



Ministry of
JUSTICE

OFFICIAL SENSITIVE

Contract for the Provision of Learning and Skills at HMP & YOI Parc

SCHEDULE 1 – SPECIFICATION



Contract for the Provision of Learning and Skills at HMP & YOI Parc

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2 DEFINITIONS

For the avoidance of doubt, all references to applicable laws and regulations, policies, guidelines, codes of practices and notes in this Specification shall, in each case include any amendments made from time to time.

Unless the context otherwise requires the following terms shall have the meanings given to them below:

“ACCT (Assessment, Care in Custody and Teamwork)”	The procedures to be used when any Prisoner is identified as posing a risk of harm to himself or herself or being at risk of harm from others. These procedures are outlined in chapter 5 of PSI 64/2011 (Management of prisoners at risk of harm to self, to others and from others) (as amended from time to time).
“Activity Allocation Board (or similar)”	<p>The Activity Allocation Board, or the equivalent process, is the process used by the Prisons to allocate Prisoners to learning and other activities such as work and takes place weekly. The activity board routinely allocates Prisoners:</p> <ul style="list-style-type: none">(i) when they arrive into custody;(ii) if the Prisoner requests to move to another activity; or(iii) if there is a change of circumstance and it is no longer appropriate for the Prisoner to remain in that activity. <p>The process consists of a series of reports from key people that are presented to the Activity Allocation Board. The Activity Allocation Board looks at the needs of the individual and the vacancies in the particular activity area and makes an appropriate allocation.</p> <p>This Activity Allocation Board may have slightly different names in different establishments.</p>
“Activities Team/Hub”	The team of Custodial Operator staff who manage the Activity Allocation Board and allocation processes.
“Advocacy services”	The YCS commissioned service to deliver an independent Children’s rights and advocacy service to Children in Young Offender Institutions to assist Children in accessing available services and empowering them to resolve any issues affecting their care and treatment whilst in custody, either within or outside of the YOI.
“Allocation”	The assigning of Prisoners to education and other Regime activities available in the Prison.
“ALN/ Additional Learning Needs”	A child of compulsory school age or person over that age has a learning difficulty or disability if he or she: (a) has a significantly greater difficulty in learning than the majority of others of the same age, or (b) has a disability for the purposes of the Equality Act 2010 which prevents or hinders him or her from making use of facilities for education or training of a kind generally provided for others of the same age in mainstream maintained schools or mainstream institutions in the further education sector. A child under compulsory school age has a learning difficulty or disability if he or she is likely to (or would be likely to if no ALP were made) have significantly



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	greater difficulty in learning than the majority of their peers when they reach compulsory school age.
“Arrival in Custody”	As soon as the Prisoner arrives at the Prison and is handed over from Prisoner Custody Escort Service (PECS).
“Authorised Non-Attendance”	Unavoidable reasons for a Learner’s absence from learning and skills Sessions. See Annex B of this Specification.
“Authority MIS System”	The ‘Management Information System’ provided by the Authority for the Services.
“Awarding Body”	A body issuing qualifications (certificates, diplomas or titles) which formally recognise the learning outcomes (knowledge, skills and/or competences) of an individual, following an assessment and validation procedure.
“Baseline Assessment”	Standardised test(s) or observational procedure(s) designed to establish the attainment level of Prisoners.
“Careers Education”	The careers education, information, advice and guidance provided to Learners by the Contractor to support them in planning their futures in both further learning and work.
“Casework Team”	The team responsible for carrying out the YOI casework function, which oversees sentence, remand and Resettlement planning for Children and coordinates all relevant YOI services to holistically meet Children’s identified needs. This is a multi-disciplinary team managed by the YOI.
“Caseworker”	A member of YOI staff assigned to plan and manage individual Child’s sentence plans and co-ordinate interaction between the YOI and outside agencies on each Child’s behalf. Caseworkers work particularly closely with the Child’s YOT worker and play a pivotal role in regards to family liaison;
“Community”	The area where the Prisoner is released to following their period in custody and the support networks and services available to them.
“Continuous Professional Development (CPD)”	The maintenance, improvement and broadening of Staff knowledge and skills required professionally.
“Contract Manager/Contract Management Team”	Authority representative(s) responsible for the contract management of the Services.
“Controller/Deputy Controller”	Authority representative(s) responsible for the contract management of the custodial provision.
“Core Day”	The Core Day is the timetable used by the Prison to show personnel and Prisoners what time things happen, including what time activities start and finish daily.



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“Core Day Activities / Core Day Activity Hours”	The range of activities which include learning and skills, industries etc. which take place during Core Day Activity Hours. An example of the Core Day Activity Hours is shown on the Core Day timetable in in Annex C of this Specification.
“Curriculum”	The range of educational courses and learning opportunities designed and delivered by the Contractor to meet the requirements and needs of the Prisoners at the Prison.
“Director”	The person appointed by the Custodial Operator to carry out such functions as are conferred on him or her by the Criminal Justice Act 1991 or as may be conferred on him or her by the Prison Rules in respect of the Prison, and approved by the Authority under section 85(1)(a) of the Criminal Justice Act 1991.
“Disruptions”	An inability, through non-effective use of the Staff time and/or a lack of teaching and/or education support resources, to deliver the planned Curriculum.
“Education/ Learning Interventions”	An evidence-based approach or activity that is specifically designed and delivered to address a Learner's educational needs or barriers to learning.
“EHC Plan”	An "education, health and care plan" setting out a Child's special education, health and care needs. It will include clear outcomes for the Child and the resources a Child needs to meet those outcomes. Resources could include financial resource, Staff time and/or special equipment.
“Embedded Learning”	<p>Learning and skills courses delivered by the Contractor in work areas across the Prison e.g. prison industries, kitchen etc. as part of Purposeful Activity. These are outside of the learning delivered in the education building, outdoor areas and Vocational Workshops.</p> <p>The Embedded Learning offer does not count as a full-time activity allocation to education. The courses will however be included in data reports and will contribute to performance measures.</p>
“Employability”	Skills, behaviours and personal attributes that would make an individual more likely to gain and sustain employment.
“Enrichment or Enrichment Activities”	Enjoyable, socially and developmentally enriching leisure and recreational activities in which Prisoners can participate outside of receiving the Services or interventions;
“Equality Act 2010”	The Equality Act 2010 is an Act of Parliament of the UK. The Act codifies previous anti-discrimination laws, primarily the Equal Pay Act 1970, the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995 and three major statutory instruments protecting discrimination in employment on the grounds of religion or belief, sexual orientation and age.
“Essential Skills/ESW”	Essential Skills qualifications enabling Learners to develop their knowledge of application of number, communication and digital literacy skills. They also help Learners demonstrate that they can apply these skills to a range of



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situations whilst at work and throughout life in general. ESW – Essential Skills Wales - is a suite of skills qualifications available in Wales. Each Essential Skill Wales qualification is equivalent to an E grade GCE AS-Level.

“Estyn”

The office of Her Majesty's Inspectorate for Education and Training in Wales. They inspect quality and standards in education and training providers in Wales. Its stated objectives are to deliver high quality inspection of individual education and training providers, and related services, in Wales; and provide independent and sound advice, based on inspection evidence, to inform the Welsh Government in the formulation and evaluation of education and training policy.

“Festive Period”

This is the period of Christmas when the Prison Regime is altered, and the Learning and Skills Department is closed. This specifically refers to the Bank Holidays, any other period will need to be negotiated with the Prison and Authority.

“Formal Learning Area”

Classrooms in the education building.

“Full Time Activity Place”

A full-time activity place is where a Prisoner is allocated to attend one activity for all Purposeful Activity Sessions. Core Day Activity Hours will be subject to negotiation between the Custodial Operator and Contractor.

“Governor”

A Crown servant appointed by the Authority under section 88 of the Criminal Justice Act 1991 (as amended by section 101 of the Criminal Justice and Public Order Act 1994).

“Head of Education (or similar)”

Senior member of Contractor staff responsible for the strategic management of the Services.

“Healthcare Providers”

The health organisations commissioned by the Local Health Board from time to time to deliver health and wellbeing services within the Prison that do not form part of the Services or the services provided by the Custodial Operator (as detailed within a separate health care service specification with the Healthcare Provider).

“ICT”

Information and communications technology.

“ICT Services”

In respect of Adults, the Services set out in Section 6.5.3 of this Specification and in respect of Children, the Services set out in Section 7.12

“Incentives and Earned Privileges Scheme (IEP)”

The IEP scheme rewards good behaviour and performance and removes privileges if expected standards are not maintained. The IEP scheme must operate on at least three tiers: basic, standard and enhanced. Prisoners move between the levels according to their behaviour.

“Incident”

Has the meaning defined in PSI 11/2012 (Incident Reporting System).

“Indeterminate Sentence Prisoners (ISP)”

Unlike a Prisoner with a determinate sentence who must be released at the end of their sentence, those sentenced to life imprisonment or Imprisonment for Public Protection (IPP), collectively called indeterminate sentenced Prisoner(s) (ISP), have no automatic right to be released.



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Instead, such Prisoners must serve a minimum period of imprisonment to meet the needs of retribution and deterrence. This punitive period is announced by the trial judge in open court and is known commonly as the "tariff" period.

"Individual Learning and Work Plan - ILWP"

A needs and evidence based plan developed with an individual to support the development of skills, achievement of qualifications and building of experience to support education, training and employability. (sometimes referred to as a PLP – Personal Learning Plan).

"Induction"

The induction of an individual into the secure environment which begins after the reception procedure is complete (and includes the first night where reception occurs in the evening).

"Induction Period"

A period of time during which the Induction programme is completed.

"Initial Planning Meeting"

The first formal multi-disciplinary forum held in custody, led by the Caseworker, to discuss and agree a Child's sentence or remand plan. Youth Justice National Standards require the meeting to take place within 8 Working Days of admission of a Child on remand and within 10 Working Days of admission for a sentenced Child.

"Learning and Skills Department"

Area where the Contractor is based and delivers learning. This will predominantly be the education building and Vocational Workshops but could extend to satellite offices across the Prison.

"Learning Needs Assessment"

A structured method of identifying the gaps in terms of:-

Children's existing knowledge, skills and competencies versus the knowledge, skills and competencies they should have relative to their age in accordance with Department of Education guidelines and the steps Children need to complete to get to where they should be.

Adult's existing knowledge, skills and competencies versus the knowledge, skills and competencies they can reasonably attain, and the steps Adults need to complete to achieve this.

"Live Access"

Unrestricted internet access.

"Local Health Board"

A single local health organisation that is responsible for delivering all healthcare services within a geographical area (with exception of ambulance services and 'NHS 111' services).

"Managing and Minimising Physical Restraint (MMPR)"

Managing and Minimising physical restraint. This includes training in understanding challenging behaviour, de-escalation strategies and a number of physical restraint techniques.

"Needs Analysis"

The purpose of the needs analysis is to collate data and information to ensure that learning, skills and Employability provision in prisons in Wales best meets identified need within the given resource allocation.

Undertaking a needs analysis is a systematic process involving the analysis of a range of quantitative management information combined with the qualitative views of Staff and stakeholders, including Prisoners.



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Consideration is also given to labour market information to work towards matching learning provision available in the prisons with local job markets.

The four principal components of the analysis are:

- To assess the nature of the learning, skills and Employability needs of the target population including risk factors affecting an individual's ability to access the provision,
- To understand current labour market information for the Prisons' key Resettlement areas,
- To map the existing provision within the Prison,
- To assess how well the current provision is meeting demand through a gap analysis.

"New Network"	Futures	The specialist part of Her Majesty's Prison and Probation Service (HMPPS) that broker partnerships between prisons and employers in England and Wales. These partnerships help businesses fill skills gaps and prison leavers find employment.
"Offender Management Unit (OMU)"		The Offender Management Unit is the department in the prison responsible for offender management and sentence planning.
"Other Service Provider (OSP)"		Providers of other services at the Prison including, but not limited to, the Healthcare Providers, the Probation Provider, and providers of careers, employability and resettlement services.
"Non-Vocational"		<p>Provision of qualifications or skills that are not directly career focused.</p> <p>These will include academic awards which often provide transferrable skills that could be used in a range of occupational settings. Also, less formally regulated or non-regulated provision that is designed to be motivating and confidence building. The provision should have the potential to attract Prisoners into learning and should be a part of a learning plan that leads onto Vocational learning.</p>
"PE"		Physical education.
"Peer Mentors or Peer Mentoring"		<p>HMPPS defines peer mentors as "any organized system in which prisoners provide help and support to other prisoners". It is more likely to work well where peer mentors and Prisoners have a positive and credible relationship, and where there is strong support from the Governor/Director and Staff in the management of the scheme.</p> <p>Learning and skills peer mentors should be collaboratively selected by the Contractor and Custodial Operator and will have the right attitude and level of qualifications (usually Level 2 and above) to offer support to a range of Learners and especially those with lower level abilities.</p>
"P-NOMIS"		Prison National Offender Management Information System or P-NOMIS is the primary, centralised, cross authority prison management system used in public prisons, and from early 2012 all private prisons (including the



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	Prison) and includes all successor(s) to such system as are applicable to the delivery of the Services.
"PSI/Prison Service Instructions"	Prison Service Instructions convey the mandatory instructions to prison establishments, HMPPS, IRCs and providers of contracted services.
"PSO/Prison Service Order"	Prison Service Orders are long term mandatory instructions, issued up to 2019, which have no expiry date and remain in force until cancelled or replaced.
"Prioritisation of Learners Accessing Provision"	Welsh Government guidance on prison learning and skills should be prioritised to target provision at those most likely to benefit from it.
"Prison Rules"	The Prison Rules 1999, Statutory Instrument 1999, no. 728 and, where applicable, the YOI Rules.
"Prison Staff / Officers / Custody Officers"	Staff that are directly employed by HMPPS or the Custodial Operator and work at the Prison.
"Protected Characteristics"	<p>The personal characteristics that are protected by law in the Equality Act 2010. They are (in alphabetical order):</p> <ul style="list-style-type: none">• age;• disability;• gender reassignment;• marriage and civil partnership;• pregnancy and maternity;• race;• religion and belief;• sex; and• sexual orientation.
"Purposeful Activity"	<p>A Prisoner being engaged in an activity that is likely to benefit them and support their rehabilitation in line with the expectations of HMIP (including the expectations set out at https://www.justiceinspectorates.gov.uk/hmiprisons/our-expectations/prison-expectations/purposeful-activity/)</p>
"Qualifications"	Formally recognised and accredited. The majority are on Credit and Qualifications Framework for Wales (CQFW) and the Qualifications in Wales (QiW) database.
"Qualifications Wales"	The independent organisation responsible for regulating general and vocational qualifications in Wales.
"Qualified Teacher Status (QTS)"	The official status required to work as a qualified teacher in many education settings. The typical route involves the completion of an undergraduate degree followed by a postgraduate certificate in education (PGCE), but other routes are also accredited to gain QTS.



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"Recycling Centre"	The place inside the Prison where general waste is taken to be sorted into appropriate recycling groups.
"Reducing Reoffending Strategy Meeting"	Reducing Reoffending Strategy Meeting (or similar), a management meeting to review, develop and maintain quality assurance measures for all interventions processes, maintaining awareness of any reducing re-offending agendas to achieve effective delivery of pathway services such as accommodation, education, training and employment, etc.
"Regime"	All the services and the activities available to Prisoners at the Prison (of which the Services form part).
"Regional Skills Partnerships"	<p>The Economic Ambition Board, South East Wales Learning, Skills & Innovation Partnership and South West & Central Wales and North Wales Regional Learning Partnership are addressing the challenges set out within the Welsh Government's Skills Implementation Plan which was launched in July 2014.</p> <p>Welsh Government has produced a set of three 'Regional Labour Market Intelligence Reports' to provide Regional Skills Partnerships (RSPs) with a consistent set of core labour market intelligence (LMI) available on which to base their 'Regional Employment and Skills Plans'.</p>
"Resettlement"	The process of preparing a Prisoner for release.
"Restorative Justice"	An approach which can meet the needs of both victims and offenders. The primary aim is victim-focused and to repair harm wherever this has occurred.
"ROTL"	Release on Temporary Licence, which has the meaning given to it in the "Release on Temporary Licence Policy Framework" (as amended from time to time).
"Safer Custody"	The management of Prisoners at risk of harm to self, to others and from others.
"Security Team"	Custodial Operator staff who undertake security functions within the Prison.
"Sessions"	Time bound periods of learning delivered by the Contractor.
"SIR"	A security information report which is submitted to the Security Team containing risk information and/or intelligence regarding Prisoners that may impact upon the safety and/or security of the Prison. The Staff are expected to contribute to SIRs and will be informed of relevant information contained within them.
"SMT"	Senior management team which includes the Head of Education.
"Staff Induction"	Non-operational induction delivered by the Custodial Operator to the Staff or Sub-Contractors.
"Virtual Campus2 (VC2)"	The Virtual Campus2 is a secure, web-based learning environment.



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"Vocational"	Learning undertaken to develop work related skills e.g. engineering, construction, health and social care etc. This may include NVQs, diplomas or Industry specific courses.
"Vocational Training Areas"	Areas outside of the Vocational Workshops where the Contractor will deliver Embedded Learning. Examples might include laundry, recycling centre, unit work etc.
"Vocational Workshops"	Workshops allocated by the Custodial Operator to the Contractor to deliver Vocational training.
"YOI Rules"	The Young Offender Institution Rules 2000, as amended.



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3 MOBILISATION AND TRANSITION

At the Services Commencement Date there will be Learners enrolled onto courses in the Prison that have not completed their intended qualification outcomes. Therefore, during the Mobilisation Phase the Contractor will need to prepare for and implement an initial period of transition. The nature and timescale of the transition will be agreed between the Contractor and the Authority based on the needs of the Learners. The main purpose of this transition period is to ensure current Learners are not disadvantaged by any Curriculum changes.



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4 EXPLANATION OF SPECIFICATION

Each theme for the Specification follows the structure set out below. The Specification is outcome/output focussed.

Purpose	A summary of service to be commissioned.
Outcome	The outcomes to be achieved in this specific area by the Contractor.
Service Elements in Scope	<p>Elements of the Service requirement that the Contractor has full responsibility for. i.e.</p> <ul style="list-style-type: none">(a) providing initial Learning Needs Assessments;(b) setting relevant learning objectives for Learners based upon their assessed needs and creating an Individual Learning and Work Plan to record this;(c) all aspects of Teaching, Learning, recording, reporting etc
Service Elements Out of Scope	<p>Elements of the Service requirement that the Contractor has limited responsibility of. i.e.</p> <ul style="list-style-type: none">(a) delivering other non-education Induction Sessions (including, by way of example, health, Advocacy, Independent Monitoring Board), and any PE Induction Sessions.
Operational Requirements	The minimum requirements of the Contractor achieving each outcome. The Contractor has the flexibility and is encouraged to deliver innovative solutions that will achieve, but may go over and above, the minimum requirements specified in this section.



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5 OPERATIONAL SPECIFICATION

The Contractor shall provide the Services set out in this Specification.

The Services shall be delivered in accordance with the mandatory guidance set out within Annex 1, as applicable.

The Contractor shall at all times ensure that the Services comply with, and meet all the requirements of, and that the Contractor performs its other obligations arising under or in connection with, the Contract, the Specification, Prison Service Instructions and Law, with effect from the Services Commencement Date.

This Specification sets out the services required to deliver the Services in the Prison. In broad terms the service includes assessing all Prisoners for literacy, numeracy, digital literacy, additional learning needs (ALN), personal and social development needs, employment needs and the delivery of learning and skills to those Prisoners who are allocated to receive learning and skills training. The delivery of learning and skills to the Prisoners is part of a wider programme of Purposeful Activity which contributes to the rehabilitation process of Prisoners.

The Specification will be subject to ongoing review and development by both Authority and Contractor to take note of emerging best practice and changes in approach. There is a clear expectation that the Contractor will strive to continuously improve service delivery and provide a flexible service which can readily respond to changing learning and skills needs of Prisoners.



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6 ADULT SPECIFICATION

The Specification (Adult Provision) is subdivided into themes. The first four key themes cover:

- 6.1 – Assessment
- 6.2 – Engagement
- 6.3 – Qualifications
- 6.4 – Outcomes

The final theme, Section 6.5 – Delivery Support Requirements, contains the over-arching service requirements that are relevant to the four key themes.



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6.1 ASSESSMENT

Purpose	The Contractor will make sure that all Prisoners arriving at the Prison are assessed for literacy, numeracy, digital literacy, learning difficulties/ disabilities and other educational requirements. The results of the assessments will be systematically recorded. Appropriately qualified Staff will carry out the assessments and will take account of any previous learning and development undertaken.
Service Elements in Scope	<p>The Induction and Learning Needs Assessment Services provided by the Contractor shall include:</p> <ul style="list-style-type: none">(a) the design and delivery of an education Induction programme for all Prisoners, which includes an introduction to the education, training and work facilities available throughout the Prison;(b) educational support services (such as Careers Education). Section 6.5.5 (Interface with the Custodial Operator) gives a fuller understanding of how the Contractor contributes to planning and Regime activities;(c) providing initial Learning Needs Assessments;(d) setting relevant learning objectives for Learners based upon their assessed needs and creating an Individual Learning and Work Plan to record this;(e) full engagement with the Activity Allocation Board and managing the Allocation of Prisoners, alongside nominated individuals from the Offender Management Unit, residential teams and Security Teams;(f) sharing information, as required, relevant to other Prisoner processes, such as managing self-harm (ACCT), safety risks (SIR and Incident management) and the wider behaviour management (MMPR, IEP and adjudications), and case management (such as attending sentence planning and review meetings) of Prisoners in the Prison;(g) referring/signposting each Learner to relevant services based on the outcome of the assessments. The aim is to address potential barriers to learning. Examples might include personal & social development support such as behaviour programmes, relationship learning, substance misuse, finance, domestic management etc. Strong working partnerships should be fostered between services in the Prison in order to overcome barriers to engagement with learning.
Service Elements out of Scope	<p>The following services are excluded from the scope of the Induction and Learning Needs Assessments services:</p> <ul style="list-style-type: none">(a) managing and providing the whole of a Prisoner's Induction programme



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Outcome	The Authority is seeking to ensure that all Prisoners at the Prison have a full Learning Needs Assessment that will inform the planning of activities each Prisoner will be encouraged to undertake in the Prison.
Operational Requirements	<p>The Contractor shall:</p> <ul style="list-style-type: none">(a) complete a pre-assessment to ascertain evidence of the working levels and previous educational progress of each Learner. The pre-assessment should congregate Learner data from:<ul style="list-style-type: none">i) any previous ESW assessment, learning, completed units/qualificationsii) Authority MIS Systemiii) Learning Record Service (LRS) (detailed in Section 6.5.1) or other evidence of previous qualifications(b) make sure that all assessments are completed within 5 Working Days of reception and before allocation to work or learning is made;(c) ensure the Prisoners are provided with an accurate and up to date prospectus within the Induction Period. The prospectus should detail the courses delivered by the Contractor. This should either form a part of, or compliment, a broader prospectus for development in partnership with the Custodial Operator giving up to date information on the following (consideration should be given to providing this in a broad range of formats to aid accessibility):<ul style="list-style-type: none">i) All available Purposeful Activity options, including any entry requirements and accredited or non-accredited qualifications that may be achieved, and information on future progression or pathways for how this supports potential future employment.ii) All available additional supplementary educational or self-development services or resources, including any entry requirements and accredited or non-accredited qualifications that may be achieved and information on future progression or pathways for how this supports potential future employment.(d) ensure that all Prisoners have a Learning Needs Assessment and Essential Skills assessment in accordance with Welsh Government requirements. Welsh Government (WG) have procured a bespoke assessment tool – the Wales Essential Skills Toolkit (WEST) for use by all post-16 providers to screen, initially assess and diagnose the Essential Skills needs (literacy, numeracy and digital literacy) of young people and adults across Wales. The WG's intention is that all providers in Wales will use WEST. WEST is being made available on VC2.



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	<p>(e) It may be unnecessary to complete the full WEST assessment under some circumstances, such as:</p> <ul style="list-style-type: none">iii) if the Learner has completed a validated assessment within the last 12 months. In this case the previous scores can be used, however the Learner should be given the option to retake the test if they want the opportunity to improve on the results;iv) if there is evidence of a relevant completed/ accredited Qualification (e.g. GCSE English/Maths or Literacy/Numeracy Qualifications). Evidence would be documented in the pre-assessment or by the Learner producing a certificate. <p>(f) Even if the above criteria are met there may be grounds for retesting (or performing a screener test):</p> <ul style="list-style-type: none">i) if there is evidence of acquired brain injury since they were last tested (or completed Qualifications);ii) if there is any evidence that the Learner might be working below their assessed level; <p>(g) provide all Learners with a Learning Needs Assessment and activities assessment during their Induction Period that shall, as a minimum, consist of the following:</p> <ul style="list-style-type: none">i) an Essential Skills assessment to determine literacy, numeracy and digital literacy levels and needs;ii) assessment of Additional Learning Needs and the additional support provided for those with identified needs;iii) assessment of employment needs and potential including Employability soft skills needs;iv) identification of barriers to learning and employment in order to unlock their potential and increase participation in Prison activities and improve chances of employment on release;v) information, advice and guidance on career and employment opportunities on release and work (Working Wales/Careers Wales) opportunities available in the Prison;vi) share information, as required, relevant to other custody processes, such as managing self-harm (ACCT), safety risks (SIR and Incident management) and the wider behaviour management (IEP and adjudications), and case management (such as attending sentence
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	<p>planning and review meetings) of Prisoners in a custodial environment;</p> <p>(h) deliver an Individual Learning and Work Plan (ILWP) for all Learners that describes agreed learning aims and is regularly updated. The ILWP must identify what work Prisoners were able to undertake within the Prison. The Prisoners shall be engaged in the completion of their ILWP. Learner's expectations should be managed in line with:</p> <ul style="list-style-type: none">i) current waiting lists;ii) ESW prerequisites;iii) security level prerequisites; <p>(i) ensure that the ILWP is related to a career pathway that can be followed both in custody and on release;</p> <p>(j) make sure an ILWP, as a minimum:</p> <ul style="list-style-type: none">i) clearly identifies the Learner by name and unique identifier;ii) includes the Learner's prior learning and assessed needs;iii) specifies the expected duration of learning, related to their time in custody, which allows the Learner a reasonable prospect of successfully completing their learning before release or transfer;iv) sets out the start date and the frequency of reviews to be followed;v) sets out the planned attendance;vi) sets out any agreed support arrangements;vii) contains a brief record of any applicable work experience in/outside of prison;viii) contains a brief statement of the Learner's employment or career objectives;ix) specifies by name, level and reference number, approved qualifications the Learner aims to achieve in line with increasing Employability in stated career objectives;x) specifies ESW development targets and prerequisites;xi) sets out the suggested allocation to work activities in the Prison e.g. industries, kitchen, gym, etc
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	<p>xii) sets out Embedded Learning objectives;</p> <p>xiii) specifies the Learner's preferred language of learning and requirement for Welsh-medium or bilingual delivery of learning during the programme;</p> <p>xiv) specifies within the learning plan, opportunities to maintain and/or develop the Learner's Welsh language skills during the learning period;</p> <p>xv) is agreed by the Learner;</p> <p>xvi) those Learners identified to have Additional Learning Needs will be provided with a learning plan which will include any appropriate additional learning provision required;</p> <p>(k) agree the ILWP with the Learner no later than 14 calendar days after the assessment date. Should a Learner not agree to follow the recommended training, the Contractor shall continually engage with that Learner in an attempt to address their needs;</p> <p>(l) share the results of the activity assessment and Individual Learning and Work Plan (ILWP) with the providers of work and activities across the Prison, including industries and offender management. Further learning and support needs identified by the providers of work and activities and offender management shall be included in the ILWP;</p> <p>(m) make sure regular progress reviews outlining further learning or support needs shall be reflected in updates to the ILWP and shared with work and activities providers. The Contractor will set the frequency of these reviews in agreement with the Custodial Operator. The exact nature of these reviews (i.e. who conducts them depending on Learner circumstances) will be agreed between the Contractor, the Custodial Operator and the Authority. The agreed process will allow for the regular documentation of progress through their pathway along with new targets, reflection and feedback etc. This process should be designed to encourage Learners to progress throughout their learning journey to reach their full potential. The updates should record all learning undertaken in the Prison – including third sector provision, distance learning, Peer Mentoring, work-based etc.</p> <p>(n) record the assessments and achievements of each Learner to demonstrate distance travelled and progression during their time in custody;</p> <p>(o) make sure all learning is planned to meet the Learner's individual needs as identified during the assessment process;</p>
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	<p>(p) use the Prioritisation of Learners Accessing Provision in the design and development of provision;</p> <p>(q) make sure an appropriate screening and assessment process is in place to identify Prisoners with Additional Learning Needs or physical difficulties or disabilities. A record of this should be available to all Staff who are involved in delivering their education, including (but not limited to) teachers and assessors, and</p> <p>(r) work closely with the Prison's health and social care colleagues to provide appropriate support to address the learning and skills needs of Prisoners with learning or physical difficulties or disabilities.</p>
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6.2 ENGAGEMENT

Purpose	In delivering the Services, the Contractor shall give priority, as part of the delivery of the sentence plans, to engaging with the Prisoners to help them gain appropriate skills and qualifications to enable them to access employment on release. Appropriately qualified Staff will carry out this work.
Outcomes	The learning and skills provision at the Prison shall be sufficient, engaging and motivational, to encourage Learners to engage with the range of learning activities on offer. The Contractor will ensure that the Prisoners are supported to successfully resettle into their communities and to desist from offending.
Service Elements in Scope	<p>The Services provided by the Contractor shall include:</p> <ul style="list-style-type: none">(a) the design, planning and delivery of a Curriculum and its continual review to ensure its appropriateness in meeting the Learners needs;(b) delivery of the Curriculum (except out of scope services) through appropriate teaching models in order to engage the widest number of Learners and to meet Learners' needs and learning aims as recorded in the relevant Individual Learning and Work Plans;(c) delivery of appropriate Educational Interventions designed to address identified educational issues;(d) delivery of appropriate provision to meet Learners specific learning needs assessed by appropriately qualified Staff;(e) the review of Individual Learning and Work Plans to ensure that the learning needs of each individual are being addressed and that their learning objectives remain appropriate;(f) the design and delivery of educational support services;(g) sharing information with other Prison Staff relevant to remand and sentence planning processes in line with Prison policies, procedures and staff responsibilities for managing self-harm (ACCT), safety risks (SIR), and the wider behaviour management (MMPR, IEP and adjudications) and case management of Prisoners in a custodial environment; and(h) forming and maintaining strong working partnerships with all other services engaged in the wider delivery of education. For example, ensuring the quality of practical work etc where a Qualification is underway.



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Service Elements out of Scope	<p>The following services are excluded from the scope of the Services:</p> <ul style="list-style-type: none">(a) the provision of PE Sessions (however, the Contractor will work closely with the PE team to provide support to develop the quality of the learning Sessions although these will be delivered by the Prison's PE team);(b) the provision of practical work Sessions in cleaning (however, all cleaners need to be qualified before commencing work and the relevant course delivery will be supported by the Contractor);(c) the provision of interventions designed and delivered specifically to address offending behaviours (provided by the Custodial Operator) or health concerns (provide by the Healthcare Providers);(d) the provision of library services at the Prison;(e) the provision of education content relating to courses external to the Prison which are accessed by the Learners; and(f) the provision of non-educational support services (including Advocacy and social workers).
Operational Requirements	<p>The Contractor shall make sure:</p> <ul style="list-style-type: none">(a) the Services are delivered for 52 weeks of the year excluding public holidays;(b) the design planning and delivery of learning and skills provision for the Prison is continually reviewed to ensure its appropriateness in meeting the Prisoners needs;(c) they are represented on the Activity Allocation Board, which will be managed by the Custodial Operator, and actively participate in the allocation of activities process ensuring they comply with the Equality Act 2010;(d) learning and skills provision is delivered through appropriate teaching models that engage a range of Prisoners;(e) the Prisoners are supported to improve their knowledge, skills, experience and Employability;(f) the Prisoners are supported to gain nationally recognised qualifications delivered by the Contractor for Prisoners undertaking Vocational training;(g) the Prisoners are supported to engage with education, and that both their needs and aspirations are met;



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	<p>(h) the Prisoners are supported to overcome identified barriers to learning;</p> <p>(i) the Prisoners are supported to achieve their academic potential and progress along a pathway to future learning and/or employment;</p> <p>(j) the Prisoners are supported to and given the information needed in order for them complete a CV;</p> <p>(k) Prisoners are given maximum opportunity to undertake courses that enable them to gain entrepreneurial skills;</p> <p>(l) that learning and skills provision and activities are embedded across the Prison and are not limited to Formal Learning Areas and workshops with opportunities for Prisoners to learn on the wings and in their cells;</p> <p>(m) the Prison learning provision should be aligned to the employment opportunities in the Prison and the Community;</p> <p>(n) learning and skills is embedded across the workshops and is in line with the Regime, to develop a work ethic in all Prisoners, including those on remand;</p> <p>(o) that the number of embedded places to be delivered and the frequency is agreed between the Authority, Contractor and the provider of the work activity;</p> <p>(p) they deliver a minimum of 540 Adult and 60 Children learning and skills Full Time Activity Places each day in the education building and Vocational Workshops and delivered during the Core Day Activities times. Embedded learning spaces will not count as full time activity spaces and must be differentiated within supplier data, however; qualifications achieved via Embedded Learning will count towards all other measures (starts/success measures);</p> <p>(q) that they have built in flexible learning provision to respond to the number of places required. The assumption is that around a third of Adults will be allocated to full time learning and skills each day. Further information regarding this will be provided to the Contractor by the Authority;</p> <p>(r) a range of learning and skills provision consisting of an assessment of the Prisoners needs and the delivery of Essential Skills, Vocational, Non-Vocational and Employability accredited courses appropriate to the Prisoners;</p> <p>(s) a programme of soft skills to support the achievement of learning and skills courses and to build work related skills. Soft skills can include communication, self-motivation, team working, problem solving, decision making and time management;</p>
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	<p>(t) appropriate additional support for Learners with disabilities;</p> <p>(u) the use of other Prisoners as Peer Mentors in various departments such as the assessment unit, gym and Resettlement, to support the development of the Prisoners at the Prison;</p> <p>(v) they are represented at the Reducing Reoffending Strategy Meeting (or similar);</p> <p>(w) they deliver and train all Peer Mentors in 'Level 2 Information, Advice and Guidance'. This shall be discussed with the Governor/Director and included in the Annual Service Delivery Plan;</p> <p>(x) they engage with the Probation Provider and OMU to make sure there is join up between learning and skills and Resettlement planning;</p> <p>(y) the design and delivery of a Curriculum for all Learners, regardless of their location within the Prison;</p> <p>(z) provision and support in studying higher education and distance learning for those who are identified as likely to benefit from such study in line with Learning Needs Assessments, Resettlement requirements, aspirations and student funding rules;</p> <p>(aa) the use of Needs Analysis information to inform discussion with the Governor/Director and the Commissioner around service delivery improvements and any re-alignment of the Prisoner learning offer to better meet the needs of the Prisoners; and</p> <p>(bb) the prioritisation of Vocational learning with an 80/20 percentage split in delivery between Vocational and Non-Vocational learning.</p> <p>The Curriculum provided by the Contractor shall include:</p> <p>(a) 80% of courses that meet the criteria for priority 1 and 2 areas:</p> <p> i) Priority 1 – Essential Skills courses up to and including Level 2</p> <p> ii) Priority 2 - Employability skills</p> <p> o Vocational skills</p> <p> o Level 2 and above Vocational skills</p> <p>(b) 20% of courses that meet the criteria for Priority 3</p> <p> i) Priority 3 – Non-Vocational, higher level and personal learning</p> <p>(c) meaningful outreach learning and skills provision for those Prisoners who may not be able to access Learning Areas and workshops due to being located on specialist units such as detox, healthcare and older</p>
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	<p>Prisoner units. Provision will be agreed between the Custodial Operator the Healthcare Providers, the substance misuse provider and the Contractor. This outreach provision shall be included within the Contractor's minimum spaces referenced in p) above ;</p>
(d)	<p>maintaining an accurate roll, by name, of Prisoners arriving into the Learning Areas. The number of Prisoners who attend should then be added up and this total is the roll. Should a Prisoner leave the Learning Area, the register and roll should be updated accordingly.</p>
(e)	<p>regular updates onto P-NOMIS around the achievements and behaviour of the Prisoners accessing Learning Areas in order that all staff at the Prison are kept informed fully;</p>
(f)	<p>that the attendance and non-attendance (including Authorised Non-Attendance) of every one of their registered Prisoners is recorded on P-NOMIS;</p>
(g)	<p>training, support and assessment provision for any Prisoner choosing to undertake Qualifications through the medium of Welsh by appropriately qualified Welsh speaking staff;</p>
(h)	<p>all up to date, sufficient and necessary materials, equipment, tools and items, with sufficient allocation of resources and ensuring all Services, and anything used in providing the Services are of good quality and are free from defects throughout the duration of the Contract;</p>
(i)	<p>a Needs Analysis undertaken 12 months after the Services Commencement Date involving the analysis of a range of quantitative management information combined with the qualitative view of Learners, staff and stakeholders. The Needs Analysis should be updated annually, and a full review shall be taken every third year. A Needs Analysis template developed by HMPPS in Wales will be provided by the Authority to the Contractor;</p>
(j)	<p>it provides all Learners with an Induction into the Vocational Learning Areas before the Learners can commence learning. The purpose of this Induction is to ensure that the Learners are given essential and consistent information which will keep them safe and help them to understand the work taking place within their Vocational Training Area and what their role in this will be;</p>
(k)	<p>support is provided for Prisoners who may be receiving additional support through the ACCT procedures, including understanding their care pathway, recording interaction in their support document and attending reviews of their progress if required;</p>
(l)	<p>that all Learners are given the opportunity to feedback their perception of the quality of their course and how it is meeting their needs. It should be demonstrated that this feedback informs future delivery. All Learners</p>



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	<p>should be informed of the appropriate mechanisms for making a complaint if they believe that their needs have not been met.</p> <p>The information on the expected number of new receptions received into the Prison each week will be provided by the Authority to the Contractor.</p>
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6.3 QUALIFICATIONS

Purpose	The Contractor shall be responsible for ensuring there is Embedded Learning across the Prison with opportunities for Learners to gain Qualifications from both Vocational and Non-Vocational accredited courses that relate to work being undertaken in all Regime activities.
Outcome	Prisoners in the Prison should have the opportunity to obtain a range of accredited Vocational and Non-Vocational Qualifications that will support their rehabilitation by increasing their chances of employment on release.
Service Elements in Scope	<p>The Contractor will provide the following:</p> <ul style="list-style-type: none">(a) a range of education accredited Qualifications throughout all Learning Areas; including, Vocational, Non-Vocational, Essential Skills and Employability skills;(b) Embedded Learning throughout the Prison supporting all Vocational delivery Prison wide including workshops, PE department, healthcare, wing based, etc;(c) internal quality processes, in accordance with the Awarding Body's requirements, throughout the Prison, supporting all training areas;(d) support in the Awarding Body's external quality processes throughout the Prison, supporting all training areas;(e) effective monitoring to ensure high quality learning and assessment processes are carried out across the education delivery.
Service Elements out of Scope	<p>The following services are excluded from the scope of the Services:</p> <ul style="list-style-type: none">(a) Vocational training provided by the Prison Staff. This includes areas such as workshops, PE department, (delivered by Prison Staff). The Contractor will however provide support for the quality and verification of all course delivery and work closely to establish and develop Embedded Learning through the Prison.
Operational Requirements	<p>The Contractor shall:</p> <ul style="list-style-type: none">(a) provide opportunity for all Prisoners undertaking work and activities in the Prison to access learning and gain Qualifications;(b) make sure learning provision is relevant and relates to work being undertaken in the Prison;



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	<p>(c) deliver embedded and contextualised accredited learning in the following areas:</p> <ul style="list-style-type: none">i) Vocational Workshopsii) industries workshops provided by external contractorsiii) Prison run workshops—canteen packing and laundry servicesiv) kitchensv) storesvi) physical education and gyms – in coordination with physical instructorsvii) horticultureviii) ICTix) librariesx) outdoor vocational training areasxi) Recycling centrexii) wellbeing centrexiii) Prisoners' rooms <p>(d) ensure accredited Vocational learning and skills appears on the Qualifications in Wales (QIW) database;</p> <p>(e) provide activities and courses as part of learning provision that focus on skills, including the development of soft skills, and accredited qualifications that can lead to employment outcomes on release from the Prison;</p> <p>(f) ensure Prisoners serving longer sentences, sentences of four years or more, including Indeterminate Sentence Prisoners (ISPs), are provided with opportunities for higher education and distance learning as a way of assisting them in positively engaging with the Regime;</p> <p>(g) make sure provision is given for the development of soft skills in order to build motivation and develop attitudes and habits that can result in Learners finding and keeping employment on release;</p>
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	<p>(h) include unitised learning in the provision where appropriate. The units should predominantly be regulated awards that appear on the Credit and Qualifications Framework for Wales (CQFWs) and Qualifications in Wales (QiW) database. There is some scope for a small number of non-regulated awards that are designed to be motivating, build confidence and demonstrate the potential to attract Prisoners into learning. The Contractor shall discuss the need for non-regulated learning with the Authority and Governor/Director as part of the Annual Service Delivery Plan agreement process (as detailed in Schedule 12 (Governance)). If the use of non-regulated awards is agreed the Contractor will evaluate their impact;</p> <p>(i) deliver the course material, undertake the internal verification process, submit coursework to the Awarding Body and claim the Qualification through the contract;</p> <p>(j) make sure accreditation and certification shall be to Awarding Body standards, complying with the relevant internal and external verification systems;</p> <p>(k) make sure that systems are in place to share Qualifications awarded to the Prisoners with the Prison to support continuous development and the rehabilitative culture;</p> <p>(l) provide access to higher education and distance learning courses in line with the Prison Service Instruction Guidance;</p> <p>(m) make sure that any Prisoner choosing to undertake Qualifications through the medium of Welsh are provided such training, support and assessment by appropriately qualified Welsh speaking staff; and</p> <p>(n) and deliver accredited courses offered by one of the Awarding Bodies on sustainable energy use to make sure that prison education programmes play a key role in creating a more sustainable future as is required by Welsh Government.</p> <p>A Welsh Government learning grant is available for Learners normally resident in Wales who are released on temporary licence to study a further education course and will continue that course on release. Full details of the eligibility criteria and requirements will be provided by the Authority to the Contractor.</p>
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6.4 OUTCOMES

Purpose	The Contractor shall provide the Services so as to that maximise a Prisoner's chances of applying for and gaining meaningful employment on release.
Outcome	Prisoners in the Prison will have access to learning and skills opportunities that will support rehabilitation and Resettlement by improving their chances of gaining meaningful employment on release.
Service Elements in Scope	<p>The Contractor will:</p> <ul style="list-style-type: none">(a) provide relevant and up to date Curriculum that meets the needs of the Learners with regards to rehabilitation and Resettlement;(b) develop a wide range of Employability skills within the learning offer, that links with the Vocational and industrial needs of the Community that mirror the themes identified by the WG;(c) attend and contribute to the Prison's reducing re-offending meetings;(d) develop strong links with the Prison's stakeholders in these areas such as:<ul style="list-style-type: none">• Careers Wales (Working Wales)• Job Centre + (DWP)• the Probation Provider• third sector• local employers• New Futures Network .
Service Elements out of Scope	<p>The Custodial Operator will provide a wide-ranging employment offer in partnership with various stakeholders.</p> <p>The Custodial Operator will deliver various offending behaviour courses.</p>
Operational Requirements	<p>The Contractor shall:</p> <ul style="list-style-type: none">(a) make links with the Offender Management Unit (OMU) around the development of the Prisoners' risk assessment and sentence plan;(b) ensure Prisoners are given maximum opportunity to gain accredited qualifications through work during their sentence and that these are appropriate to local employment opportunities and correspond to employers' skill requirements;



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	<p>(c) make links with the Probation Service to support assessment and Resettlement planning;</p> <p>(d) where possible, Prisoners entering the Prison on remand or to serve a short sentence, are supported to maintain any existing employment they had prior to entering custody;</p> <p>(e) links are made with employers for the purpose of improving the Prisoner's Employability and aiding Prisoners in finding employment on release;</p> <p>(f) links are made with employers in the Resettlement areas (the areas in which Prisoners will live on release) to increase the contribution employers can make to Prisoner Employability, training and work experience;</p> <p>(g) Prisoners have undertaken courses and achieved the skills that enable them to be 'ready for work' at the point of release from the Prison;</p> <p>(h) and they liaise with Welsh Government, New Futures Network, Careers Wales, Job Centre Plus, Regional Skills Partnerships and employer groups in order to understand the appropriateness of work opportunities.</p>
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6.5 DELIVERY SUPPORT REQUIREMENTS

6.5.1 Learning Service Record

Purpose	<p>The Contractor is required to access the 'Learning Record Service (LRS)' in order to consult the 'Personal Learning Record (PLR)', where available, through the 'Unique Learner Number (ULN)' of the Learner in order to determine their previous learning and achievement.</p> <p>The PLR brings together in one place, the information already collected by education providers and Awarding Bodies including minimal demographic details, learning participation and achievement. This creates a lifelong record that Learners can share with education providers and employers if they choose to do so.</p>
Outcome	<p>All Learners in the Prison will have a Unique Learner Number (ULN) and qualifications undertaken during their time in custody will include the ULN to enable Awarding Bodies to update the Learners' record to provide an accurate record of all learning and qualifications undertaken and achieved during their time in custody.</p>
Service Elements in Scope	<p>Access the Learning Record Service (LRS) and use the Personal Learning Record (PLR) to inform the creation of the ILWP.</p>
Service Elements out of Scope	<p>N/A</p>
Operational Requirements	<p>The Contractor shall make sure:</p> <ul style="list-style-type: none">(a) that they are a registered learning provider and appear on the UK Register of Learning Providers and follow the prescribed guide;(b) that all Learners at the Prison have a ULN;(c) where a Learner does not know their ULN, that the Contractor takes all necessary steps to enable them to search for or register the Learner;(d) that the ULN is shown on all Learners' work submitted to Awarding Bodies so that they can record achievements; and(e) that they contribute to the Learning Record Service of each Learner and the PLR where available throughout the Learners' time in custody.



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6.5.2 Labour Market Information

Purpose	The Contractor shall obtain and utilise labour market information to inform the development of learning, skills and Employability provision in order to increase the chances of the Prisoners securing employment on release.
Outcome	The learning and skills offer in the Prison will be relevant to the job market in the areas in which the Prisoners will be released in order to maximise their chances of gaining appropriate employment on release.
Service Elements in Scope	The Contractor will obtain relevant labour market information and use it to inform, analyse and renew the Curriculum in order to deliver the best employment outcomes for Learners.
Service Elements out of Scope	N/A
Operational Requirements	<p>The Contractor shall:</p> <ul style="list-style-type: none">(a) obtain labour market information from across Wales and England by establishing links to relevant organisations, including Job Centre Plus, Sector Skills Councils, Regional Skills Partnerships and Welsh Government. Information on the Regional Skills Partnerships and action plans will be provided by the Authority to the Contractor;(b) regularly obtain labour market information for key relocation areas using the EMSI analytics tool (or others specified by the Authority at a later date);(c) periodically analyse the Curriculum delivery to ensure that the learning provision provides the most effective outcome for the Prisoners, motivates them to engage and leads to sustainable job outcomes on release;(d) ensure that the learning offer is suited to the Prisoners based on a systematic Needs Analysis including labour market information;(e) use labour market information to make sure learning and skills programmes are linked to the skills needed in the labour market and where possible establish more direct pathways into employment;(f) and use labour market information in order to work towards matching learning provision in the Prison with local job markets in order to maximise job opportunities for Learners on release from the Prison.



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As a minimum, these activities should be completed annually as part of preparation for the annual Needs Analysis and ASDP compilation.

Facilities Management

- (a) The Custodial Operator, or their designated facilities management services provider ("**FM Provider**"), will provide the maintenance of the prison learning areas building fabric, which includes all services and fixtures that are included at the time of handover to the Contractor. The maintenance provision does not include any services or equipment that is supplied or fitted by the Contractor. These services and equipment will be detailed on an asset register that will be provided to the Authority by the Contractor.
- (b) The Custodial Operator or their designated FM Provider will be responsible for ensuring continued light, heat, water and power to the learning areas as well as the cleaning of secure areas and will be responsible for the general cleaning of the learning areas. Cleaning or maintenance activity may be undertaken by prisoners.
- (c) Any damage to the learning areas' building fabric caused by the Contractor and its staff will be the responsibility of the Contractor. Damage to the learning areas' building fabric caused by learners under the Contractor's supervision, that can be attributed to the Contractor's failure to comply with its contractual requirements (or any other relevant Authority requirements notified to the Contractor) in respect of supervising the learners, will also be the responsibility of the Contractor. Any works undertaken by the Custodial Operator or FM Provider to repair the aforementioned damage will be recharged to the Contractor.
- (d) Repairs required to the building fabric due to normal wear and tear will be the responsibility of the Custodial Operator or their designated FM Provider.
- (e) During mobilisation, the Contractor, Custodial Operator and their designated FM Providers are expected to formally agree their roles and responsibilities for the maintenance, cleaning and waste removal arrangements (including arrangements for disposal of any higher risk waste) for the learning areas and equipment, including assigning responsibility for the supervision of any prisoners undertaking cleaning, maintenance or waste removal activity.

Cleaning and Waste Removal

- (f) Prisoners may be employed to clean the vocational workshops, the learning areas and the outdoor vocational areas. These prisoners will be above and beyond the number allocated to learning and skills



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	<p>provision and will form a core group of prisoners who are usually called orderlies.</p>
(g)	<p>The Custodial Operator, or their designated FM Provider will be responsible for waste removal and recycling. General waste disposal and recycling will be collected by staff or prisoners who work in the recycling centre. In the event of a large amount of waste being made that cannot be accommodated through the recycling centre, for instance, if a delivery creates excessive packing materials, the Contractor must organise the removal of the waste in accordance with the Custodial Operator's requirements, liaising with the Custodial Operator and/or the FM Provider where appropriate.</p>
(h)	<p>If the learning and skills training that is delivered in the workshops produces any waste which cannot be routinely recycled, for instance, metal shavings or hazardous chemicals, the Contractor must organise the removal of the waste in accordance with the Custodial Operator's requirements, liaising with the Custodial Operator and/or the FM Provider where appropriate.</p>
(i)	<p>The successful Bidder should be aware that there are certain waste items that become more risky in the custodial environment, because they could be used to form a weapon or aid an escape. These items must not be disposed of through normal waste or recycling processes.</p>
	<p>Tools and Equipment</p>
(j)	<p>Any tools and equipment used in the learning areas must be properly catalogued, stored and accounted for at the beginning and end of each learning and skills session, in line with the local security instructions. Contractor personnel must check the tools and equipment and sign to confirm that they have been accounted for before any learner can enter the learning area at the beginning of a session or leave the learning area at the end of a session.</p>
(k)	<p>HMP & YOI Parc's security department will work with the Contractor during mobilisation to determine tools and equipment and make the necessary arrangements for them to be catalogued, engraved, and stored appropriately. This will be at the Contractor's cost.</p>
(l)	<p>Information on how to manage equipment in a prison will be given to the Contractor during their Induction into HMP & YOI Parc.</p>



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6.5.3 Digital and I.T Services

Purpose	Digital and innovative technologies are fully utilised to deliver the Services, to inspire and support learning the Curriculum, both in dedicated Learning Areas and within the broader environment, including where possible in-cell.
Outcome	The Authority wants to see the innovative and effective design and use of digital technologies to support all learning including embedded learning and skills delivery across the Prison.
Service Elements in Scope	<p>The ICT Services provided by the Contractor shall include:</p> <ul style="list-style-type: none"> (a) the design (or purchase) maintenance and refresh of an ICT solution (and all necessary infrastructure) to support the implementation and delivery of the Services; (b) utilising and contributing to the on-going development of Virtual Campus2 as an educational and learning tool; (c) providing systems and protocols for the recording, storage, analysis and communication of information relating to the management of Prisoners and the Services delivered by the Contractor; (d) installing the Contractor's ICT solution into the Prison, to ensure it is operational following the Mobilisation Phase; and (e) utilising the IT assets provided by HMPPS of IT hardware, systems already purchased and owned by HMPPS for use in the Prison.
Service Elements out of Scope	<p>The Custodial Operator may have access to security approved laptops which can be used for purposes other than education.</p> <p>The provision of IT access for Prisoners for purposes not related to learning sits outside of the scope of this provision.</p>
Operational Requirements	<p>The Contractor shall:</p> <ul style="list-style-type: none"> (a) contribute to the development of a secure Virtual Learning Environment (VLE) within the Prison that provides flexible digital based learning opportunities to meet Learner needs; (b) use Virtual Campus2 (VC2) and Authority MIS System to support the Learner, track, measure and monitor the Learner journey and enable access to content on VC2; (c) develop the digital services to deliver the Services in a manner that fully complies with PSI 25/2014 IT Security Policy and PSI 24/2014 Information Assurance Policy;



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	<p>(d) provide learning and skills digital services in formal and informal Learning Areas and the Contractor should develop and embed digital learning opportunities throughout the Prison during the course of the Contract;</p> <p>(e) hold and implement the ISO 27001 certification to ensure security of information;</p> <p>(f) use P-NOMIS (input into HMPPS digital systems recording) to record significant learning events and behaviour in the Prisoners – including but not limited to positive examples of behaviour which should be encouraged and recognised, significant learning achievements as well as signs of distress and breach of Prison behaviour expectations. Any further requirements will be agreed between the Contractor and the Authority during mobilisation;</p> <p>(g) ensure that, where needed, they have a suitable system to support the provision of Management Information (MI) and performance information as required for the effective management of the service, and where required by the Authority;</p> <p>(h) provide all IT hardware consisting of servers, computers, monitors and printers additional to the existing IT assets detailed in the data room;</p> <p>(i) hold responsibility for maintenance, replacement and upgrade/refresh of the hardware to meet the security and functionality requirements, detailed in the contract. The Authority shall be responsible for the internet connection to the Prison;</p> <p>(j) ensure the innovative use and development of digital services to support learning and engage with education – which shall include appropriate learning and skills content;</p> <p>(k) design how they will deliver the learning and skills digital services, however, where access to Virtual Campus2 (VC2) or P-NOMIS is required, these shall be acquired from the Authority;</p> <p>(l) ensure all new Learners are enrolled onto VC2 at the Induction stage, maximising the opportunity the VC2 offers to the Prisoners at the Prison and providers of Prisoner learning;</p> <p>(m) provide the opportunity and encourage the continued engagement with the VC2 once the Prisoner is released into the Community;</p> <p>(n) ensure all content developed by the Contractor for VC2 complies with the requirements of the HMPPS Virtual Campus Governance Board;</p>
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	<p>(o) use a Virtual Learning Environment (VLE) which includes in-cell provision for Learners to access course material when they are in their cell, enabling them to continue learning outside core activity hours; and</p> <p>(p) ensure the VLE content is suitable for Welsh language Learners.</p> <p>HMPPS Wales have contracts for Virtual Campus2 in Welsh prisons to provide the range of appropriate licenses and support with XMA Ltd and with Meganexus Ltd.</p>
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6.5.4 Staffing

Purpose	The Contractor shall be responsible for delivering expert, qualified and resilient staff who can work with often challenging Learners to support them realise their educational potential and aspirations.
Outcome	Provision of the Services in the Prison will be delivered by suitably qualified staff who understand and espouse the values of the Prison.
Service Elements in Scope	<p>The Services provided by the Contractor in relation to Staff shall include:</p> <ul style="list-style-type: none">(a) implementing Contractor systems for Staff selection, recruitment, training (including familiarisation with the custodial environment), qualifications, supervision, progression and performance management; and(b) sharing information with other Prison Staff and OSPs relevant to remand and sentence planning processes in line with Contractor policies, procedures and staff responsibilities for managing self-harm (ACCT), safety risks (SIR), and the wider behaviour management (adjudications, IEP, MMRP and Restorative Justice frameworks) and case management of Prisoners in a custodial environment.
Service Elements out of Scope	<p>The following services are excluded from the scope of the Services:</p> <ul style="list-style-type: none">(a) staff resources required to deliver PE.
Operational Requirements	<p>The Contractor shall:</p> <ul style="list-style-type: none">(b) make sure the staffing services provided by the Contractor shall enable the Prisoners to:<ul style="list-style-type: none">i) engage with education;ii) progress according to their ILWP, andiii) achieve their learning goals due to the commitment and support of qualified members of the Staff.(c) make sure there are robust pre-employment checks in place, namely vetting in line with PSI 07/2014 Security Vetting;(d) ensure all the Staff must have been through the correct vetting process or are prepared to provide assurances that the requirements will be met). It is a prerequisite to undertake vetting checks for those employed on a prison site or those with a



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	<p>professional relationship with the Prisoners. This will be at the Contractor's cost;</p>
(e)	<p>ensure that the required levels of staffing are in place for the Services Commencement Date and that a contingency plan is in place, and agreed by the Authority;</p>
(f)	<p>make sure that there are adequate levels of teaching support in the Learning Areas to deliver the Services, and also to ensure that Learners are accounted for and regularly observed by the Staff (in addition to the monitoring function performed by Prison Officer roving supervision);</p>
(g)	<p>make sure an appropriate manager from the Contractor contributes to overall activities function and strategy and attends relevant meetings as deemed necessary;</p>
(h)	<p>ensure that Staff working in the Prison undertake mandatory learning and development requirements associated with working in a custodial environment. The mandatory requirements training will be provided by the Authority to the Contractor;</p>
(i)	<p>guarantee time off for Staff to attend mandatory learning and development, largely health and safety related, delivered by the Prison staff. All other learning and development needs will be determined and funded by the Contractor;</p>
(j)	<p>ensure sufficient workforce planning to cover Staff absences and employ robust measures to manage potential disruptions (including sickness, leave or vacancies);</p>
(k)	<p>make sure Staff are working in accordance with employment legislation and best practice, i.e. working time regulations and employment rights;</p>
(l)	<p>bear the cost of any cover arrangements for Staff absence. The Authority or the Custodial Operator will not bear the cost of any cover arrangements. The use of agency, contract and sessional individuals will be compliant with employment legislation. If additional staffing resources are not to be utilised then assurance is to be given that service delivery can remain at the required standard;</p>
(m)	<p>make sure that specific Prison related issues and queries are dealt with through the appropriate channels by those professionally competent to do so;</p>
(n)	<p>record the evaluations of teachers in appraisal documentation and use them to inform the overall staff development process;</p>



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	<p>(o) schedule regular peer observations and feedback. Teachers should be observed teaching a course by their manager or a suitable peer twice a year. This has been deemed an acceptable and robust schedule by Estyn;</p> <p>(p) develop a timetable of internal annual evaluative observations and share the outcomes, identified actions and timetable of these observations with the Authority;</p> <p>(q) ensure that they provide a sufficient programme of staff training and professional development;</p> <p>(r) establish a culture of Continuous Professional Development (CPD) in the Learning and Skills Department where manager and peer observations of teaching shall be a regular feature and evaluation and feedback on performance is expected by all Staff;</p> <p>(s) make sure that the Staff undertake CPD as part of their annual staff performance plan to ensure continued high standards of delivery;</p> <p>(t) provide the Authority with regular information on the training and professional development undertaken by staff delivering the contract;</p> <p>(u) if the Contractor chooses to provide its personnel with a uniform which represents their organisation or business, it should not contain offensive words, slogans or badges. The uniform should not be similar to that of a Prison Officer, therefore no white shirts, black trousers or black ties;</p> <p>(v) ensure that Staff understand and model the values of the Prison and support the rehabilitative vision for the Prison; and</p> <p>(w) shall comply with the Equality Act and Disability Discrimination Act.</p>
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6.5.5 Interface with the Custodial Operator

Service Description	The Contractor shall understand the needs and challenges of the custodial environment and deliver the Services in compliance with the Regime and operational arrangements.
Authority Objectives	The Authority expects the Contractor to work closely with the SMT at the Prison so that the Regime works holistically to meet the Prisoners' individual needs and address their risk factors and barriers to rehabilitation.
Service Elements in Scope	<p>The Contractor's interface with the Custodial Operator shall include:</p> <ul style="list-style-type: none">(a) sharing information with other Prison Staff in line with Prison policies, procedures and staff responsibilities for case management, sentence planning (including training planning meetings); managing self-harm (ACCT), safety risks (SIR), and wider behaviour management (MMPR, IEP and adjudications) of Prisoners in a custodial environment;(b) providing education Induction services, including attending the Activity Allocation Board;(c) liaising with the Custodial Operator regarding Learners with ALN;(d) liaising with the Custodial Operator regarding Learners availing of the Outreach Education Service;(e) participating in education leadership and governance processes and structures, including being part of Prison SMT structures;(f) liaising with the Custodial Operator to ensure the complete integration of Services into the wider Regime through the Service Integration Group meetings; and(g) liaising with the Custodial Operator to allow Prisoners to design and deliver a student forum to inform the improvement of Services.
Service Elements out of Scope	N/A
Operational Requirements	<p>The Contractor shall:</p> <ul style="list-style-type: none">(a) support the Prison in its aim to reduce the Prisoner's risk of reoffending and risk of harm;(b) work closely with the Contract Management Team and Controller's team, providing information as reasonably required in connection with



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	<p>the operation and performance of the Contractor in order to carry out their functions;</p> <p>(c) work closely with and support the Governor/Director, Contract Manager and SMT in identifying and addressing areas of learning need;</p> <p>(d) share accurate monthly management information with the Custodial Operator to support them in delivery of Prison strategies and targets;</p> <p>(e) adhere to all national and local security instructions. The Governor/Director will develop the local security strategy for the Prison. The Contractor shall make sure they understand the Strategy and any roles and responsibilities associated with their work at the Prison;</p> <p>(f) agree a protocol with the Governor/Director and the Authority that specifies the roles and responsibilities that will ensure Learners are available to start and complete courses through the integration and appropriate prioritisation of learning and skills activities into the Regime and sentence planning;</p> <p>(g) agree a business continuity protocol with the Authority prior to service commencement;</p> <p>(h) co-operate with the Custodial Operator, PE department and in-house prison industries in order to:</p> <p>i) permit the Prisoners to participate in an Embedded Learning programme, and</p> <p>ii) to enable PE department and in-house or third party prison industries to feed into the development of the Annual Service Delivery Plan that will be produced by the Contractor (in accordance with Schedule 12 (Governance));</p> <p>(i) work with staff at the Prison to promote the holistic learning environment and make sure that challenges around the movement and availability of Prisoners are resolved in partnership;</p> <p>(j) and work particularly closely with the following Prison departments and other Providers within the Prison to ensure that there is a single joined up approach for the Prisoners and their progression through their sentence, for risk reduction and for employment opportunities that will be available on release:</p> <p>i) any internal or third-party prison industries</p> <p>ii) the Healthcare Providers</p>
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	<ul style="list-style-type: none">iii) the Probation Provideriv) the Offender Management Unitv) the reducing reoffending teamvi) the Security Team at the Prisonvii) Custodial Operator residential staffviii) the Activities Hub <p>(k) bring any issues to the attention of the Contract Management Team;</p> <p>(l) build open and honest relationships which are productive and support the vision of the Prison;</p> <p>(m) attend the Service Integration Group (SIG) where any interface issues between the Contractor and the Custodial Operator can be raised and discussed. Any interface issues between the Contractor and the provider of prison industries will be dealt with in the first instance with the locality manager for these services;</p> <p>(n) understand the contingency plans in place in case of an emergency within the Prison for the Education block and for the Workshops and their role and responsibility in executing them;</p> <p>(o) report any security concerns – physical, procedural or dynamic, using the appropriate reporting system, and also record these in the education and workshop observation book;</p> <p>(p) investigate all Incidents and accidents, identify trends and invest in rectifying common Incidents within the Learning Areas;</p> <p>(q) make sure all Staff respond appropriately to any Incident or fire. It will be the responsibility of the Staff working as part of the Services to familiarise themselves with the appropriate contingency plans and understand what their role might be in the event of an Incident or exercise;</p> <p>(r) ensure full compliance with health and safety at work legislation;</p> <p>(s) make sure that all equipment is properly maintained and functioning;</p> <p>(t) make sure that they have appropriate liability insurance in place to cover accidents, loss or injury;</p>
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	<p>(u) in the event of an accident or Incident within the Learning Areas, fully inform the Prison health and safety advisor of the details of their investigation. If the Incident is serious or has resulted in hospitalisation, the Prison health and safety advisor will also complete an investigation of the Incident which will review the circumstances of the Incident and make recommendations to the Contractor;</p> <p>(v) make sure there is attendance at an appropriate level of seniority and experience at management meetings, including but not limited to, SMT meetings, the reducing reoffending pathway, Security Team meetings, health and safety meetings, Safer Custody meetings and equalities meetings. These meetings will be held no more than monthly;</p> <p>(w) make sure there is attendance at an appropriate level of seniority at the Contract review meetings as set out in Schedule 12 (Governance) which include, but are not limited to, Operational Management Group, Service Integration Group and the Contract Review Group;</p> <p>(x) work with the Custodial Operator and Authority around any changes to the Curriculum. The Custodial Operator may require changes to the Curriculum to improve the alignment of the learning offer with the Regime. The Contractor, Contract Manager and Governor/Director will discuss and agree any with the changes with the Authority and the Contractor will have 3 months' notice to implement the changes;</p> <p>(y) develop an Annual Service Delivery Plan in consultation with the Contract Manager and the Custodial Operator to make sure that there is mutual agreement on the types of courses to be delivered;</p> <p>(z) make sure that any deliveries they require are routinely planned within the Monday – Friday hours 09:00 -16:00, and any deliveries required outside of these hours shall be approved by the "Head of Activities", or designated person.</p>
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6.5.6 Collaborative working with other agencies and departments

Purpose	Collaborative working is fundamental to achieving positive learning and employment outcomes for Prisoners. The Contractor shall build strong working relationships with stakeholders and delivery partners.
Outcome	The Authority is looking for the formation of true collaborative partnerships with and between all agencies, departments and organisations delivering services in the Prison.
Service Elements in Scope	<p>The Contractor will;</p> <ul style="list-style-type: none">(a) attend all relevant Reducing Reoffending Strategy Meetings;(b) link with a wide range of partners;(c) actively develop links with all agencies, departments and organisations delivering services in the Prison.
Service Elements out of Scope	N/A
Operational Requirements	<p>The Contractor shall:</p> <ul style="list-style-type: none">(a) work closely with the Probation Provider and OMU within the Prison to support risk assessment and Resettlement planning, making sure that the appropriate outcomes for the Prisoners are identified and that engagement is enabled in the custodial environment;(b) work closely with the Probation Provider and OMU to set up the processes to share assessment and ILWP information to inform the overall sentence planning process, including Resettlement planning, reduce duplication and gain the best outcomes for the Learners at the Prison;(c) build close working relationships with other departments, agencies and organisations involved in delivering services within the Prison, including but not limited to the local Regional Skills Partnership, Welsh Government, Careers Wales (Working Wales), JobCentrePlus and Department of Work and Pensions, to ensure an integrated and collaborative working approach;(d) ensure they have a close link with the provider appointed to run the prison industry workshops to ensure an appropriate Embedded Learning Curriculum;



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	<ul style="list-style-type: none">(e) work closely with other prisons across England and Wales to continue to develop the learning and skills of transferring Prisoners;(f) work with the Healthcare Providers to make sure appropriate learning and skills provision is in place for those Prisoners located on specialist units such as detox, healthcare and older Prisoner units;(g) the principles behind the Wellbeing of Future Generations (Wales) Act 2015 including the 5 ways of working for public bodies in Wales, are embedded in within the delivery of learning and skills;(h) engage with library services to:<ul style="list-style-type: none">i) ensure resources are available to support and enhance the learning and skills Curriculum across the Prison, andii) support Prisoner library assistants to have the opportunity to enhance their skills; and, where possible, to acquire recognised qualifications that will enhance their opportunities for employment(i) comply with data sharing protocols within the Prison. These arrangements shall include internal working arrangements within the Prison and those supporting referrals to services and agencies the Learners will access on release;(j) and make sure that relevant information from assessments and Individual Learning and Work Plans are shared with other departments and partners in the Prison e.g. information, advice and guidance providers (e.g. Careers Wales), the Healthcare Providers, library provider and the Contractor shall be involved in developing these processes with the Prison.
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6.5.7 Security

Service Description	<p>The Contractor shall ensure they are aware of the restrictions and priorities of working within the custodial environment.</p> <p>The Contractor shall demonstrate its ability to control the risks which shall be present whilst operating Learning Areas within a custodial environment.</p>
Authority Objectives	<p>The Authority wishes to ensure that the Prison operates as a safe and secure environment.</p>
Service Elements in Scope	<p>The Contractor will comply and adhere to all Prison security policies and procedures.</p>
Service Elements out of Scope	<p>N/A</p>
Operational Requirements	<p>The Contractor shall ensure that:</p> <ul style="list-style-type: none">(a) they are responsible for the supervision of Learners in each Learning Area and must always know the number of Learners they have under their supervision;(b) the Staff are aware at all times of where the Learners they are responsible for are and what tasks they are completing within the Learning Areas;(c) they carry out risk assessments for all Learning Areas, nature of work, machinery in use and any other risk areas within the Learning Areas in line with prevailing health and safety legislation;(d) they ensure compliance with health and safety in the Learning Areas;(e) the Contractor's health and safety representative works closely with the health and safety advisor for the Prison to ensure that the Contractor's policies, risk assessments and safe systems of work for the services are in place, of an acceptable quality and reviewed to take account of any changes affecting the learning areas. The Authority shall appoint a health and safety advisor who acts on behalf of the Governor/Director and is responsible for health and safety policy and compliance within the Prison. The health and safety advisor shall produce an overarching health and safety policy document that shall capture the arrangements for Prison Staff, Staff, Learners and visitors. The Prison health and safety advisor shall make routine visits to the learning areas to ensure that the Contractor is delivering a safe working or learning environment. The Prison health and safety adviser



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	<p>shall have the authority to challenge the Contractor if acceptable levels are not being met;</p>
(f)	<p>if the Contractor becomes aware of anything which endangers the health, safety or security of any person at the Prison, they must:</p> <ul style="list-style-type: none">i) immediately take steps to warn others of and alleviate the danger; andii) promptly notify the Custodial Operator of that danger and the steps taken.
(g)	<p>in the event of an accident or Incident within the Learning Areas, the Prison health and safety advisor shall be fully informed by the Contractor of the details of their investigation. If the Incident is serious or has resulted in hospitalisation, the Prison health and safety advisor shall also complete an investigation of the Incident which shall review the circumstances of the Incident and make recommendations to the Contractor as to the actions to take to ensure the likelihood of similar Incidents is minimised in the future;</p>
(h)	<p>there is full compliance with health and safety at work legislation and ensure that safe systems of work are in place for all identified risks;</p>
(i)	<p>they raise the alarm in an emergency situation. Learning Areas will be fitted with general alarm bells, which are used to summon staff in the event of an emergency. These general alarm bells should be pressed in the event of a fight or threatening situation, or under any circumstances where Prison Officer support is needed urgently. The general alarm can be activated by the Staff. The general alarm bells will be situated throughout the learning areas and are identifiable as a green button;</p>
(j)	<p>they understand their role and responsibility in executing contingency plans for fire and emergencies. These contingency plans for fire and emergencies shall be provided for each learning area by the Custodial Operator;</p>
(k)	<p>they investigate all Incidents and accidents within the learning areas, identify trends and invest in rectifying common Incidents and share these with the Authority within 28 days of the Incident or accident occurring;</p>
(l)	<p>they report any security concerns whether physical, procedural or dynamic using the appropriate Intelligence Reporting (IR) system. The security concerns shall also be recorded in the appropriate Observation Book for that area;</p>



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	<p>(m) there is appropriate equipment available to transport goods and materials around the Learning Areas;</p> <p>(n) if they choose to provide its staff with a uniform which represents their organisation or business it shall not contain offensive words, slogans, or badges;</p> <p>(o) they comply with section 22 of the Offender Management Act 2007 and the Prison Service Instruction 10/2012 Conveyance and Possession of Prohibitive Items and Other Related Offences and any others that come into force;</p> <p>(p) all staff are made available to attend all adjudications as required.</p>
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6.5.8 Additional Learning Needs

Service Description	It is important that people with Additional Learning Needs (ALN) within the criminal justice system are identified as early as possible to ensure they receive the appropriate support. Prisoners with ALN may have issues with communication, interaction, cognition and Learners can face additional challenges in adapting to prison life and in engaging with Prison education. However, they must be able to access suitable learning opportunities and receive the necessary support and guidance to enable them to engage with education.
Outcomes	Although the Additional Learning Needs (Wales) Act 2018 covers Learners from 0-25 years old, the Contractor should aim to embed the objectives and aims of the Act across their services.
Service Elements in Scope	The Contractor: <ul style="list-style-type: none">(a) should carry out an initial assessment during the Induction Period;(b) should provide fully qualified staff to support the learning needs of the individuals; and(c) liaise closely with the Prison Healthcare Providers teams to provide a holistic approach.
Service Elements out of Scope	The Custodial Operator shall: <ul style="list-style-type: none">(a) ensure appropriate facilities are made available to carry out assessment and support all Prisoners with learning difficulties.
Operational Requirements	The Contractor shall: <ul style="list-style-type: none">(a) make sure an appropriate screening and assessment process is in place to identify Prisoners with Additional Learning Needs;(b) ensure those Learners identified to have Additional Learning Needs will be provided with a learning plan which will include any appropriate additional learning provision required;(c) employ an ALN coordinator to act as a specialist to coordinate planning and interventions around ALN within the Prison including providing support, advice and guidance to Prison Staff;(d) ensure that all relevant information and assessment results regarding the needs of the Learner is shared with relevant bodies/ individuals and with relevant departments and partners in the Prison e.g. information, advice and guidance providers (e.g. Careers Wales) and the Healthcare Providers; and



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	(e) facilitate links between all partners and departments to ensure that the Prisoner receives appropriate interventions to meet their needs through custody and during transition to the Community.
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6.5.9 Welsh Language Provision

Purpose	The Contractor shall apply the principle of equality for both Welsh and English language for the delivery of the Services. The Contractor shall ensure that the Services includes comprehensive Welsh language services to create an education system that increases the opportunity for Prisoners to learn Welsh and be exposed to the Welsh language and culture.
Outcomes	The Authority wishes to ensure that any Learner at the Prison is able to access learning and skills provision and undertaking any qualification through the medium of Welsh; and the Welsh language culture is promoted. The Contractor should develop an education provision which increases rates of progression, and supports everyone, whatever their command of the language, to develop Welsh language skills for use socially and in the workplace.
Service Elements in Scope	<p>The Contractor shall:</p> <ul style="list-style-type: none">(a) ensure all teaching materials are made available to the Learners who request them through the medium of Welsh;(b) ensure the initial assessment can be carried out through the medium of Welsh; and(c) provide relevant reading material in partnership with the library services.
Service Elements out of Scope	The Custodial Operator shall ensure the relevant percentage of reading materials is made available through the library services
Operational Requirements	<p>The Contractor shall provide the following Welsh language provision as a minimum:</p> <ul style="list-style-type: none">(a) provide training, support and assessment to Learners wishing to undertake qualifications through the medium of Welsh by appropriately qualified Welsh speaking staff;(b) Essential Skills are provided in Welsh for those Learners returning to a Welsh speaking community whose first language Welsh skills are below level 2;(c) all signage in both Welsh and English;(d) Welsh examples are used in teaching materials e.g. references to bus or train timetables from Wales;(e) embed positive language use practices supported by formal and informal opportunities to use Welsh across the Prison;



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	<p>(f) Welsh language materials should be as accessible as English language materials;</p> <p>(g) appoint a Welsh language coordinator for the Prison to act as a specialist to coordinate planning and interventions to promote and encourage the use of Welsh within the Prison including providing support and advice to Prison Staff;</p> <p>The contract will also seek to develop a partnership with Coleg Cymraeg Cenedlaethol and the National Centre for Learning Welsh to develop programmes to promote activities which support the development of Welsh-medium Vocational provision, market the advantages of bilingualism and expand the Welsh for Adults provision.</p>
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6.5.10 Equality & Diversity

Purpose	The Contractor and its Staff should value diversity in high regard. It should champion all aspects of equality, affording Learners from all demographics the opportunity to access the Services and make excellent progress.
Outcomes	<p>The Services provided by the Contractor should provide opportunities for Learners from all demographics to make good progress.</p> <p>No Learner with Protected Characteristics should be disadvantaged.</p> <p>All Contractor staff should always treat each Learner with decency and respect.</p> <p>The Contractor will provide data that highlights the academic achievement and progression of specific groups of Learners from a range of different backgrounds in order to show that no groups are disadvantaged. The exact nature of this data will be agreed with the Authority.</p>
Service Elements in Scope	<p>The Contractor should:</p> <ul style="list-style-type: none">(a) maintain a Curriculum that can be accessed by people of all demographics;(b) equip their Staff to ensure that all Learners can make excellent progress; and(c) record and track data to demonstrate Learners from a range of backgrounds make appropriate progress and are not disadvantaged.
Service Elements out of Scope	It is recognised that some Learners might be restricted from accessing some features of the Services due to (e.g. security blocks). In this circumstance, the Contractor should agree alternate arrangements with the Learner (e.g. a different course or in-cell learning) and this should be updated in their ILWP.
Operational Requirements	<p>The Contractor should:</p> <ul style="list-style-type: none">(a) uphold the Equality Act 2010 at all times;(b) provide opportunities for Learners from all demographics to make good progress;(c) not disadvantage any Learner due to their background;(d) ensure that their staff are adequately trained to celebrate diversity and provide equal opportunities in all aspects of providing the Services;



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	<p>(e) challenge all forms of discrimination, where this originates from a Learner the appropriate IEP process should be followed;</p> <p>(f) record, track and analyse the progress of a range of Learner backgrounds in order to demonstrate equality and make corrective actions where necessary. The Protected Characteristics of the Equality Act 2010 could be used as a framework; and</p> <p>(g) where Learners are blocked from attending classes due to (e.g. security or OMU concerns) the Contractor should work with the Learner to make reasonable adjustments. For example, the Learner could be enrolled onto a different course or the Learner could be provided with in-cell study. In this case the Learner should be fully consulted to ensure that they understand that they are not being disadvantaged due to their background (i.e. the Protected Characteristics). These discussions and outcomes should be documented in their ILWP.</p>
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6.5.11 Quality and Effectiveness

Purpose	The Contractor shall make sure that they have a system in place for the monitoring of quality and effectiveness.
Outcomes	The Authority wishes to ensure that learning and skills provision in the Prison is of the highest quality and meets the standards set by the Authority, Welsh Government, Estyn and Her Majesty's Inspectorate of Prisons (HMIP).
Service Elements in Scope	The Contractor shall; (a) provide and implement relevant quality system regarding delivery, qualification procedures, verification processes and CPD for the staff.
Service Elements out of Scope	N/A
Operational Requirements	<p>The Contractor shall:</p> <ul style="list-style-type: none">(a) make sure their system for quality and effectiveness is in line with the requirements set out in the Welsh Government's Quality and Effectiveness Framework (QEF) (as referenced in Annex A);(b) engage with the governance process and provide Management Information reports (as set out in Schedule 11 (Contract Management and Monitoring));(c) undertake an annual self-assessment of the quality of learning and skills provision in the Prison and produce a self-assessment report and quality development plan and comply with the requirements set out by Estyn in the guidance handbook for the inspection of learning in the justice sector, September 2018 (adult prisons);(d) submit the self-assessment report and quality development plan, as outlined in the QEF, to the Welsh Government and the Authority on a date to be agreed between the Contractor and the Welsh Government, reflecting the individual Contractor's annual quality cycle. Submissions must be made using systems specified by the Welsh Government;(e) report on progress against actions identified in the quality development plan three times a year and the outcomes of the review must be documented by the Contractor. This documentation, together with supporting evidence of actions taken, must be made available to the Welsh Government, the Authority and Estyn on request; and(f) and document any shortcomings identified through either inspection by Estyn, or the Authority's performance monitoring against targets, in



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	<p>a detailed action plan with specific objectives and targets to address them. The action plan shall be approved and monitored by the Authority and the Authority will provide regular feedback to the Welsh Government on progress against the action plan.</p> <p>Also, the Contractor shall have in place its own systems to manage the quality of learning and to achieve and maintain high standards to demonstrate that the Contractor is:</p> <ul style="list-style-type: none">(a) supporting the Learner needs of the Prisoners at the Prison through high-quality teaching;(b) treating the Prisoners fairly and consistently;(c) making sure that all appropriate Prisoners are fully participating in education;(d) continuously monitoring and improving the services provided;(e) complying with and monitoring performance against the KPIs which will be set by the Authority; and(f) and monitoring the delivery of learning and skills across the Prison and report on progress to the Authority. This is independent of the Authority's own monitoring.
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6.5.12 Settlement & Resettlement

Purpose	The Contractor shall empower Prisoners to design and implement a clear pathway to a settled or resettled life beyond prison, starting with the end in sight. The provision of the Services should support Learners to overcome barriers and plan their progress successfully.
Outcomes	Individuals leaving custody have all elements of the reducing reoffending pathways in place and are leading a settled life and as a result not reoffending.
Service Elements in Scope	<p>The Contractor should:</p> <ul style="list-style-type: none">(a) maintain a thorough employment, training and education service to provide Employability and direct employment support during the last 12 weeks of each Prisoner's sentence;(b) ensure Learners receive the support they need to overcome barriers to learning or progress;(c) track the impact of support they give Prisoners, to identify effectiveness;(d) ensure Prisoners receive good quality, accessible information advice and guidance, which they use effectively to plan their progression steps;(e) ensure guidance and advice is provided to Learners to help them make informed decisions in planning their learning and activities while in the Prison so that they can improve their progression and Resettlement planning;(f) ensure learning plans are linked with and take good account of Prisoners' sentence plans;(g) ensure staff encourage and support Learners who are due for release to progress to suitable further education, training and employment on release; and(h) employment related skills are recognised and recorded effectively, and that Prisoners leave custody with the means to evidence the skills and Qualifications gained.
Service Elements out of Scope	<p>The following are out of scope:</p> <ul style="list-style-type: none">(a) the work of Careers Wales. However, the Contractor should maintain a strong working relationship and should maintain records of completed work in line with the working arrangement;



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	<p>(b) wider Resettlement issues. However, the Contractor should maintain close working relationships with all Other Service Providers in order to refer (and take referrals) when a Prisoner requires Resettlement support at the end of their sentence, and to ensure that services provided are complimentary and work towards shared goals.</p>
Operational Requirements	<p>The Contractor should ensure that:</p> <p>(a) each Learner follows a pathway through the provision in the Prison (that provided by the Contractor and OSP) that is related to employment opportunities both in custody and on release;</p> <p>(b) settlement and Resettlement services should ensure that:</p> <ul style="list-style-type: none">i) individual needs and desires are appropriately identified and reflected in Resettlement planning;ii) all Prisoners are given the opportunity to develop a CV and supporting evidence of achievement;iii) all Prisoners are able to develop pathway appropriate Employability skills including money management, understanding timekeeping, interview skills etc. andiv) Prisoners are able to access job availability information and submit applications prior to release. <p>(c) at the point of 12 weeks before the end of their sentence they shall be interviewed and the interview should:</p> <ul style="list-style-type: none">i) document the Prisoner's needs in terms of employment and wider Resettlement;ii) take into account the Employability progress made in the Prison in terms of gained skills, qualifications and work experience;iii) offer each Prisoner the opportunity to write (or update) their CV;iv) make referrals to a wide range of service providers based on needs outside of the scope of the Contractor;v) trigger an interview with Working Wales (Careers Wales);vi) Employability classes are offered and delivered in order to prepare Learners for e.g. interview skills and application writing;



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	<p>(d) a wide portfolio of local employers is continually developed that are prepared to interview and offer employment before release;</p> <p>(e) where appropriate interviews should be arranged with these employers;</p> <p>(f) Prisoners should be given the opportunity to perform job searches and applications through VC2;</p> <p>(g) exit interviews are completed to establish the exact employment status of each Prisoner on release; and</p> <p>(h) the Contractor Staff use LMI data to maintain an up-to-date knowledge of current and emerging employment markets in key Resettlement areas.</p>
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7 CHILDREN'S SPECIFICATION

7.1 INTRODUCTION

- The Youth Custody Service (YCS) was established in September 2017 as a distinct part of HM Prison and Probation Service (HMPPS), with responsibility for Children in custody in England and Wales.
- The YCS commissions secure accommodation (places) and other services – such as education and Advocacy – from providers in the private, voluntary and public sectors. Children's custody services are co-commissioned to foster integration of health and residential services, and we work closely with a range of key partners, including the Ministry of Justice (MoJ) and Welsh Government; the Youth Justice Board for England and Wales (YJB), and the Department for Education (DfE) among others.
- The YCS is also responsible for placing all Children sentenced or remanded into custody across the Youth Justice Secure Estate, made up of five under 18 Young Offender Institutions (YOIs) – one of which is the Young Person's Unit at the Prison – two Secure Training Centres (STCs) and eight Secure Children's Homes (SCHs).
- The YCS places male Children aged between 15 – 18 years old who are either on remand or serving custodial sentences into YOIs. Many of these Children have traumatic backgrounds and complex needs that services in YOIs are designed to help meet. All services working with Children need to understand the approaches that will work to build lasting relationships and change in these Children's lives.
- The Contractor will provide the Services – a broad and balanced Curriculum of education and training that uses various and innovative delivery methods to meet the needs of each Child in custody at the Prison.
- The Contractor will be responsible for maximising each Child's progress against the education elements in their individualised plans – literacy and numeracy (specifically English, Welsh and Maths), English for speakers of other languages and ICT needs for Children in custody are key.
- The Contractor will provide the Services integrated with other services to Children, through partnership working with the Custodial Operator for the YOI, Other Service Providers and wider youth justice agencies.
- Other services (such as library provision, Enrichment Activities and health services) will be procured or provided directly by other suppliers.
- The Custodial Operator has the funding and responsibility for library services to Children and Adult Learners at the Prison.
- The Custodial Operator has funding and responsibility to ensure all Children at the Prisons are provided with Enrichment Activity – tailored to their individual social and developmental needs.



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- The Contractor will be responsible for working with the Custodial Operator and the Authority to agree the overall Curriculum for the YOI – including services for which they are not responsible for delivering – so that the care Children receive is trauma informed, needs led, and relationally focussed, to build trust and foundation for improvements in their mental health, wellbeing and resilience.
- The Contractor will work with the Custodial Operator and the Authority to respond to events impacting the delivery of the Services (including Covid-19) to ensure that the Services continue to be delivered to Children in a way which meets their needs.



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7.2 QUALITY ASSURANCE

Purpose	The Contractor shall make sure that it has a system in place for monitoring and reporting on the quality and effectiveness of its provision of the Services.
Outcomes	<p>The Authority wishes to ensure that Services are of the highest quality and meet the standards set by:</p> <ul style="list-style-type: none">• the Authority;• Estyn's common inspection framework and;• Her Majesty's Inspectorate of Prisons.
Service Elements In scope	<p>The Contractor:</p> <p>(a) shall monitor, record and report on all Service provision including:</p> <ul style="list-style-type: none">i) attainment & progress;ii) Children's views of and ideas for the provision of the Services;iii) complaints;iv) Staff performance; andv) PE – which forms part of the overall learning offer to Children but is delivered by the Custodial Operator. <p>(b) will share necessary information with the Authority and OSPs;</p> <p>(c) is responsible for completing strategic assessment and planning including:</p> <ul style="list-style-type: none">i) annual self-assessment; andii) quarterly quality development plans. <p>(d) shall continually measure and develop the quality of the Service provision in line with the expectations of Estyn. The Contractor will fully engage and comply with the requirements of Estyn/HMIP inspections.</p>
Service Elements Out of Scope	<p>(a) Systems to monitor and report on the performance of non-educational services such as custodial services, library services, Advocacy services and the Healthcare Providers services;</p>



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	<p>(b) Operation of the YOI complaints system;</p> <p>(c) Whistle-blowing procedures for service partner staff (including HMPPS and the Healthcare Providers). The exception to this shall be where such individuals are subcontracted by the Contractor to provide Services.</p>
Operational Requirements	<p>Quality assurance services delivered by the Contractor shall include:</p> <p>(a) monitoring and recording the delivery of all learning services, including those activities for which the Contractor is not responsible for delivering (e.g. PE and Enrichment Activities);</p> <p>(b) monitoring Children's views of the Contractor education and Custodial Operator wider learning services;</p> <p>(c) monitoring the education attainment and progress of Children and feeding that into their own quality assessments and reporting to the Authority as required;</p> <p>(d) using the Authority MIS System to record and report the information referred to in Schedule 11 (Contract Management and Monitoring) and Schedule 13 (Key Performance Indicators) and (both within the YOI and to the Authority) data and information relating to Children's educational progress and the Contractor's performance in the delivery of this Specification;</p> <p>(e) implementing systems to identify and rectify at pace shortfalls in the performance of Children's education, using data and qualitative information from a range of sources including – but not limited to – Learners' views (further details of workforce requirements are contained in paragraph 7.4);</p> <p>(f) implementing a whistle-blowing policy for the Staff;</p> <p>(g) the design and delivery of a system, working with the Custodial Operator's procedures, to capture and respond to the views, wishes and any complaints by Children, their families and visitors, where these involve Contractor or the Services;</p> <p>(h) sharing information to contribute to YOI-managed quality management systems relating to safeguarding, security, case management and Resettlement of Children;</p> <p>The Contractor shall also:</p> <p>(a) undertake an annual self-assessment of the quality of the Services they deliver, including reporting of the experiences of Children themselves (in their own words) of the Services supplied, producing a self-assessment report and quality</p>



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	<p>development plan and complying with the requirements set out by Estyn;</p>
(b)	<p>provide live data (on the Authority MIS System) on Children educational progress and attainment including 'starts' and 'completions';</p>
(c)	<p>submit an annual self-assessment report and quality development plan to the Authority on a date to be agreed;</p>
(d)	<p>in partnership with the YOI - report on progress against actions identified in the quality development plan at least four times a year, with the outcomes of the review documented. This documentation, together with supporting evidence of actions taken, must be made available to the Authority and HMIP/ Estyn on request;</p>
(e)	<p>engage actively with, and make themselves available at any time for, inspection of the Services by Estyn, whether as part of inspections by Her Majesty's Inspectorate of Prisons or otherwise;</p>
(f)	<p>document any shortcomings identified through either inspection by Estyn, or the Authority's performance monitoring, in a detailed action plan with specific objectives and targets to address them. The action plan shall be jointly agreed with the Authority; and</p>
(g)	<p>put in place a system, working with YOI procedures, for capturing Children's views and complaints about the Services – as well as the views and complaints of their families and visitors about the Services. The Contractor shall ensure that there is a fair process for responding to complaints about the Services that aims to satisfy the complainant. The Contractor shall record and report to the Authority on all complaints made about the Services at the monthly Operational Management Group meetings, the actions taken by the Contractor in relation to these, and on the satisfaction of complainants with the response and action taken by the Contractor.</p>



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7.3 TIMETABLING

Purpose	<p>To successfully integrate the Services with other services provided to Children, ensuring each Child receives the maximum amount of learning and support, tailored to their individual needs and delivered through integrated services and care.</p> <p>A functioning timetable agreed with the Custodial Operator and Healthcare Providers.</p>
Outcomes	<p>(a) Children experience services seamlessly delivered, through successful collaboration of across the Contractor, the Custodial Operator and OSPs.</p> <p>(b) Each Child has an individualised timetable that they have contributed to and can understand, showing what education, services and activities will be delivered to them for their development in the YOI.</p> <p>(c) Interruptions to and the impact of non-delivery of Children's learning and development (across all services) are minimised.</p>
Service Elements In scope	<p>The Contractor shall:</p> <p>(a) provide integrated timetables that maximise the time available for education and other planned activities in accordance with Children's individualised plan; and</p> <p>(b) agree the timetables with the Child, Staff and OSPs.</p>
Service Elements Out of Scope	<p>Planning and delivery of PE, library provision, and other partner services/ activities (custody, healthcare) included in the timetable/s produced.</p>
Operational Requirements	<p>The Contractor is responsible for:</p> <p>(a) providing timetables for Children on a weekly basis that integrate their learning with wider activities and requirements of custody – including for health, legal and other appointments – thus maximising the time available for education and other planned activities in accordance with each Child's individualised care plan, and as reflected in their learning plan;</p> <p>(b) making integrated timetables available to all Children on a weekly basis – providing these in an electronic format on devices within Children's rooms, where available;</p> <p>(c) sharing the integrated timetable with the Custodial Operator such that all areas of the YOI have access to it and can identify when any particular Child is available during the day. The</p>



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	<p>Contractor shall ensure that a copy of the timetable is given to each Child on a weekly basis; and</p> <p>(d) being responsive to reviewing Children's timetabled activities to meet their changing learning and wider needs – as assessed and prioritised by the Contractor and OSPs, and in accordance with Children's views and wishes.</p>
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7.4 STAFFING & HR

Purpose	<p>The Contractor shall:</p> <ul style="list-style-type: none">(a) ensure the Services are delivered to all Children within the expected staffing resources and costs;(b) be responsible for delivering expert, qualified and resilient Staff who can work with often challenging Children to help them realise their educational potential and aspirations. This must include designated Services for Children with ALN;(c) plan and deliver for each of their defined staffing roles – such as teachers, learning support assistants, ALN staff, staff delivering careers advice and administrative and business support staff – selection, training, supervision, progression and performance management procedures so that educational services and support are provided to Children from their Arrival in Custody through to their release back into communities, or their transition into (young) adult custody; and(d) plan sufficient resource to meet the needs of the Child including responses to deliver the Curriculum and employ robust measure to manage potential disruptions (including sickness, leave or vacancies) to the Services.
Outcomes	<p>The Services will enable Children to:</p> <ul style="list-style-type: none">(a) engage with the Curriculum;(b) make progress against their learning plan;(c) achieve their learning goals;(d) access additional necessary educational support and one-to-one Learning Interventions (where required); and(e) access the relevant interface with the Custodial Operator. <p>The Services will prioritise the safety and wellbeing of Children in their care.</p>
Service Elements In scope	<p>The Contractor is responsible for:</p> <ul style="list-style-type: none">(a) all aspects of Staff selection, recruitment, CPD, supervision, performance management and appraisal;(b) providing qualified and competent supply staff in the absence of regular Staff;



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	<p>(c) contingency planning so that there is no gap in provision in the event of Staff leaving their position; and</p> <p>(d) sharing information with OSPs as required.</p>
Service Elements Out of Scope	Staff resources required to deliver PE and Custodial Operator Enrichment Activities (including by other suppliers procured through the Custodial Operator to provide wider learning activity).
Operational Requirements	<p>The Services provided by the Contractor shall include:</p> <p>(a) implementing Contractor systems for Staff selection, recruitment, training (including familiarisation with the custodial environment), qualifications, supervision, progression and performance management;</p> <p>(b) sharing information with other Prison Staff and OSPs relevant to the needs led, integrated, individualised development and review, remand and sentence planning processes in line with YOI policies, procedures and staff responsibilities for managing self-harm (ACCT), safety risks, and the wider behaviour management (adjudications, IEP, MMPR and Restorative Justice frameworks) and case management of Children in a custodial environment;</p> <p>(c) providing for and allowing Contractor staff to engage with opportunities for ongoing joint training, awareness and reflection with partners;</p> <p>Detailed service requirements:</p> <p>(d) the Contractor shall implement and operate a range of human resource and Staff development arrangements that focus on putting in place and maintaining a cadre of high-quality Staff capable of delivering an outstanding Service. We believe that Children deserve the best high-quality education;</p> <p>(e) if the Contractor chooses to provide its personnel with a uniform which represents their organisation or business, it should not contain offensive words, slogans or badges. The uniform should not be similar to that of a Prison Officer, therefore no white shirts, black trousers or black ties</p> <p>Staffing qualifications and teacher status:</p> <p>(f) ensure that the majority of Staff delivering subjects within the education Curriculum have Qualified Teacher Status;</p>



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	<p>(g) ensure that key leaders and the majority of Staff in Child-facing roles (those that will build relationships with Children) are permanent members of staff. The Contractor shall put in place appropriate cover arrangements to ensure continuity of the Services, in the event of sickness, leave or vacancies;</p> <p>(h) ensure that all of the Staff involved in the delivery of the Services hold the required qualifications for the role they are undertaking and have suitable experience and aptitude to work with Children in the YOI – whilst we expect most teachers to have QTS, flexibility around this reflects the importance of staff being able to engage with and inspire Children across a broad range of learning needs and interests. The Contractor shall maintain the knowledge and experience of the Staff to ensure that Service delivery responds to changes during the duration of the Contract;</p> <p>(i) ensure that the Head of Education holds or is working towards an appropriate education leadership qualification (such as National Professional Qualification for Headship, Master of Arts or Master of Science in Education), and has the leadership capacity and capability to secure 'Good' or 'Excellent' outcomes (as defined in the Estyn framework);</p> <p>Quality (training, CPD):</p> <p>(j) ensure that relevant Staff who deliver the Services are appropriately trained and qualified (including in terms of safeguarding) to develop Learners and meet the additional support needs of Learners with ALN and/or disabilities;</p> <p>(k) provide all new Staff with a Staff Induction process which familiarises them with their role and the working environment of the YOI;</p> <p>(l) the Contractor shall work with OSPs and, as part of a partnership agreement, establish a plan to ensure that all OSP staff are sufficiently trained and skilled to work in the YOI environment. This shall include but is not limited to:</p> <ul style="list-style-type: none">i) key and security training;ii) safeguarding and Child protection responsibilities;iii) understanding psychologically informed approaches to trauma, and Adverse Childhood Experiences; andiv) relevant approved Authority (HMPPS and YCS) training. <p>(m) include Staff appraisal and performance management arrangements that identifies poor performance and addresses</p>
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	<p>any identified poor performance of Staff in a timely manner (in the reasonable opinion of the Authority), and good practice and excellence is acknowledged and shared;</p>
(n)	ensure the continuing professional development of Staff, supplying an annual Teacher Quality Management Plan to the Authority detailing the arrangements to maintain and improve teacher quality in line with the requirements of this specification;
(o)	ensure that Staff are released in order to attend any Staff Induction courses provided by the Custodial Operator, as well as any mandatory learning and development requirements associated with working in a custodial environment and whole system approaches to care as required by the Authority thereafter;
(p)	include arrangements that deliver qualified, competent and skilled supply staff to cover Services where regular Staff are unavailable;
(q)	ensure that all Staff contracts allow for sufficient non-contact time including providing for supervision and continuing professional development opportunities. The Contractor shall ensure appropriate arrangements are in place to ensure continuity of the Services during such times;
	Involvement of Children:
(r)	the Contractor will consider how Children's views and wishes can be included as part of and to improve Staff recruitment, training, and learning and development;
(s)	Leaders and Staff will consider as part of delivering their functions and care how Children's views and wishes can be included as part of and to improve the performance of the Services, as part of an integrated Regime/Curriculum of services provided to Children in the YOI;
(t)	Staff will support and work with Children, the Custodial Operator and the Authority to develop learner roles that support the quality of learning – such as Peer Mentors, learning support peers, assessors and trainers, and as teachers and other roles in education, to ensure staff capture the Child's voice and views;
	Continuity and succession:
(u)	include succession arrangements so that when/if Staff (particularly Key Personnel as set out in Schedule 14) leave, Children experience no gap in the provision of the Services;



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	<p>Recruitment:</p> <p>(v) consider other routes for recruiting high quality teachers and Staff, in different settings, from other sectors and through in-service training routeways – who could support and engage Children in custody through diverse lived and professional experience;</p> <p>Staffing levels and structure:</p> <p>(w) ensure that staffing levels are sufficient to deliver the Services set out in this Specification and specifically including:</p> <ul style="list-style-type: none">i) attending the needs led, integrated, individualised meetings and reviews for every Child;ii) being embedded within needs led, integrated, individualised approach across OSPs and on residential areas;iii) attending unit based guided reflective practice;iv) attending training; <p>(x) ensure that staff have the right skills and support to deliver the Services within a whole centre approach and collaboratively care for Children appropriately;</p> <p>(y) ensure that appropriate staffing levels are employed to deliver quality learning as appropriate for the setting and circumstances of each Child (e.g. one-to-one tuition where necessary, to those with ALN or for high achievers);</p> <p>(z) ensure that its staffing structure incorporates a balance of roles, experience and expertise sufficient to provide the Services, including a senior leadership team, middle managers, subject leaders, teachers and non-teachers to deliver and support the Curriculum;</p> <p>ALN and looked-after Children:</p> <p>(aa) designate a member of Staff to monitor compliance with the ALN code of practice;</p> <p>(bb) ensure that the Additional Learning Needs co-ordinator role is carried out by Staff qualified in line with regulations (Additional Learning Needs - Wales Act 2018);</p>
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	<p>(cc) ensure that there is a designated teacher for looked-after and previously looked-after Children, who can with OSPs add value to relationships with Children's Local Authorities.</p> <p>Head of Education succession:</p> <p>(dd) Where the Head of Education is to be recruited or replaced, the Contractor shall write to the Authority to gain the Authority's approval to appoint their preferred candidate, demonstrating that the preferred candidate's skills and competencies meet the Authority's requirements.</p> <p>Safeguarding:</p> <p>(ee) the Contractor will ensure that all of the Staff complete an enhanced Disclosure and Barring Service check and the required vetting as set out in PSI 07/2014 prior to taking up their role. The Contractor shall be responsible for any costs associated with these checks.</p> <p>Information sharing, guidance and legislation:</p> <p>(ff) implement appropriate communications processes to allow the Staff to be provided with information relevant to the delivery of the Services and ensure that the Contractor is able to share information about the Services with Prison Staff and OSPs to further raise staff awareness on specific aspects of the service;</p> <p>(gg) ensure that its staffing solution enables the Services to be provided in accordance with relevant guidance; and</p> <p>(hh) ensure that all staffing Services are delivered within the relevant legislative framework for operating the custodial environment for Children.</p>
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7.5 CURRICULUM DELIVERY – NEEDS LED, INTEGRATED, INDIVIDUALISED, ASSESSMENT AND LEARNING PLANS OPPORTUNITIES

Purpose	<p>The approach and Curriculum should provide broad education opportunities and support to each Child, targeted to their individual needs throughout their time in custody.</p> <p>As part of each Child's Arrival in Custody and Induction into the YOI, service experts undertake a range of assessments aimed at identifying each Child's specific vulnerabilities, risk factors, health and education needs.</p> <p>This multi-disciplinary understanding of each Child allows for integrated services plans – including Individual Learning and Work Plans – to be put in place throughout the Child's Induction Period.</p> <p>The Induction Period – which lasts for a maximum of 8 Working Days for Children on remand and 10 Working Days for sentenced Children sentenced to custody – is also the first opportunity to introduce Children to the learning opportunities and Curriculum being delivered.</p>
Outcomes	<p>A Curriculum that meets the range of assessed learning needs of both Welsh and English Children within the YOI environment, progressing their skills and understanding in subject areas relevant to those needs.</p> <p>Children are prepared for continuing education, work and/or training opportunities once they leave the Young Person's Unit – either resettled into their communities or transitioned into adult custody.</p>
Service Elements In scope	<p>The Contractor is responsible for:</p> <ul style="list-style-type: none">(a) the design and delivery of education elements of Induction programme;(b) creation and regular assessment/ review of an Individual Learning and Work Plan for each Child;(c) using all available previous and current education records to inform learning assessments of Children;(d) supporting the Custodial Operator in obtaining previous records of achievement from a range of places – including Local Authorities and schools and colleges;(e) providing a rigorous Learning Needs Assessment and Baseline Assessment process;



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	<p>(f) coordinating the Activity Allocation Board; and</p> <p>(g) providing careers education in partnership with Working Wales.</p>
Service Elements Out of Scope	<p>The Contractor shall not be responsible:</p> <p>(a) for managing, designing the whole (wider) or delivering non-education elements of the Induction programme;</p> <p>(b) for assessments of physical health and other assessments where the services are not designed to meet those needs; and</p> <p>(c) when a Child is unlikely to complete a full Induction within the set timescales from Arrival in Custody at the YOI, where exceptional needs must be met. For example, where:</p> <p>i) the Healthcare Providers assess that full clinical detoxification or treating a significant health concern/injury is paramount to the Child's needs; or</p> <p>ii) a Child has scheduled court appearances (such as a trial) over a number of days in the Induction Period.</p>
Operational Requirements	<p>The Contractor is responsible for the:</p> <p>(a) design and delivery of induction of Children to the Services, as part of a wider YOI Induction programme;</p> <p>(b) regular (minimum 6 weekly), expert assessment and review of the learning needs and interests of each Child, including the Child's own views, by a dedicated education adviser, resulting in an Individual Learning and Work Plan for each Child that reflects and reacts to their development as a Learner, during their time in the YOI;</p> <p>(c) dedicated education advisors must demonstrate how requirements in EHC Plans, ALN plans and other relevant external assessment for a Child's learning are being considered and applied in custody;</p> <p>(d) setting learning objectives in a personalised learning and skills plan for Children based upon assessments made and collaboratively developed with OSPs; and</p> <p>(e) allocate Children to learning (classes, distance learning, one-to-one, digital) within relevant governance structures involving appropriate staff members from the Custodial Operator.</p> <p>Learning Needs Assessment:</p>



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	(f)	in order to conduct effective Learning Needs Assessments, the Contractor shall work with and support the Custodial Operator to obtain direct from previous schools and colleges prior learning records and education plans (where these exist);
	(g)	the Contractor shall ensure that the Learning Needs Assessment results can be compared against the knowledge, skills and understanding required in the Welsh and English Curriculum and national standards for literacy and numeracy;
	(h)	the Learning Needs Assessment process shall identify any Children that require further assessments to diagnose any ALN and disabilities;
	(i)	Learning Needs Assessments will include consideration of Children abilities in oral language, literacy, numeracy and any special educational needs;
	(j)	where ALN is identified for the first time in the YOI, the Contractor shall bring the Child to the attention of the home Local Authority as someone who appears to have ALN;
	(k)	where a Child has an ALN plan, the Contractor shall liaise and cooperate with the Healthcare Providers and the home Local Authority to ensure that special educational provision set out in the ALN is maintained, as far as practicable;
	(l)	ALN targets / aims should be considered with the Child and other professionals in review and assessment processes that are needs led, integrated, individualised and reflected in plans and demonstrated in Curriculum choices.
		The Induction and Learning Needs Assessment Services provided by the Contractor shall include:
	(m)	Active engagement with the Activity Allocation Board (or similar), which will be managed by the Custodial Operator, managing the Allocation of Children, alongside nominated individuals from the YOI Caseworkers, residential teams and Security Teams;
	(n)	the Contractor shall, agree with the Custodial Operator and OSP a protocol for the mutual sharing of information that complies with all necessary legislation. This should include all relevant information on a Child's individual needs and any risk or security information. The protocol must aim to resolve barriers to sharing information;
	(o)	the Contractor's induction for Children to the Services shall form part of and contribute to the YOI's wider Induction programme. Spread across the Induction Period, the Contractor's education



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	<p>induction is usually equivalent to 1 full day of induction provided to each Child;</p>
(p)	<p>the Contractor shall conduct a Baseline Assessment for every Child as soon as is practicable following their Arrival in Custody at the YOI;</p>
(q)	<p>the Contractor shall ensure that the Baseline Assessment includes an assessment of literacy, numeracy and digital literacy using the WEST assessment tool. Further assessments should include those relevant to each Child's personal and social development. The Contractor shall ensure that the Baseline Assessment is conducted using appropriate standardised tests and that the results can be established against national curriculum levels and national standards for adult literacy and numeracy;</p>
(r)	<p>the Contractor shall ensure that the Baseline Assessment establishes skill levels and identifies the learning needs of:</p> <ul style="list-style-type: none">i) low attaining through to gifted and talented Children;ii) those with English as an additional language;iii) those who speak or want to speak Welsh as either a primary or additional language;iv) Children from Black, Asian and other ethnic backgrounds in the minority in the UK;v) those with differing degrees of ALN or other disabilities.
(s)	<p>the Baseline Assessment used by the Contractor shall take into account a Child's prior learning records and assessments (including records and assessments from a Child's previous custodial sentence or remand) where these have been received from YOTs/Caseworkers. For the avoidance of doubt, the gathering of such records and information from external Community providers and other YOIs is the responsibility of Caseworkers and YOTs. The Contractor shall, where requested, be expected to assist these parties to obtain such records if there is any difficulty in obtaining information from external sources;</p>
(t)	<p>the Contractor shall use ALN info (where this is provided), as the basis for the Learning Needs Assessment;</p>
(u)	<p>the Contractor shall ensure that the Learning Needs Assessment process is able to identify any Children that require further assessments to diagnose whether they have ALN. Where Children are identified as requiring further assessments to</p>



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	<p>diagnose ALN, the Contractor shall ensure that the necessary further assessments are conducted by the Contractor or through a third-party provider. The Contractor shall be responsible for working in partnership with the Child's home Local Authority to meet any additional costs incurred as a result of such further assessments and support their joint responsibilities to the Child on an ALN plan;</p>
(v)	<p>where ALN is identified for the first time in custody, the Contractor shall bring the Child to the attention of the home local authority as someone who appears to have ALN;</p>
(w)	<p>the Contractor shall ensure that ALN provision, identification and support of specific learning difficulties is in line with the Additional Learning Needs (Wales) Act 2018;</p>
(x)	<p>where a Child has an ALN plan, the Contractor shall liaise with and must cooperate with the home local authority to ensure that special educational provision set out in the ALN plan is maintained, as far as practicable. Where a Child has an ALN, the Contractor shall liaise with and must cooperate with the host Local Authority to ensure that special educational provision set out in the ALN is maintained, as far as practicable;</p>
(y)	<p>the Authority anticipates that additional provisions will be included to require the Contractor to:</p> <ul style="list-style-type: none">i) co-operate with the home Local Authority in relation to its duties pursuant to the ALN compliance, including but not limited to its duties to consult with the Contractor and its duties to seek advice and information from the Contractor; andii) provide to the Child such information as is provided by the home local authority to the Contractor for that Child pursuant to the ALN Regulations;
(z)	<p>the Contractor shall use the Baseline Assessment and Learning Needs Assessment and work with each Child to propose courses and learning activities that reflect their needs, potential and interests and that are reflected and recorded in an Individual Learning and Work Plan;</p>
(aa)	<p>each Child will have an Individual Learning and Work Plan in place that they have contributed to and understand, 5 Working Days following their Arrival in Custody at the YOI. Each Individual Learning and Work Plan will, with the Child, be regularly reviewed and updated – as a minimum, every 6 weeks.</p>



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	(bb)	the Contractor shall provide the Custodial Operator Casework Team with the agreed key information and target elements of the Individual Learning and Work Plan as soon as is practicable and use this as part of a multi-disciplinary team to develop integrated, individual remand/ sentence plans for each Child' within 10 Working Days of their Arrival in Custody;
	(cc)	the Contractor shall ensure that a Child does not repeat a course/ learning that they have already successfully completed. The Contractor acknowledges that education courses and each Child's participation in such courses or qualifications is dependent on risk assessments being conducted by the Security Team;
	(dd)	the Contractor shall provide Careers Education in partnership with Working Wales.;
	(ee)	the Contractor shall ensure that careers guidance shall form part of a Child's Induction during any review of their Individual Learning and Work Plans, and during the Child's Transition and Resettlement pathway planning;
	(ff)	the Contractor shall ensure all educational courses and learning activities pursued by a Child are agreed through the Activities Allocation Board;
	(gg)	the Contractor shall ensure that weekly Activity Allocation Boards are held – each meeting attended by relevant Staff – with nominated OSP representatives' attendance required;
	(hh)	the Contractor shall also ensure that the Activity Allocation Board can be scheduled ad-hoc, to agree the specific courses and learning activities that will be pursued by a Child when: <ul style="list-style-type: none">i) a Child's Initial Planning Meeting is being held prior to the next scheduled weekly Activity Allocation Board meeting; orii) a Child has unexpectedly completed or has to discontinue a course or learning activity.
	(ii)	in proposing alternative Services for a Child who has to discontinue a course or learning activity, the Contractor shall ensure that the Child does not repeat a course/ learning that they have already successfully completed;
	(jj)	the Contractor shall ensure attendance at every Activity Allocation Board meeting and will work with staff from other departments/ Services, for example, from the Healthcare Providers, and from Security and casework teams to ensure appropriate Allocation decisions are made. Where consensus



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	<p>cannot be reached on a Child's Allocation to a particular educational course or learning activity, the chair shall escalate the matter to the Custodial Operator and Head of Education immediately following the Activity Allocation Board for a decision. Any further dispute shall be decided by the Director (whose decision shall be final);</p>
(kk)	<p>agreement on the specific educational courses and learning activities pursued by a Child shall be reached in accordance with the procedures and timescales set out in standards for YCS;</p>
(ll)	<p>where the Child's needs and interests and relevant professional assessments allow for it, the Contractor shall arrange for Children to participate during their Induction Period in taster Sessions for educational courses;</p>
(mm)	<p>the Induction and Learning Needs Assessment Services shall be delivered by the Contractor within the relevant legislative framework for operating in a custodial environment with Children.</p>



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7.6 CURRICULUM DELIVERY AND DESIGN

Purpose	<p>The Curriculum will provide Children with a learning pathway that has been designed to meet their assessed learning needs and aspirations.</p> <p>Literacy, numeracy and digital literacy form core components of the Curriculum offered by the Contractor, as these reflect wide-spread needs for Children in custody.</p> <p>PE, sports and physical activity are important to Children's wellbeing and health.</p> <p>Education, training and work experience opportunities that focus on Resettlement shall also form part of the education offer to Children.</p> <p>The Curriculum and education initiatives will engage Children's families and carers – i.e. through family days, parents' evenings and cultural and celebration events.</p> <p>The Curriculum will enable Children to progress and achieve while in custody and contribute to either their transition into the adult estate or their successful Resettlement into the Community.</p>
Outcomes	<p>Curriculum design and delivery will ensure:</p> <ul style="list-style-type: none">(a) that the Contractor and YOI leadership (Custodial Operator) are signed up to shared aims and agree the content of the wider Curriculum (including activities for Children delivered by OSPs as well as the Services by the Contractor);(b) Children are engaged and their learning needs (including ALN) and aspirations are met, including overcoming barriers to their learning;(c) Children make good progress and that their potential is recognised and realised, contributing to either the successful transition to the adult estate or Resettlement into the Community and desistance from offending;(d) Children are able to progress along an education/ learning pathway that reflects their ability and potential, to future learning/work (recognising constraints of time available in custody to progress);(e) Children achieve learning aims, targets and outcomes (and receive accredited courses/qualifications where appropriate) which are reflected in their learning portfolios alongside the development of their social and communication skills, including personal resilience; and



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	(f) families and carers will be engaged in the education of Children (e.g. through initiatives such as 'parent's evenings', 'family days' and 'celebration events').
Service Elements In scope	<p>The Contractor is responsible for:</p> <ul style="list-style-type: none"> (a) the design/delivery/continual review of the Curriculum to ensure that the content and teaching methods are appropriate to meet the cohort's assessed needs and Estyn requirements; (b) delivering a Curriculum that meets ALN, Resettlement and LMI needs; (c) the delivery of interventions to address identified educational issues/barriers to learning; (d) the design and delivery of educational support services; (e) using learning support mentors and other positive roles, within the cohort and the provision of the Curriculum; and (f) contributing to a consistent behaviour management approach across the entire YOI.
Service Elements Out of Scope	<p>The Contractor is not responsible for:</p> <ul style="list-style-type: none"> (a) delivery of Custodial Operator provided activities (e.g. PE, Enrichment and careers' services); (b) routine health appointments, court appearances, legal visits, adjudications, routine family visits; (c) offending behaviour interventions; (d) library provision; (e) development of content external to Contractor (e.g. OU) (although the Contractor has a role in making such content available to Learners); (f) provision of non-educational support services; and (g) provision and maintenance of physical learning environments.
Operational Requirements	<p>The Contractor is responsible for:</p> <ul style="list-style-type: none"> (a) ensuring that during Induction Periods Children receive 'tasters' of different subjects;



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	<p>(b) delivery of Curriculum through appropriate teaching models to meet cohort's assessed needs;</p> <p>(c) delivery of interventions to address identified educational issues/barriers to learning (through additional support/specific learning for example, social skills;</p> <p>(d) supporting the Custodial Operator's development and management of interventions and desistance programme schedules that meet the needs of Children who are required to access those programmes</p> <p>(e) delivery of provision to meet ALN needs;</p> <p>(f) design and delivery of educational support services;</p> <p>(g) development and review in partnership with the YOI of safeguarding policies;</p> <p>(h) design and planning of Curriculum (which clearly sets out what is delivered by the Contractor); and</p> <p>(i) review of Curriculum to ensure it continues to meet the needs of Children and the workforce market (using appropriate data provided by DWP and others).</p> <p>Service requirements:</p> <p>(j) Curriculum delivery will promote wider Regime and have regard to security and movements and any relevant PSIs/PSOs;</p> <p>The Services will:</p> <p>(k) be delivered for 52 weeks per year except statutory bank holidays, with flexibility provided for other activities (e.g. family days, celebration events) and to reflect, religious and other holidays;</p> <p>(l) take place throughout the week and delivered within the specified education Sessions in accordance with the Contractor's timetabled day (and agreed with the Custodial Operator);</p> <p>(m) be delivered and available to each Child for at least 15 hours each week;</p> <p>(n) be delivered in a range of settings appropriate to the risk assessment and needs of Children and take into account the</p>
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	<p>wider Regime including classroom, workshop, support groups and one-to-one;</p>
	<p>(o) the Contractor shall develop a Curriculum and learning programmes which take into account the needs of the Children in the YOI including:</p> <ul style="list-style-type: none">i) taking into account custodial sentence length;ii) allowing Children to commence/conclude learning at any point during the year;iii) allowing Children to build on/conclude previous studies/continue studies commenced prior to Arrival in Custody at YOI;iv) working with Children to pursue learning aims and targets (including qualifications) that support transition to learning in communities (on custodial licence); or to further custodial learning provision (such as to another YOI or into Adult Prison) as applicable to the Learner's journey;
	<p>(p) The Contractor will:</p> <ul style="list-style-type: none">i) provide additional support to Children who require it due to risk/ vulnerability factors, ESOL or ALN;ii) ensure Children can access additional support (in groups and one-to-one);
	<p>(q) the Curriculum shall:</p> <ul style="list-style-type: none">i) be provided/delivered in accordance with relevant legislative frameworks including those around safeguarding and for operating in custodial environments. More detail on these is provided in Schedule 7 (Prisons);ii) accommodate the full spectrum of education abilities;iii) provide opportunities for accreditation at levels meeting each Child needs & abilities and that all qualifications are accredited;
	<p>(r) the Contractor will review and agree updates to the Curriculum each year with the Custodial Operator and Authority:</p> <ul style="list-style-type: none">i) in line with Estyn expectations;



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	<p>ii) ensure it continues to offer a range of qualifications that are meaningful to Children's education, training and employment opportunities within and following their period in the YOI;</p> <p>iii) takes into account results of YOI Resettlement analysis and market analysis (to ensure skills offer supports Employability);</p> <p>(s) the Curriculum will allow Children to enhance their skills through work-based learning and work experience both in the Prison and externally;</p> <p>(t) the Contractor will develop partnerships with external parties (e.g. voluntary, employers, schools, colleges) for a programme of off-site learning experiences (taking into account risk factors and security considerations);</p> <p>(u) the Contractor will ensure that materials are fit for purpose and fit within constraints of the Prison (the Custodial Operator will be responsible for maintaining the fabric of education facilities);</p> <p>(v) the Contractor is required to deliver provision through the medium of Welsh language, as appropriate to Children's needs, interests and views;</p> <p>(w) Curriculum delivery will provide for PE delivered by Custodial Operator – a minimum of 2 hours every week for each Child.</p> <p>Learning support mentors:</p> <p>(x) the Contractor will encourage and seek Children who have either successfully completed a pathway or are demonstrating high performance in a pathway to support their peers who need extra assistance by becoming a learning support mentor;</p> <p>(y) the Contractor will encourage and seek Children to advocate for any concerns that their peers may have regarding education, for example by using Peer Mentors where needed, and to represent their voices through the established youth council/ forum present in each YOI;</p> <p>(z) the Contractor will devise a method to ensure that all Children are aware of the role of the learning support mentors and Peer Mentors and are able to identify who the learning support mentors are in their cohort;</p> <p>(aa) the Contractor may refer Children who they feel would benefit from a learning support mentor to the service. This could include but is not restricted to Learners who need extra assistance in</p>
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	<p>how to produce and complete work or need to develop their understanding of English at a listening, reading or writing level to complete classroom work due to English not being their first language;</p>
	<p>Behaviour management</p>
(bb)	<p>the Contractor will work with the Custodial Operator and Learners to develop a behaviour management approach for learning and skills which meets the needs of Children and is consistent with the Custodial approach;</p>
(cc)	<p>the Contractor will develop a behaviour management approach which considers the individual needs (including neurodiversity needs) of all Children their care;</p>
(dd)	<p>the Contractor will communicate with the Child immediately when breaches or successes are identified and will communicate these to relevant staff within the YOI as necessary;</p>
(ee)	<p>the Contractor shall ensure positive behaviour is promoted, recognised and rewarded;</p>
(ff)	<p>the Contractor shall ensure Children strengths and needs (including historical and current individual and environmental factors) are understood and specifically addressed in plans to support good behaviour.</p>
(gg)	<p>the Contractor shall ensure complaints, formal requests and Incidents that require formal investigation are dealt with swiftly, fairly and rigorously;</p>
(hh)	<p>the Contractor shall ensure challenging behaviour is managed safely and justly through approaches which minimise its reoccurrence and ensure the safety, confidence and the welfare of all Children and Staff;</p>
	<p>Pathways</p>
(ii)	<p>the Contractor shall work with the Child regarding the selection of their pathway choices, ensuring their voices are included and they are aware of the criteria for being enrolled on to the course in regard to their qualifications and risk assessment status before they apply;</p>
(jj)	<p>in the event where a Child does not receive a pathway choice, the Contractor will engage with them to explain the reason why. This includes but is not extensive to reasons relating to pathway</p>



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	capacity, behavioural issues, 'keep-aparts' and any other risk assessment factors;
(kk)	where possible, the Contractor will work with the Child to devise a behavioural action plan that sets out what the Learner can do to access a wider range of pathway options in circumstances where the concern is the behaviour of the Learner;
(ll)	in the event that the Contractor makes any alterations to the pathway choices as a result of a cohort Needs Analysis or pathway demand, the Contractor will consult with the Children about the change before making final implementations, taking into account their views;
(mm)	the Contractor will take a proactive role in marketing the education offer to Children, e.g. through considering innovative ways to increase the interest or awareness amongst Learners for new pathway choices. This could include but is not restrictive to taster classes so Learners are aware of what to expect from the course;
(nn)	the Contractor shall provide a Curriculum which complements, and promotes participation in, the wider Regime. The organisation of the Curriculum and timetable by the Contractor shall have due regard to security, movements and restricted use of materials within the teaching areas, in accordance with local policies and procedures as well as applicable PSIs and PSOs;
(oo)	the Curriculum timetable shall be designed by the Contractor to ensure that each Child has the opportunity, following the completion of their Induction Period, to engage in the minimum required 15 hours of quality education activities per calendar week – to be supplemented by a minimum of 2 hours of PE provided by the Custodial Operator. Children should also have access to library services, Enrichment and sports and physical activities alongside their education;
(pp)	the Contractor shall ensure that the Curriculum includes provision of universal drugs and alcohol education for Children in line with Welsh Government guidance and strategy. The Contractor will work closely with the Healthcare Providers and OSPs to deliver education in relation to this;
(qq)	the Contractor shall ensure that learning programmes and the Curriculum are built on a foundation of literacy and numeracy in line with expectations set out in the Welsh and English Curriculums. The Contractor shall ensure the Curriculum enables Children to make progress in line with the Estyn Inspection Framework 2018;



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	<p>(rr) the Contractor shall ensure the Curriculum design and delivery ensures there is equality of access, any discrimination, harassment or victimisation is addressed, and equality and diversity issues are taken into consideration in line with the Equality Act 2010. The Contractor acknowledges that some ethnic minorities are disproportionately represented in the youth justice system. The Contractor shall ensure that its approach to equality and diversity issues pays particular attention to the demographic makeup of the group and addresses any issues this over-representation may present in order to narrow any achievement gaps and ensure inclusivity;</p> <p>(ss) the Contractor shall ensure, where possible, that the Curriculums meet the requirements of the Welsh and English Curriculums and ensure they are applied as appropriate to meet the needs of the needs of the Children.</p> <p>(tt) the Contractor shall update the Curriculum each year (as a minimum) and agree such updates with the Authority. The Contractor shall ensure that:</p> <ul style="list-style-type: none">i) the Curriculum is updated to remain in line with the Welsh and English national curriculums and in compliance of, the Estyn's Inspection Framework 2018;ii) the availability of Children to engage with the Curriculum shall be subject to the list of Authorised Non-Attendances; andiii) meet the current needs of Children.
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7.7 CURRICULUM DELIVERY – AWARDING BODIES

Purpose	To provide Children with consistency in their learning pathways within and beyond the YOI – whether transitioning to other youth custody, into the adult estate or if released back into their communities.
Outcomes	These requirements will allow the Children to undertake qualifications that are accredited and recognised. This allows Children to continue their studies if/when they transition into the adult estate or on release
Service Elements In scope	The Contractor will: <ul style="list-style-type: none">(a) deliver qualifications regulated/accredited by Qualifications Wales;(b) deliver assessments/examinations in line with the requirements of the Awarding Bodies and Qualifications Wales; and(c) regularly submit all attainment data via the Authority MIS System as detailed within Schedule 11 (Contract Management and Monitoring) and Schedule 13 (Key Performance Indicators).
Service Elements Out of Scope	The provision of the award by the Awarding Body.
Operational Requirements	Service requirements: <ul style="list-style-type: none">(a) the Contractor will, when delivering qualifications within the provision ensure the Awarding Bodies and qualifications delivered are Ofqual/Qualifications Wales regulated;(b) the Contractor shall submit regular data on the educational attainment of Children;(c) the Contractor shall ensure delivery arrangements and the learning environments – including examination environments – are designed to support Children to succeed in their learning, including suitable adaptations to support those with ALN.



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7.9 PARTNERSHIPS IN YOIS

Purpose	<p>(a) The Authority expects learning service delivery by the Contractor to be integrated with Custodial Operator services, as well as with OSPs provided to Children, so that the Regime works holistically to meet their individual needs and addresses their risk factors;</p> <p>(b) The Contractor shall be responsible for working with the Custodial Operator to plan, manage and deliver youth custody that has learning and skills at its heart. The Contractor and the Custodial Operator shall work together, in order to strengthen their partnerships and deliver improved outcomes for Children, including, but not limited to:</p> <ul style="list-style-type: none">i) leadership and governance;ii) a Child first approach to and engaging Children in learning and skills;iii) casework and sentence planning; andiv) safeguarding, risk and security management.
Outcomes	<p>(a) Children's learning and wider experiences in custody are cohesive across a framework of services that are targeted to their individual needs and integrated with one another.</p> <p>(b) Learning outcomes for Children can improve as a result of the Contractor working together with the Custodial Operator to deliver holistic, integrated services;</p> <p>(c) Children engage with Learning services and staff delivered by the Contractor that are embedded within multi-disciplinary teams and services.</p>
Service Elements In scope	<p>The Contractor is responsible for:</p> <p>(a) working with the Custodial Operator to develop partnership principles (contained within a Partnership Arrangement as detailed in Schedule 12 (Governance)) and to aim towards the development of partnership arrangements with other OSPs;</p> <p>(b) working and embedded within multi-disciplinary teams and contributing to the work of a wide range of service partners and key stakeholders, e.g:</p> <ul style="list-style-type: none">i) the Healthcare Providers;ii) the Custodial Operator;



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	<ul style="list-style-type: none">iii) SMT groups;iv) Local Authorities; andv) Authority and Welsh Government. <ul style="list-style-type: none">(c) contributing to ROTL boards run by the YOI and other Resettlement assessment of Children, supporting public safety;(d) ensuring that the Staff understand the principals of interventions and working with the Child's wider environment;(e) aligning learning activities with the wider activities required of Children's time in custody, such as contributing to multi-disciplinary assessment, care and sentence planning;(f) contributing to the Activity Allocation Board so that services best-meet the delivery needs of the Custodial Operator and OSPs;(g) sharing relevant information relating to each Child's ILWP and their progression in a timely way with the Child's Caseworker, their residential or health worker, advocate and OSP and other relevant party, particularly to facilitate a smooth Child's Transition or Resettlement;(h) providing staff (where necessary) to attend and contribute to relevant assessments, training and meetings with partners;(i) contributing to and adopting strategies that affect the entire YOI, e.g. behaviour management and security strategies.
Service Elements Out of Scope	<p>The Contractor is not responsible for:</p> <ul style="list-style-type: none">(a) Resettlement activities delivered by Custodial Operator, the Healthcare Providers or OSPs, thereby excluding:(b) Enrichment Activities and services being delivered that fall under the Custodial Operator or Healthcare Providers contract;(c) careers advice services for Welsh and English Children;(d) the delivery of education and learning services outside of the Prison falls outside of the bounds of this contract;(e) cleaning courses and qualifications; offending behaviour interventions; library service provision;



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	<p>(f) development of learning content and materials (including digital content) produced by other suppliers (e.g. OU) and OSPs;</p> <p>(g) those activities for which the Healthcare Providers is singularly responsible for delivering;</p> <p>(h) the management of Children on the licence period of detention; provision of Resettlement services including housing which are provided by the YOI/other suppliers;</p> <p>(i) staff resources required to deliver PE and Enrichment Activities provided by the Custodial Operator;</p> <p>(j) systems to monitor the performance of services delivered by OSPs, where these are not subcontracted, such as the Custodial Operator's services, Advocacy services and Healthcare Providers' services; and</p> <p>(k) the YOI complaints system.</p>
Operational Requirements	<p>The Contractor is responsible for:</p> <p>(m) developing, agreeing and signing up to partnership principles (contained within a Partnership Arrangement in accordance with Schedule 12 (Governance)) with the Custodial Operator;</p> <p>(n) working with the Healthcare Providers and others to help deliver integrated care to Children;</p> <p>(o) working with the Custodial Operator on joint initiatives such as behaviour management;</p> <p>(p) the Contractor will work with the Custodial Operator and Healthcare Providers to develop and agree a set of partnership principles (setting out joint working arrangements and a commitment to a shared vision and culture);</p> <p>(q) the Contractor will work with the Custodial Operator and Healthcare Providers on any joint training or other activities (including for the purposes of consistent approaches to behaviour management);</p> <p>(r) the senior manager for the Contractor will sit on the Custodial Operator's SMT, or equivalent.</p> <p>(s) work with the Custodial Operator to allow Children to design and deliver a forum or alternative to allow Children to inform the improvement of Services.</p>



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	<p>Casework and sentence planning:</p> <p>(t) the Contractor shall ensure that all of the Staff understand the principals of interventions and working with the Child's wider environment;</p> <p>(u) the Contractor shall put in place suitable communications processes for the Staff, and adhere to those required by the Custodial Operator, to share information that is pertinent to the care of a Child with the relevant professionals working for the Custodial Operator – such as in the Casework Team, and safeguarding function – and Healthcare Providers and other partners, including onward referral where health or substance misuse concerns are identified in the classroom setting;</p> <p>(v) the Contractor shall ensure Children pursue education courses and learning activities based on their needs and considering their views, which shall align with wider assessment information and sentence planning aims and objectives. The Contractor shall liaise with Caseworkers and YOTs or directly with relevant education, training and employment provision;</p> <p>(w) the Custodial Operator shall be responsible for arranging weekly Activity Allocation Boards and any ad-hoc Activity Allocation Boards as necessary. The Contractor shall ensure that every Activity Allocation Board meeting is attended by a designated senior member of the Staff and includes nominated managers from the Security Team and the Casework Team.</p> <p>(x) the Contractor shall work with and support the YOI (Caseworkers) and Child's YOT to get sent into the YOI from Community education providers the Child's previous assessments, records and/ or mainstream curriculum work;</p> <p>(y) the Contractor shall ensure that the agreed key elements of each Child's Baseline Assessments and Individual Learning and Work Plan are shared with the Casework Team as soon as is practicable for incorporation within each Child's remand/ sentence plan – required to be produced in line with the agreed KPIs</p> <p>(z) the Contractor shall ensure that the Casework Team and other multidisciplinary partners are provided with regularly updated educational information on each Child;</p> <p>(aa) where it is agreed that a Child has to discontinue a course/learning activity, the Contractor shall work through the Activities Allocation Board with the Casework and Security Teams and other functions as required to ensure there is no</p>
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	<p>delay in that Child being allocated to and pursuing alternative courses/learning activities;</p>
(bb)	<p>the Contractor shall ensure that resourcing enables staff with suitable working knowledge of and who have built relationships with Children are available to attend and contribute to multi-disciplinary meetings, which could include:</p> <ul style="list-style-type: none">i) assessment of Children;ii) remand or sentence plan review meetings;iii) ROTL and Resettlement or transition planning;iv) emergency risk and safeguarding meetings;v) review of physical restraint Incidents;vi) preparation for and attendance at adjudications where needed.
(cc)	<p>the Contractor shall ensure that all requests made by the Custodial Operator for information and support are dealt with in line with the appropriate urgency of the request;</p>
(dd)	<p>the Contractor shall be responsible for ensuring a Child's education record is shared with the relevant Community stakeholder upon a Child's Resettlement. The agreed Authority/YCS forms, Individual Learning and Work Plan, relevant assessments and progress reports should be shared with the YOT via the Casework Team within a maximum of 5 Working Days following the end of a Child's remand period and 5 Working Days prior to the end of a Child's custodial sentence. Records are to be shared directly with the Community educational provider to additionally ensure effective information dissemination;</p>
(ee)	<p>where a Child Transfers to another YOI or to the adult estate, the Contractor shall be responsible for ensuring that the Casework Team is provided with the requisite information to complete agreed Authority/YCS forms electronically - including Individual Learning and Work Plans, relevant assessments and progress reports – within a maximum of 5 Working Days prior to a Child's move, where planned; or within 5 Working Days following a Child's Transfer, where this is unplanned. In addition, the Contractor shall liaise with the learning and skills staff in the receiving secure establishment and ensure agreed Authority/YCS forms, Individual Learning and Work Plan,</p>



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	<p>relevant assessments and progress reports are shared directly to ensure effective information dissemination;</p>
(ff)	<p>the Contractor shall work alongside the Casework Team, YOTs and wider Local Authorities and youth justice resettlement agencies, and shall attend all required meetings and shall provide all requested information to assist in a Child's Resettlement pathway planning;</p>
(gg)	<p>the Contractor shall implement appropriate communications processes to allow the Staff to be provided with information relevant to the delivery of the Services and ensure that the Contractor is able to share information about the Services with the Custodial Operator to further raise Prison Staff awareness on specific aspects of the Service;</p>
	<p>Leadership and governance</p>
(hh)	<p>the Head of Education shall ensure an operational interface partnering agreement is put in place and agreed with the Custodial Operator describing how the education and custodial provision will work together to deliver improved outcomes for Children. This agreement will include regular bilateral meetings between the Head of Education and the "Head of YPU" or other designated person;</p>
(ii)	<p>the Contractor shall ensure that the Head of Education or appropriate representative attends all SMT meetings held by the Head of YPU and education managers attend strategic meetings as requested;</p>
(jj)	<p>the Contractor shall work with the YOI to plan and manage the Services to ensure that delivery fits within the wider custodial environment of the YOI;</p>
(kk)	<p>the Contractor shall ensure that the chair of the Activities Allocation Board ensures that any escalated activity planning decisions are discussed and resolved by the Head of Custodial Services and the Head of Education, or escalated to the Director within 24 hours;</p>
(ll)	<p>the Contractor shall liaise with and contribute to the work of YOI senior managers in developing Contractor policies and procedures aimed at ensuring the wellbeing, safety and security of Children and the public, including SIRs, IEP schemes, care planning arrangements, separation and ACCT reviews, etc;</p>
	<p>Risk and security management</p>



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	(mm)	the Contractor shall liaise with the Custodial Operator to ensure that there are suitable procedures and processes in place to enable the Staff to share relevant information about Children's behaviour (or anything that might be considered pertinent to the management of an individual) with YOI Prison Staff in a timely manner following each morning/afternoon education Session;
	(nn)	the Contractor shall work with the Custodial Operator to implement agreed behaviour management strategies to ensure there is a collaborative and consistent approach to behaviour management;
	(oo)	the Contractor shall ensure that the Staff understand their role within the context of the YOI's behaviour management strategy;
	(pp)	the Contractor shall ensure that all education courses and learning activities have due regard for the Custodial Operators local policies and procedures, security and restricted use of materials;
	(qq)	<p>The Contractor shall ensure that the organisation of the Curriculum and its associated timetable adheres to:</p> <ul style="list-style-type: none">i) the pre-agreed and jointly developed Regimeii) the YOI's published movement times, that have been agreed through the Partnership Arrangement, to and from morning/afternoon education Sessions; andiii) agreed movement times to and from lessons within each morning/afternoon education Session.
	(rr)	<p>the Contractor shall ensure that the Custodial Operator's mandatory training is completed, including:</p> <ul style="list-style-type: none">i) security and key training (approximately 3 hours) forms part of the Staff Induction for all of the Staff;ii) safeguarding and child protection training; andiii) relevant approved YCS training.
	(ss)	the Contractor acknowledges that the Staff shall not be able to move unaccompanied within the YOI or work unsupervised with Children until they have completed this mandatory training;
	(tt)	the Contractor shall ensure that the Staff are available to supervise Children before the start of education Sessions and are responsible for Children following the end of each, until they



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	<p>have been escorted elsewhere by custodial staff, as agreed through the partnership agreement;</p>
(uu)	<p>the Contractor shall ensure that all of the Staff update the Authority designated systems with information about Children's behaviour (or anything that might be considered pertinent to the management of an individual), complete and submit intelligence reports where necessary and if there is an imminent threat to safety or security, verbally share with the Custodial Operator as soon as possible or appropriate.</p>
	<p>Children's participation in education</p>
(vv)	<p>the Contractor shall liaise as required with the Custodial Operator to ensure that education is provided to all Children regardless of their circumstances for example, those Children whose movement within is restricted due to their risk or vulnerability factors;</p>
(ww)	<p>the Contractor shall liaise with the Custodial Operator to implement strategies for re-engaging Children who routinely refuse to participate in education provision or engage with their Individual Learning and Work Plan;</p>
(xx)	<p>the Contractor shall work with the Custodial Operator to promote the positive behaviours of Children and maximise their engagement in education and maintain progress against their Individual Learning and Work Plan;</p>
(yy)	<p>the Contractor shall work with the Custodial Operator to implement behaviour management strategies and ensure that IEP strategies are utilised for re-engaging Children as well as to celebrate positive engagement and achievement;</p>
(zz)	<p>the Contractor shall work with the Custodial Operator to ensure that procedures and processes are in place to inform the Contractor of reactive decisions taken by the Custodial Operator which impact on a Child's participation in education activities;</p>
(aaa)	<p>the Contractor shall ensure that Children's participation in education is not hindered by insufficient levels of Staff, including insufficient levels of staff due to sickness, leave or vacancies;</p>
(bbb)	<p>the Contractor shall work with the Custodial Operator to develop and maintain an integrated timetable of Children's scheduled activities that can be made available to all appropriate Staff, the Custodial Operator and partner staff, to allow identification of when each Child is undertaking learning and other activities, and when available during the YOI Regime/ Curriculum day. The</p>



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	<p>Contractor shall ensure that each Child has an up-to-date copy of their personalised timetable.</p>
	<p>Facilities Management</p>
(ccc)	<p>The Custodial Operator, or their designated facilities management services provider ("FM Provider"), will provide the maintenance of the prison learning areas building fabric, which includes all services and fixtures that are included at the time of handover to the Contractor. The maintenance provision does not include any services or equipment that is supplied or fitted by the Contractor. These services and equipment will be detailed on an asset register that will be provided to the Authority by the Contractor.</p>
(ddd)	<p>The Custodial Operator or their designated FM Provider will be responsible for ensuring continued light, heat, water and power to the learning areas as well as the cleaning of secure areas and will be responsible for the general cleaning of the learning areas. Cleaning or maintenance activity may be undertaken by prisoners.</p>
(eee)	<p>Any damage to the learning areas' building fabric caused by the Contractor and its staff will be the responsibility of the Contractor. Damage to the learning areas' building fabric caused by learners under the Contractor's supervision, that can be attributed to the Contractor's failure to comply with its contractual requirements (or any other relevant Authority requirements notified to the Contractor) in respect of supervising the learners, will also be the responsibility of the Contractor. Any works undertaken by the Custodial Operator or FM Provider to repair the aforementioned damage will be recharged to the Contractor.</p>
(fff)	<p>Repairs required to the building fabric due to normal wear and tear will be the responsibility of the Custodial Operator or their designated FM Provider.</p>
(ggg)	<p>During mobilisation, the Contractor, Custodial Operator and their designated FM Providers are expected to formally agree their roles and responsibilities for the maintenance, cleaning and waste removal arrangements (including arrangements for disposal of any higher risk waste) for the learning areas and equipment, including assigning responsibility for the supervision of any prisoners undertaking cleaning, maintenance or waste removal activity.</p>
	<p>Cleaning and Waste Removal</p>
(hhh)	<p>Prisoners may be employed to clean the vocational workshops, the learning areas and the outdoor vocational areas. These prisoners will be above and beyond the number allocated to</p>



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	<p>learning and skills provision and will form a core group of prisoners who are usually called orderlies.</p>
(iii)	<p>The Custodial Operator, or their designated FM Provider will be responsible for waste removal and recycling. General waste disposal and recycling will be collected by staff or prisoners who work in the recycling centre. In the event of a large amount of waste being made that cannot be accommodated through the recycling centre, for instance, if a delivery creates excessive packing materials, the Contractor must organise the removal of the waste in accordance with the Custodial Operator's requirements, liaising with the Custodial Operator and/or the FM Provider where appropriate.</p>
(jjj)	<p>If the learning and skills training that is delivered in the workshops produces any waste which cannot be routinely recycled, for instance, metal shavings or hazardous chemicals, the Contractor must organise the removal of the waste in accordance with the Custodial Operator's requirements, liaising with the Custodial Operator and/or the FM Provider where appropriate.</p>
(kkk)	<p>The successful Bidder should be aware that there are certain waste items that become more risky in the custodial environment, because they could be used to form a weapon or aid an escape. These items must not be disposed of through normal waste or recycling processes.</p>
	<p>Tools and Equipment</p>
(III)	<p>Any tools and equipment used in the learning areas must be properly catalogued, stored and accounted for at the beginning and end of each learning and skills session, in line with the local security instructions. Contractor personnel must check the tools and equipment and sign to confirm that they have been accounted for before any learner can enter the learning area at the beginning of a session or leave the learning area at the end of a session.</p>
(mmm)	<p>HMP & YOI Parc's security department will work with the Contractor during mobilisation to determine tools and equipment and make the necessary arrangements for them to be catalogued, engraved, and stored appropriately. This will be at the Contractor's cost.</p>
(nnn)	<p>Information on how to manage equipment in a prison will be given to the Contractor during their Induction into HMP & YOI Parc.</p>



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7.10 PARTNERSHIPS WITH COMMUNITY AND OTHER SERVICES

Purpose	<p>(a) All partners in the YOI shall build and maintain strong strategic partnerships with local authorities (including YOTs) and education, training and work providers in Children's communities to contribute to the successful Resettlement of Children from the YOI.</p> <p>(b) The Services shall strengthen the opportunities Children have to develop Community ties and help them to prepare for their release.</p> <p>(c) The Contractor shall work closely with the YOI Casework Team to ensure that the education and employment Resettlement pathways for Children being released are prioritised according to their needs. This shall include contributing to ROTL procedures where this meets the identified needs and YOI risk assessments.</p> <p>(d) The Contractor shall use these same partnerships and working relationships to support Transition of Children.</p>
Outcomes	<p>(a) Children's education, training and employment needs are met throughout the entirety of their sentence – including effective transition to future education, training and employment provision beyond the Prison (ensuring that Children's needs continue to be met); and</p> <p>(b) Children are encouraged and supported to consider their future learning, career and work opportunities in their home Communities, as part of their Resettlement (or transition) pathways planning.</p>
Service Elements In scope	<p>The Contractor is responsible for developing partnerships and relevant /secure data sharing to enable effective Child progression with e.g.:</p> <p>(a) Community organisations;</p>



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	<ul style="list-style-type: none">(b) Community education providers;(c) work suppliers;(d) YOTs;(e) Local Authorities; and(f) Careers Wales.
Service Elements Out of Scope	<p>The Contractor is not responsible for:</p> <ul style="list-style-type: none">(a) the delivery of Community education, training and work opportunities;(b) the management or oversight of Children's learning during their licenced period of detention (outside of custody the management or oversight of Children's learning during their licenced period of detention (outside of custody); and(c) provision of Resettlement services and support for areas outside of education, training, and learning, that are the responsibility of OSPs, such as for housing and healthcare.
Operational Requirements	<p>The Services provided by the Contractor shall include:</p> <ul style="list-style-type: none">(a) developing partnerships, for example with Community organisations, Community education and work suppliers;(b) working with relevant YOI partners and education and training providers and employers to create learning opportunities (including on ROTL) relevant to Children's development, Resettlement, and transition needs;(c) establishing information sharing arrangements with local authorities (including YOTs) and education or training providers within communities;(d) establishing information sharing arrangements with the Custodial Operator relevant to the needs led, integrated, individualised development plans, review and transition, remand and sentence planning processes in line with local policies, procedures and staff responsibilities and through the Resettlement of Children (in particular, ROTL procedures);(e) enabling Children to progress to further learning and employment or self-employment relevant to their skills (and interests) for example, through ROTL or on release;



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	<p>(f) enabling Children to obtain relevant qualifications such that they can progress to the next stage of their education into courses that lead to higher-level qualifications and into jobs that meet local and national needs;</p> <p>(g) tailored plans for Children enabling a smooth transition to the Community with active engagement in a needs led, integrated, individualised plan from the Child and their family/carers and all those engaged in the collaborative OSP process.</p> <p>Service requirements:</p> <p>(h) the Contractor shall develop effective partnerships with education and training suppliers in the Community to help them understand how best to support Children (in the Community) in order to facilitate their Resettlement. Wherever possible, the Contractor shall arrange and participate in a transitional review with a Child at the receiving education institution.</p> <p>(i) the Contractor shall work with the Custodial Operator to ensure that any careers advice is fed into any Resettlement planning and can be linked to opportunities in the Child home Community;</p> <p>(j) the Contractor shall record on Authority specified systems, the education, training or employment pursued by Children and following their departure from the YOI and make reasonable efforts to confirm with the respective YOT their sustained education, training or employment at three months and six months following departure;</p> <p>(k) within 5 Working Days following the end of a Child's remand and 5 Working Days prior to the end of a Child or Child's custodial sentence, the Contractor shall:</p> <ul style="list-style-type: none">i) transfer all information electronically relating to a Child education needs and attainment using relevant forms to the receiving local authority and education or training provider; andii) complete all required Custodial Operator forms (including those required by the Authority) and provide all other required education information pertaining to the Child progress during their time at the YOI to the receiving YOT electronically:<ul style="list-style-type: none">1. records of all information sent to YOTs should be maintained by the Contractor for two years from the date sent, after which time they must be destroyed securely in line Data Protection
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	<p>Legislation regarding Personal Data. All records must be made available electronically at the Authority's request if required in the period they are retained;</p> <p>2. where a Child Transfers to another YOI or into the adult prison estate, the Contractor shall ensure that relevant teams within the secure setting are provided with the agreed forms electronically and all education information pertaining to the Child progress during their stay in the YOI within a maximum 5 Working Days prior to the end of a planned transfer and 5 Working Days following an unplanned transfer.</p>
(l)	all information transferred by the Contractor to external bodies will be done so securely. The Contractor shall at all times have due regard to its responsibilities and obligations under Data Protection Legislation regarding the transfer of Personal Data (further details are contained in Schedule 9 (Data Protection));
(m)	the Contractor shall ensure that any requests for further information relating to a Child education in custody received from the YOT, local authority, Community education supplier or employer are responded to within 5 Working Days from receipt of request. The Contractor shall at all times have due regard to its responsibilities and obligations under Data Protection Legislation regarding the transfer of Personal Data.
(n)	Where the Contractor is concerned that a Child Resettlement pathway does not enable them to progress to the next stage in their learning, the Contractor shall bring this to the attention of the Custodial Operator and the Authority as soon as possible.



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7.11 DELIVERY OF SERVICES – CONTEXT (INCLUDING LEGISLATION, PLANNING AND DIGITAL DELIVERY)

Purpose	To provide an integrated system of sharing the necessary information that is dealt with securely and adheres with Legislation.
Outcomes	<p>Children are supported and safeguarded from Arrival in Custody to their departure, through services co-ordinating information management and sharing.</p> <p>Children's experience of services and treatment by staff is caring, consistent, collaborative and integrated.</p> <p>Children are able and equipped to effectively re-integrate back into their Community, or to transition to youth or adult custody.</p>
Service Elements In scope	<p>The Contractor shall:</p> <ul style="list-style-type: none"> (a) plan and implement their provision in line with Good Industry Practice, the relevant Prison Service Orders (PSOs) and Prison Service Instructions (PSIs) or any such successor standards; (b) develop a secure system in consultation with the Authority in accordance with PSOs, PSIs, National Security Framework, Data Protection Act 2018 (including GDPR), Safe Systems of Work (SSOW) or any similar standards; (c) adhere to the Equality Act 2010 and the United Nations Convention on the Rights of the Child (UNCRC); (d) works with the Custodial Operator to carry out risk assessments of the YOI; and (e) detail general management approaches and key personnel.
Service Elements Out of Scope	It is not the Contractor's responsibility to share information provided/used by other services.
Operational Requirements	The Contractor shall have in place, and shall maintain throughout the Term, standards which accord with Good Industry Practice, the relevant Prison Service Orders (PSOs) and Prison Service Instructions (PSIs) or any such successor standards as are in place from time to time (set out on the GOV.UK website) and shall, in consultation with the Authority, develop a security system in accordance with PSOs, PSIs, National Security Framework, the Data Protection Act 2018 (including GDPR), Safe Systems of Work (SSOW) or any similar standards each as in force from time to time.



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	<p>The Contractor shall ensure that:</p> <ul style="list-style-type: none">(a) the Services provided engage and support the progression of Children with different Protected Characteristics in accordance with the requirements of the Equality Act 2010;(b) where the provision of the Services produces new information that requires modification of a Child assessed needs, or results in updates to a Learner's information (such as completed learning aims), that information is accurately uploaded within 5 Working Days to a live digital platform or such system as the Authority will specify to the Contractor from time to time;(c) it works with the Custodial Operator to put in place a physical environment at the YOI that is conducive to learning, for example, using study areas, workshops, and classrooms as appropriate;(d) it works with the Custodial Operator to carry out a risk assessment of the YOI where it is to provide the Services;(e) it works with the Authority and the Governor/Director to plan the delivery of Services through compliance with Schedule 12 (Governance). The Contractor shall document:<ul style="list-style-type: none">i) the general management of the Services;ii) details of Key Personnel (and Sub-Contractors where applicable) delivering the Services; andiii) which of the Authority's personnel instructions, authorise and approve Services commencement and completion;(f) it utilises digital systems and/or tools as appropriate in the delivery of the Services (further details are provided in Section 7.12 'ICT Services'). The Contractor shall provide such digital education systems and/or tools and content as part of its operations and delivery of the Services as well as interacting with and utilising any ICT systems made available at either a local or national level as requested by the Authority and/or the Custodial Operator.
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7.12 ICT SERVICES

Purpose	<p>The Contractor shall provide the ICT Services which ensure that information created and held by the Contractor is managed effectively and to enable the delivery and improvement of education and the Services, supporting performance management and governance procedures and allowing for information and data to be stored securely and shared in a timely manner.</p> <p>The ICT Services provided shall take into account the sensitivities of dealing with Personal Data, and the Contractor shall structure the content of ICT provision and information sharing procedures in accordance with applicable laws and regulations and adhere to ISO 27001. Further details are set out in Schedule 6 (Information Assurance and Security).</p>
Outcomes	<p>ICT Services shall provide relevant and up-to-date information about Children's achievements, needs and risk factors, and enable them to be fully engaged with education (including through the use of digital hardware such as 'smart boards'). The ICT Services shall support a Child through successful transition or settlement onward from the YOI.</p> <p>Children's timetables and learning plan information will be able to be shared with and freely accessible to relevant staff, partners and to Children themselves, including via any in-room/ personal devices.</p> <p>Children will also be able to access (authorised) learning content in their room, including via any in-room/personal devices.</p>
Service Elements In scope	<p>The Contractor is responsible for:</p> <ul style="list-style-type: none"> (a) an up-to-date and secure ICT solution to support the implementation and delivery of the Services; (b) utilising and contributing to the on-going development of Virtual Campus2; and (c) providing secure systems and protocols for the recording, storage, analysis and communication of information.
Service Elements Out of Scope	<ul style="list-style-type: none"> (a) The Authority shall be responsible for the internet connection into the YOI (both Live Access and restricted access), providing access to the Virtual Campus2; and (b) Management and security of information held in the Authority or other Service Suppliers' systems.
Operational Requirements	<p>The Contractor is responsible for:</p>



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	(a)	the design (or purchase) and maintenance of an ICT solution (including any necessary infrastructure) to support the implementation and delivery of the Services;
	(b)	utilising and contributing to the on-going development of Virtual Campus2 or 'Hub' or other system as so required by the Authority as an educational and learning tool;
	(c)	providing systems and protocols for the recording, storage, analysis and communication of information relating to the management of Children and the Services delivered by the Contractor;
	(d)	installing the Contractor's ICT solution into the Prison, to ensure it is operational (and in accordance with relevant security requirements outlined in Schedule 6) of this Contract;
	Service requirements:	
	(e)	the Contractor shall develop and maintain an ICT Service which enables collaborative partnership working arrangements, both strategic and operational, with suppliers of other services within the custodial setting and supports access to Resettlement services in the Community;
	(f)	the Contractor shall implement such ICT systems, education delivery, and learning equipment and tools necessary for the delivery of the Curriculum and facilitation of examinations;
	(g)	the Contractor shall be responsible for the installation of all infrastructures to support the ICT Services, including equipment, related infrastructure, servers, licences, accreditations;
	(h)	the Contractor shall provide, maintain and refresh the ICT equipment used for the delivery of the Services where these are not already provided (or separately agreed to be provided in future) by the Authority. The Contractor shall implement a programme of refreshing ICT equipment, including updating of any security restrictions, to ensure that all ICT hardware is able to use a recent operating system version and a recent version of all core applications. The Contractor acknowledges that software application and/or operating versions will cease to be considered recent if they are no longer fully supported by their manufacturer;
	(i)	ICT services provided by the Contractor will ensure the necessary technical components to enable access to Virtual Campus2, 'The Hub' or other system so required by the Authority;



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	(j)	the Contractor shall provide an adequate number of printers for use with the Services. Printers used in a classroom setting shall be operated from a secure network;
	(k)	whilst the Authority shall provide minimum access and infrastructure to enable access to Virtual Campus2, the 'Hub' or other system so required by the Authority, the Contractor shall be required to work with the Custodial Operator to support the ongoing content development of the Virtual Campus2 to ensure that the content remains Child specific and includes agreed elements which are consistent across the under-18 YOI estate;
	(l)	the Contractor shall ensure that the ICT Services solution has the ability to be adapted to interface with all other appropriate ICT systems (as agreed with the Authority) during the Term. The nature of any future interfaces shall be agreed between the Contractor and the Authority;
	(m)	the ICT Services provided by the Contractor shall, as far as possible, replicate typical ICT resources available in strong state-funded schools and alternative provision settings, subject to the restrictions imposed by the operating environment;
	(n)	the Contractor shall allow Children to access internet-based examinations through the Virtual Campus2 system, 'Hub' or other system required by the Authority. The Contractor shall ensure that the Child is registered to undertake the examination within any timescales required by the relevant Awarding Body and/or Qualifications Wales. The Contractor shall allow Children to undertake such examinations within a secure examination pod at the scheduled assessment time. The secure pod shall meet any standards set by the Awarding Body, including supervision levels. Access to internet-based examinations shall only be available once a Child is registered to take a particular examination.
	(o)	the Contractor shall develop and maintain ICT Service which is able to electronically hold, import and export information relating to the Children learning needs, education progress and achievement which shall be shared with other departments and agencies in the YOI and the wider Community including, other education suppliers, the Resettlement team, Healthcare Providers, YOTs and Resettlement agencies;
	(p)	the ICT Service provided by the Contractor shall enable it to monitor, evaluate and track information regarding Children's learning needs, progress, achievement, behaviour and attendance. The Contractor shall ensure that all performance



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	<p>monitoring information relating to the Child is recorded and held centrally;</p>
(q)	<p>the Contractor shall provide a system which is able to centrally record and update information relating to Children including individual Learning Needs Assessments, education plans, Education Interventions, education achievements and Resettlement pathway plans. Such a system must be accessible by the Casework Team and other YOI staff members;</p>
(r)	<p>the Contractor system shall enable the secure electronic transfer of a Child education record while in custody to the home YOT, Probation Service and/or education, training and employment and Resettlement services. If a Child Transfers between secure settings either within the Child's YOI or to the Adult Prison, the Contractor shall securely and electronically transfer their education record as appropriate and in an appropriate file format;</p>
(s)	<p>the Contractor shall capture the relevant information and electronically submit to the Authority the required reports (in accordance with Schedule 6 (Information Assurance and Security) and Schedule 11 (Contract Management and Monitoring)). The Contractor shall ensure that all information and data recording systems are able to export data in XML format or other format required by the Authority;</p>
(t)	<p>the Contractor shall, wherever possible, ensure that Children can access educational work (both completed or in progress) which has been stored electronically in the Community prior to their Arrival in Custody;</p>
(u)	<p>the Contractor shall ensure that the ICT Services solution achieves a minimum service availability of ninety-nine percent during the Contractor's day;</p>
(v)	<p>the service continuity plan shall also define expected timeframes for returning to business as usual. The Contractor's service continuity plan shall be implemented during the Mobilisation Phase;</p>
(w)	<p>all ICT Services provided by the Contractor shall (comply with the guidelines set out in "ICT restrictions in HMP Young Offenders Institutions Estate".</p>



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7.13 LEARNING SERVICE RECORD

Purpose	<p>The Contractor is required to access the 'Learning Record Service (LRS)' in order to consult the 'Personal Learning Record (PLR)', where available, through the 'Unique Learner Number (ULN)' of the Child in order to determine their previous learning and achievement.</p> <p>The PLR brings together in one place, the information already collected by education providers and Awarding Bodies including minimal demographic details, learning participation and achievement. This creates a lifelong record that Children can share with education providers and employers if they choose to do so.</p>
Outcome	<p>All Learners in the Prison will have a Unique Learner Number (ULN) and qualifications undertaken during their time in custody will include the ULN to enable Awarding Bodies to update the Childs record to provide an accurate record of all learning and qualifications undertaken and achieved during their time in custody.</p>
Service Elements in Scope	<p>Access the Learning Record Service (LRS) and use the Personal Learning Record (PLR) to inform the creation of the ILWP.</p>
Service Elements out of Scope	<p>N/A</p>
Operational Requirements	<p>The Contractor shall make sure:</p> <ul style="list-style-type: none">(a) that they are a registered learning provider and appear on the UK Register of Learning Providers and follow the prescribed guide;(b) that all Children at the Prison have a ULN;(c) where a Child does not know their ULN, that the Contractor takes all necessary steps to enable them to search for or register the Child;(d) that the ULN is shown on all Children's work submitted to Awarding Bodies so that they can record achievements;(e) that they contribute to the Learning Record Service of each Learner and the PLR where available throughout the Childs time in custody.



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7.14 WELSH LANGUAGE PROVISION

Purpose	The Contractor shall apply the principle of equality for both Welsh and English language for the delivery of the Services. The Contractor shall ensure that the Services includes comprehensive Welsh language services to create an education system that increases the opportunity for Prisoners to learn Welsh and be exposed to the Welsh language and culture.
Outcomes	The Authority wishes to ensure that any Learner at the Prison is able to access learning and skills provision and undertaking any Qualification through the medium of Welsh; and the Welsh language culture is promoted. The Contractor should develop an education provision which increases rates of progression, and supports everyone, whatever their command of the language, to develop Welsh language skills for use socially and in the workplace.
Service Elements in Scope	<p>The Contractor shall:</p> <ul style="list-style-type: none">(a) ensure all teaching materials are made available to the Children who request them through the medium of Welsh;(b) ensure the initial assessment can be carried out through the medium of Welsh; and(c) provide relevant reading material in partnership with the library services.
Service Elements out of Scope	The Custodial Operator shall ensure the relevant percentage of reading materials is made available through the library services.
Operational Requirements	<p>The Contractor shall provide the following Welsh language provision as a minimum:</p> <ul style="list-style-type: none">(a) provide training, support and assessment to Children wishing to undertake qualifications through the medium of Welsh by appropriately qualified Welsh speaking staff;(b) Essential Skills are provided in Welsh for those Children returning to a Welsh speaking community whose first language Welsh skills are below level 2;(c) all signage in both Welsh and English;(d) Welsh examples are used in teaching materials e.g. references to bus or train timetables from Wales;(e) embed positive language use practices supported by formal and informal opportunities to use Welsh across the Prison;



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	<p>(f) Welsh language materials should be as accessible as English language materials; and</p> <p>(g) appoint a Welsh language coordinator for the Prison to act as a specialist to coordinate planning and interventions to promote and encourage the use of Welsh within the Prison including providing support and advice to Prison Staff.</p>
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7.15 SECURITY

Service Description	<p>The Contractor shall ensure they are aware of the restrictions and priorities of working within the custodial environment.</p> <p>The Contractor shall demonstrate its ability to control the risks which shall be present whilst operating Learning Areas within a custodial environment.</p>
Authority Objectives	<p>The Authority wishes to ensure that the Prison operates as a safe and secure environment.</p>
Service Elements in Scope	<p>The Contractor will comply and adhere to all Prison security policies and procedures.</p>
Service Elements out of Scope	<p>N/A</p>
Operational Requirements	<p>The Contractor shall ensure that:</p> <p>(a) they are responsible for the supervision of Children in each Learning Area and must always know the number of Children they have under their supervision;</p> <p>(b) the Staff are aware at all times of where the Children they are responsible for are and what tasks they are completing within the Learning Areas;</p> <p>(c) they carry out risk assessments for all Learning Areas, nature of work, machinery in use and any other risk areas within the Learning Areas in line with prevailing health and safety legislation;</p> <p>(d) they ensure compliance with health and safety in the Learning Areas;</p> <p>(e) the Contractor's health and safety representative works closely with the health and safety advisor for the Prison to ensure that the Contractor's policies, risk assessments and safe systems of work for</p>



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	<p>the services are in place, of an acceptable quality and reviewed to take account of any changes affecting the learning areas. The Authority shall appoint a health and safety advisor who acts on behalf of the Governor/Director and is responsible for health and safety policy and compliance within the Prison. The health and safety advisor shall produce an overarching health and safety policy document that shall capture the arrangements for Prison Staff, Staff, Children and visitors. The Prison health and safety advisor shall make routine visits to the learning areas to ensure that the Contractor is delivering a safe working or learning environment. The Prison health and safety adviser shall have the authority to challenge the Contractor if acceptable levels are not being met;</p>
(f)	<p>if the Contractor becomes aware of anything which endangers the health, safety or security of any person at the Prison, they must:</p> <ul style="list-style-type: none">i) immediately take steps to warn others of and alleviate the danger; andii) promptly notify the Custodial Operator of that danger and the steps taken.
(g)	<p>in the event of an accident or Incident within the Learning Areas, the Prison health and safety advisor shall be fully informed by the Contractor of the details of their investigation. If the Incident is serious or has resulted in hospitalisation, the Prison health and safety advisor shall also complete an investigation of the Incident which shall review the circumstances of the Incident and make recommendations to the Contractor as to the actions to take to ensure the likelihood of similar Incidents is minimised in the future;</p>
(h)	<p>there is full compliance with health and safety at work legislation and ensure that safe systems of work are in place for all identified risks;</p>
(i)	<p>they raise the alarm in an emergency situation. Learning Areas will be fitted with general alarm bells, which are used to summon staff in the event of an emergency. These general alarm bells should be pressed in the event of a fight or threatening situation, or under any circumstances where Prison Officer support is needed urgently. The general alarm can be activated by the Staff. The general alarm bells will be situated throughout the learning areas and are identifiable as a green button;</p>
(j)	<p>they understand their role and responsibility in executing contingency plans for fire and emergencies. These contingency plans for fire and emergencies shall be provided for each learning area by the Custodial Operator;</p>
(k)	<p>they investigate all Incidents and accidents within the learning areas, identify trends and invest in rectifying common Incidents and share</p>



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	<p>these with the Authority within 28 days of the Incident or accident occurring;</p>
(l)	<p>they report any security concerns whether physical, procedural or dynamic using the appropriate Intelligence Reporting (IR) system. The security concerns shall also be recorded in the appropriate Observation Book for that area;</p>
(m)	<p>there is appropriate equipment available to transport goods and materials around the Learning Areas;</p>
(n)	<p>if they choose to provide its staff with a uniform which represents their organisation or business it shall not contain offensive words, slogans, or badges;</p>
(o)	<p>they comply with section 22 of the Offender Management Act 2007 and the Prison Service Instruction 10/2012 Conveyance and Possession of Prohibitive Items and Other Related Offences and any others that come into force;</p>
(p)	<p>all staff are made available to attend all adjudications as required.</p>



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7.16 EQUALITY AND DIVERSITY

Purpose	The Contractor and its Staff should value diversity in high regard. It should champion all aspects of equality, affording Children from all demographics the opportunity to access the Services and make excellent progress.
Outcomes	<p>The Services provided by the Contractor should provide opportunities for Children from all demographics to make good progress.</p> <p>No Child with Protected Characteristics should be disadvantaged.</p> <p>All Contractor staff should always treat each Child with decency and respect.</p> <p>The Contractor will provide data that highlights the academic achievement and progression of specific groups of Children from a range of different backgrounds in order to show that no groups are disadvantaged. The exact nature of this data will be agreed with the Authority.</p>
Service Elements in Scope	<p>The Contractor should:</p> <ul style="list-style-type: none">(a) maintain a Curriculum that can be accessed by people of all demographics;(b) equip their Staff to ensure that all Children can make excellent progress; and(c) record and track data to demonstrate Children from a range of backgrounds make appropriate progress and are not disadvantaged.
Service Elements out of Scope	It is recognised that some Children might be restricted from accessing some features of the Services due to (e.g security blocks). In this circumstance, the Contractor should agree alternate arrangements with the Child (e.g. a different course or in-cell learning) and this should be updated in their ILWP.
Operational Requirements	<p>The Contractor should:</p> <ul style="list-style-type: none">(a) uphold the Equality Act 2010 at all times;(b) provide opportunities for Children from all demographics to make good progress;(c) not disadvantage any Child due to their background;(d) ensure that their staff are adequately trained to celebrate diversity and provide equal opportunities in all aspects of providing the Services;



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	<p>(e) challenge all forms of discrimination, where this originates from a Child the appropriate IEP process should be followed;</p> <p>(f) record, track and analyse the progress of a range of Children's backgrounds in order to demonstrate equality and make corrective actions where necessary. The Protected Characteristics of the Equality Act 2010 could be used as a framework; and</p> <p>(g) where Children are blocked from attending classes due to (e.g. security or OMU concerns) the Contractor should work with the Child to make reasonable adjustments. For example, the Child could be enrolled onto a different course or the Child could be provided with in-cell study. In this case the Child should be fully consulted to ensure that they understand that they are not being disadvantaged due to their background (i.e. the Protected Characteristics). These discussions and outcomes should be documented in their ILWP.</p>
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8 PARTNERSHIPS WITH COMMUNITY AND OTHER SERVICES

A – Mandatory Guidance Documents

B – Authorised Absences from Education

C – Timetabling/ Core Day Example

ANNEX A – MANDATORY GUIDANCE DOCUMENTS

- [Additional Learning Needs \(Wales\) Act 2018 \(supplementary FAQ \(https://gov.wales/sites/default/files/publications/2019-02/aln-frequently-asked-questions-2_0.pdf\)\)](https://gov.wales/sites/default/files/publications/2019-02/aln-frequently-asked-questions-2_0.pdf)
- [Care and support needs of those in the secure estate: additional guidance](#)
- Children and Families Act 2014
- [How to Make Resettlement Constructive](#), YJB 2018
- Credit and Qualifications Framework for Wales
- [Cymraeg 2050: A million Welsh speakers](#)
- Data Protection Act 2018
- Drug Strategy 2010
- Equality Act 2010
- Estyn, Guidance handbook for the inspection of learning in the justice sector, September 2018 (adult prisons)
- Guidance for Calculating KPI's
- [HMPPS Equality Scheme 2018 - 2020](#)
- [HMPPS Welsh Language Scheme 2020-2023](#)
- Independent Review of Restraint in Juvenile Secure Settings
- Information Security and ISO 27001
- [LRB User Guide](#)
- [Learning for children and young people in a youth custody setting in Wales](#)
- [Positive Practice Positive Outcomes: A Handbook for Professionals in the Criminal Justice System working with Offenders with Learning Disabilities](#)
- PSI 02/2015 Prison Library Service
- PSI 02/2016 Health and safety arrangements for the management of accident reporting, recording and investigation
- PSI 03/2012 Activity Allocation
- PSI 04/2012 Enablers of Health, Library Education and JobCentrePlus Services in Prisons
- PSI 06/2012 Prisoner Employment, Training and Skills
- PSI 06/2015 Policy Organisation and Summary Arrangements for the Management of Health and Safety
- PSI 07/2014 Security Vetting
- PSI 08/2012 – The Care and Management of Young People
- PSI 09/2014 Incident Management
- PSI 10/2012 Conveyance and Possession of Prohibitive Items and Other Related Offences
- PSI 11/2011 Incentives and Earned Privileges
- PSI 11/2012 Incident Reporting System
- PSI 11/2015 Fire Safety in Prison Establishments



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- PSI 12/2014 Government Security Classification Policy
- PSO 1215 – Professional Standards – Preventing and Handling Staff Wrongdoing
- PSI 16/2012 Information Risk Management Policy
- PSI 22/2012 Intelligence Regulation of Investigatory Powers Act : Covert Surveillance
- PSI 24/2014 Information Assurance Policy
- PSI 25/2014 IT Security Policy
- PSI 29/2015 First Aid
- PSI 30/2013 Incentives and Earned Privileges
- PSI 32/2011 Ensuring Equality
- PSI 32/2012 Open University, Higher Education and Distance Learning Courses
- PSI 36/2015 Health and Safety Workplace Inspection
- PSI 38/2010 Activities in Prisons
- PSI 42/2010 Health and Safety Policy Statement
- PSI 49/2011 – Prisoner Communication Services
- PSI 55/2011 Security Management Function – Management and Security of Keys and Locks
- PSI 64-2011 – Safer Custody: Management of Prisoners at Risk of Harm to Self, to Others and from Others
- PSI 73/2011 Prison P-NOMIS
- PSI 74/2011 Early Days in Custody
- Qualifications in Wales (QiW) database
- Social Services and Wellbeing (Wales) Act 2014
- [Standards for children in the youth justice system](#) 2019
- [United Nations Convention on the Rights of the Child](#)
- [Wellbeing Of Future Generations \(Wales\) Act 2015](#)
- WG Cross Cutting themes for education provision – ICT, Sustainable development and equality of opportunity
- [WG Guidance for Substance Misuse Education](#)
- WG Learning Grant Further Education
- WG Prioritisation of Learners Accessing Provision in Wales Prisons
- WG Quality and Effectiveness Framework



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ANNEX B – AUTHORISED NON-ATTENDANCE

The table below sets out the activities the Authority accepts as being inherent to the custodial estate and unavoidable reasons for absences from education.

Authorised Non-Attendance reason	Description of reason for non-attendance at Learning and Skills activities
Courts	Any Learner absent due to a scheduled court appearance either at court or via video link. If appearing via video link, the Learner should only be absent for the duration of the appointment.
Legal and Official visits	Any Learner absent due to a scheduled legal (solicitor etc) or official (offender manager etc) visit taking place. The Learner should only be absent for the duration of the appointment.
Medical Appointment and Treatment	Any Learner absent due to a scheduled medical appointment taking place. The Learner should only be absent for the duration of the appointment.
Illness	Any Learner absent due to them being unwell. Their absence must be reported via the appropriate reporting mechanisms put in place by the Custodial Operator and Healthcare Providers.
Searches	Any Learner absent due to a search being undertaken in line with the published searching policy. The Learner should only be absent for the duration of the search unless further action is required.
Incident Response	Any Learner absent due to: <ul style="list-style-type: none">• attending adjudication,• removal from the workshop by the supervising staff,• presenting a threat to self or others,• fighting or being involved in an assault,• or full lockdown of the Prison.
Discharge/Transfer	Any Learner who is to be discharged or transferred that day only.
Case Management	Any Learner absent due to a scheduled case management appointment taking place. The Learner should only be absent for the duration of the appointment.
Chapel Service	Any Learner absent due to attendance at a religious service. The Learner should only be absent for the duration of the service.
Release On Temporary Licence (“ROTL”)	Any Learner absent due to attendance at a ROTL placement.



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Mandatory Drug Testing (or "MDT")	Any Learner absent due to MDT being undertaken in line with the published MDT policy. The Learner should only be absent for the duration of the test.
Assessment Care in Custody and Teamwork ("ACCT") review	Any Learner absent due to a scheduled ACCT review taking place. The Learner should only be absent for the duration of the appointment.
Family Days	Acceptable when organised, notified and delivered by the visits staff.



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ANNEX C – TIMETABLING OF ACTIVITIES

The core day is set by the Custodial Operator in agreement with service providers such as the Contractor with an aim to agreeing the timings and structure of a standard day, including mealtimes, movements, activity Sessions and periods of patrol state.

Example of Core Day

(This is included here as an example of a core day but may be subject to change regarding start end times. Any such changes will be negotiated between Prison Authority and contractors.)

Morning Activity

08.00 - 08.30	Breakfast/Domestics
08.30 - 08.45	Move to activity
08.45 - 11.45	Learning & Skills
11.45 - 12:15	Lunch
12.15 - 13:30	Break in room

Afternoon Activity

13.30 - 13.45	Move to activity
13.45 - 16.45	Learning & Skills
16.45 - 17.30	Dinner
17.30 - 18.00	Break in room
18.00 - 19.45	Enrichment/Domestic/Association time