

CHAPTER 2: DELIVERING JOBCENTRE PLUS PROGRAMME PROVISION

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CHAPTER 2 - DELIVERING JOBCENTRE PLUS PROGRAMME PROVISION

Introduction

1. This chapter gives you generic information on delivering provision for Jobcentre Plus. Further information relating to specific programmes is given in subsequent chapters.

Common Features of Jobcentre Plus Provision

2. There are a number of features and requirements that are common to almost all elements of Jobcentre Plus provision. They are:
 - [Tailoring to meet individual participant needs](#)
 - [Training/ Action plans](#)
 - [Learning/ Qualifications](#)
 - [Induction](#)
 - [Job search](#)
 - [Regular attendance and good time keeping;](#)
 - [Appropriate behaviour.](#)
3. It is your responsibility to ensure the effective operation of those features and requirements given the aims of helping people get and keep jobs through provision that delivers a work-like experience to participants.

Tailoring to meet Individual Participant Needs

4. All Jobcentre Plus provision needs to be focused on meeting the needs of the individual participant. This means that you will need to carry out a diagnostic assessment of participants' needs and discuss and agree with them the activities they will undertake while they are with you. You will need to take into account and build upon information provided to you by Jobcentre Plus and/or the participant about any prior activities, including assessments that may have been completed. **In Wales, this will also include their choice of language – those who wish or are required to have dealings with Jobcentre Plus are able and welcome to do so in [Welsh and English](#)**
The agreements that you reach must then be reflected in the participant's Training or Action Plan. For New Deal participants you must also agree the programme of activity with their NDPA.
5. However, that does not mean you have scope or a requirement to address every barrier to employment a customer faces. In some cases

there will be very little scope to do so. After all, participants will have been referred to you with a specific barrier. So individual tailoring needs to take place within the context of the provision you are contracted to deliver. 'One size fits all' **is not** what Jobcentre Plus is seeking from you.

Training Plans/Action Plans

6. Participants on Jobcentre Plus provision should have a Training Plan and/or Action Plan, which you are responsible for reviewing and updating in agreement with the Jobcentre Plus contact. The production, review and use of these plans vary between Jobcentre Plus programmes and more details are given in the programme specific chapters of this guidance. The frequency and content of a review will depend very much on the individual participant and the type and length of provision in which they are participating. However, in general the Plans should be individually tailored and include:

- the participant's name, address, date of birth, signature and National Insurance number;
- name and address of provider and signature of provider representative;
- duration of provision (where applicable);
- details of how the NVQ/SVQ or other key/core/transferable skills will be assessed and name of assessment centre (if applicable);
- the participant's prior learning and assessed needs;
- the participant's job goals, including short, medium and long term goals as appropriate;
- the start and planned end date of provision;
- agreed attendance including location of training and daily hours;
- the activities which the participant will undertake while on provision, including job search activity;
- the level of support that will be given by the provider, including where additional support is required;
- any training that will be delivered as part of the provision, and any qualifications which will be achieved, and how this relates to improving a participant's employability;
- skills and attributes which will be improved by participating and how this will improve a participant's employability, with reference to criteria against which progress can be measured;

- be agreed and signed by both the participant and the provider; and
- any arrangements for the payment of childcare and travel costs.

Learning and/or Qualifications

7. From 26 April 2004, learning related activities are no longer a mandatory requirement of the Environment Task Force (ETF) or Voluntary Sector (VS) Options. However, where the length of provision is adequate, and it is in the participant's interests, then training towards a suitable qualification eg a first aid or food hygiene certificate, can be provided. Most of other Jobcentre Plus provision will engage participants in learning related activities, whether for the acquisition of vocational skills, developing attitudes to employment or improving Basic Skills. Learning activities, like other aspects of provision, must be tailored to meet individual needs. In general terms vocational learning is delivered through occupational training provision, Basic Skills through Basic Skills provision and more academic or technical learning through educational provision.
8. For some elements of provision the acquisition of a formal qualification will be either an expected outcome of the provision itself, with output related funding attached (see [Chapter 4](#)) and/or a compulsory part of the programme for the participant. In general terms, where qualifications are an expected outcome, Jobcentre Plus provision is aimed at providing these up to and including NVQ/ SVQ level 3 and equivalent (for NDYP it is NVQ/SVQ level 2 or equivalent). Courses and training above NVQ/SVQ 3 (or NVQ/SVQ 2 for NDYP) can be agreed in exceptional circumstances where it can be demonstrated that it will significantly enhance a participant's prospects of obtaining employment.
9. All Jobcentre Plus provision is aimed at helping participants find and keep jobs so the learning and/or qualifications they undertake need to be relevant to the labour market the participant aspires to enter. Equally, any qualification aimed at must be recognised by employers. So not just any qualification will suffice and all qualifications must be appropriate to helping participants into work.
10. Jobcentre Plus provision does not have any definitive list of what is recognisable as an appropriate qualification. In most cases this will be a straightforward matter to decide. However, in some industry sectors - IT is a good example - developments can be rapid and new qualifications can become available that are recognised by employers but that might not be widely known outside the sector. You are free to offer new qualifications although it would be helpful if you discuss this with your Jobcentre Plus contact before you do so. You will be well placed to provide evidence of why a particular qualification is appropriate and Jobcentre Plus is well placed to verify that evidence.

Induction

11. You are responsible for ensuring all participants referred to you from Jobcentre Plus have a formal period of induction when they start your provision. Its purpose is to make clear the aims of your provision; the specific aims of the programme of activity that has been developed and agreed with them; and the benefits of their participation. It should also include an explanation of what they can expect while on the provision, how it will be structured and how you will support them.
12. As a minimum induction must include:
 - introduction to the personal tutor (if applicable);
 - purpose, development and review of the Action Plan and/or Training Plan;
 - hours of participation and availability of provision;
 - health and safety, fire and domestic arrangements;
 - arrangements regarding travel expenses and, where appropriate, childcare;
 - rules regarding absence, the need for compliance and the consequences and/or sanctions that may be imposed by Jobcentre Plus in the event of non-compliance;
 - appropriate behaviour, what constitutes inappropriate behaviour and disciplinary procedures;
 - nature and purpose of job search, training and activity;
 - equal opportunities;
 - grievance and complaints procedures; and
 - any individual arrangements should be discussed with the participant on an individual basis e.g. restriction of hours; requirements for specialist support e.g. communicator support for those with a hearing impairment.
13. The length of induction may vary depending upon individual needs and overall length and type of provision. Induction is important in establishing a positive atmosphere. It should concentrate on building confidence, breaking down initial barriers to participation and generating enthusiasm.

Job search

14. Job search is an essential feature of almost all provision. However, job search is not appropriate for participants on self-employment provision

as the aim of this provision is to help them to establish their own business, and their time on provision should be spent working towards this. The amount of supervision and support required in job search activity and the development of job search skills will vary from individual to individual. For the majority of customer groups, participation on job search provision should be a minimum of 4 hours per week, averaged out over the period of provision but featuring in all stages. However for some groups eg New Deal for Lone Parents (NDLPs), job search provision should be negotiated with the participant at referral stage to suit the individual's circumstances. For New Deal for Young People (NDYP) participants, the equivalent of one day per week job search activity will need to be planned into a participant's time. You will need to give more support to some participants than others. For example, some participants may have little recent experience of appropriate job search techniques and may not even have a CV, whilst others will be much more familiar with what is required. However the job search element of our programmes should not be confused with the full-time job search provision ie Programme Centres.

15. You will need to discuss with individuals what they need and how these needs can be met through their Action Plan/Training Plan. Your discussion must focus on the participant's employment goals, the help they have already received and the support they need. Job search activities should be detailed on the Action Plan/Training Plan.
16. Action must focus on helping participants to apply for jobs and finding work, you should help customers to market themselves to potential employers. However you should be aware that for voluntary customer groups eg NDLP, it is not a mandatory requirement that they apply for jobs.
17. Job search support must be provided in the right environment with appropriate equipment. It must be clear to the participant when and where job search support will be offered. You will need to ensure there are appropriate numbers of suitably qualified job search tutors/leaders available and that they are well supported from an administrative point of view to do their job effectively. They will need to have a good knowledge of the local labour market, employment and equal opportunities legislation and any other relevant information. It would be good practice to develop networking meetings between job search tutors so that ideas can be exchanged. This may also include discussing with the Jobcentre Plus advisers whether there is existing provision the participant could take advantage of.
18. You are also responsible for ensuring the participant's progress on job search is reviewed regularly, frequency depending very much on individual needs. Reviews must cover progress, appropriateness and additional support.

Quality

The Jobcentre Plus Quality Framework

19. It is important that all organisations responsible for the delivery of Jobcentre Plus provision are committed to raising standards. The primary responsibility for improving the quality of provision rests with providers, and you (and any subcontractors you use) will be expected to build and maintain a culture of continuous improvement. The Jobcentre Plus approach to quality improvement is outlined in the Jobcentre Plus Quality Framework. The following is intended to give a broad overview of what is required of providers.

Principles of Quality Improvement

20. The key elements of the Jobcentre Plus approach to quality improvement are:
- Continuous Self-Assessment and Action Planning
 - Monitoring and review
 - Independent External Inspection
21. A key aim of the new delivery strategy is to put learners 'at the heart of the new system'. Providers should ensure that learners are made aware of their entitlements, as well as the provider's expectations of them. Moreover, the learner's progress and their experience of the programme should be reviewed regularly with the learner.

Self-Assessment and Action Planning

22. Jobcentre Plus requires providers to critically appraise their delivery on an annual basis, to address aspects of quality and financial probity. The Common Inspection Framework (CIF) provides the basis for self-assessment and is therefore central to raising standards.
23. To be effective, your self-assessment must lead to actions that improve the quality of your provision. You are required to produce an action plan that clearly sets out targets for improvement. Action taken as a result of self-assessment and action planning are expected to be the driving force behind quality improvement and raising standards.

Monitoring and Review Process

24. Quality improvement processes will form an integral part of Jobcentre Plus Contract Management arrangements. Jobcentre Plus will monitor the appropriateness and delivery of the action plan and whether it has been effective in bringing about improvements. Reviews will give the provider and Jobcentre Plus the opportunity to assess performance as a

whole, progress against contract requirements, including outputs, and to discuss progress against agreed quality improvements in action plans.

25. Ongoing monitoring activity will inform the provider review process, as will the regular performance data that providers will be required to supply

Sharing Good Practice

26. Providers need to share good practice to capitalise on the experience of others' self-assessments and inspections, to inform their continuous improvement strategy. Jobcentre Plus will stimulate this development and sharing of good practice and facilitate co-operative working between providers and support networking activity.

Further Guidance

27. For further information and a comprehensive list of publications and useful website addresses, please refer to [Annex 2](#) below.

Common Inspection Framework

28. The Common Inspection Framework (CIF) has been jointly developed by the inspectorates to be used by the [Adult Learning Inspectorate](#) (ALI) and [Office for Standards in Education](#) (OfSTED) as the framework for inspection of all Post 16 provision. The CIF complements the Jobcentre Plus Quality Framework.

Adult Learning Inspectorate (ALI)

29. The Jobcentre Plus provision is subject to external inspection by the ALI in England and the [Office of the Chief Inspector of Education and Training in Wales](#) (ESTYN). The external inspection process forms a central part of our strategy for improving the quality of Jobcentre Plus funded provision. The process of inspection, re-inspection and the sharing of good practice are key drivers in raising standards and performance.

Health and Safety

30. All participants involved in any way with Jobcentre Plus Provision are entitled to train and work in a healthy and safe environment with due regard to their welfare. Under Health and Safety Law they are regarded as your employees, whether they are paid by you or not. You must therefore comply with the relevant health and safety regulations, in the same way, as you would do for any other member of your workforce. You must ensure that participants receive health and safety induction, training and supervision which is appropriate to the provision being delivered, and that systems are in place for checking this, both within your own organisation and at any sub-contractors. You must complete risk assessments and train participants on the control measures

identified. There are specific risk assessments for young people and pregnant workers.

31. Jobcentre Plus staff may therefore visit you and sub-contractors for a variety of reasons. When doing so they will, in the course of their duties, adopt an 'awareness' approach to health and safety. In doing this they will not be conducting a health and safety inspection nor will they be in a position to offer advice on whether something is safe or not. Instead they will approach this from the position of any layperson. If, however, they do spot something on which they require assurance or clarification they will raise this with you or your sub-contractor's representative at the location where they are visiting. If it is subsequently decided that the issue raised is one that requires follow up, this will be arranged with you through the District Programme Quality Management Team (DPQMT).

Health and Safety Questionnaire (HSQ1)

32. You must have completed a Health and Safety Questionnaire (HSQ1) to the satisfaction of Jobcentre Plus before a participant starts work on the programme. You are reminded that you need to continue to abide by these arrangements when delivering any programme on Jobcentre Plus' behalf. An annual review will be undertaken when the HSQ1 will be re-issued to you.
33. This includes the requirement to regularly review and if necessary adjust your arrangements, particularly if there has been any change in circumstances. For example:
 - when you were accepted as an Approved Provider or when you registered an interest in tendering for Jobcentre Plus provision the provision may not have included work/project placements with a sub-contractor. If subsequent to this circumstances change, you must ensure you have suitable arrangements in place for checking that the sub-contractor also meets these health and safety requirements. This should then be confirmed in writing through your Jobcentre Plus contact; **or**
 - where the customer has a health condition, a disability, or special needs, you will wish to re-assess your health and safety systems to take this into account.
34. These are two examples only and you will find it helpful, whenever circumstances change, to review your own health and safety arrangements in conjunction with those, which have been set out in form HSQ1.

Equal Opportunities

35. You are responsible for ensuring that you comply with all Equal Opportunities legislation including:

- The [Race Relations Act 1976](#) and the [Race Relations Amendment Act](#) 2000;
- The [Disability Discrimination Act](#) 1995 and the [Disability Discrimination Act](#) 2005;
- The [Sex Discrimination Act](#) 1975.

The Race Relations Act 1976 and the Race Relations (Amendment) Act 2000

36. When the Stephen Lawrence Inquiry report identified 'institutional racism' in one of Britain's main public services the Race Relations Act 1976 was amended. The amended act now outlaws discrimination across all functions managed by public organisations. It places a positive legal duty on them to eliminate discrimination and to promote equality of opportunity and good race relations, this is referred to as 'the duty to promote race equality'.
37. Because legislation affects all functions and policies "managed" by public authorities this means where external providers deliver Jobcentre Plus services to our customers those providers must also adhere to this, and other equal opportunities, legislation.
38. This means you must ensure the provision you deliver on behalf of Jobcentre Plus provides equality of access to all opportunities and seeks to narrow the gap between different groups within society in the attainment of learning and job outcomes. This includes for example avoiding gender and ethnic minority stereotyping, encouraging and facilitating access by people from minority groups including disabled people, consulting customers and acting on their feedback, and analysing/monitoring the progress and achievements of individuals from minority groups.
39. As you will be aware from the accreditation process for providers your approach to equal opportunities is an important factor in the award of contracts – and informs the level and nature of contract monitoring throughout the life of a contract. For more information on the nature of equal opportunities considerations contract management colleagues will be looking for you may find it helpful to view the following links:
- The Adult Learning Inspectorate "[Common Inspection Framework](#)",
 - [Learning and Skills Council](#) "Quality improvement and self-assessment",

Relationships and Contact with Jobcentre Plus

40. Your main contacts with Jobcentre Plus will be with:

Jobcentre Plus Provider Guidance

- those in our contracting functions, primarily in our District Programme Quality Management Teams, responsible for day to day contract management activities, who will be your first point of contact in respect of operational matters;
 - Personal Advisers in Jobcentre Plus offices responsible for supporting participants in the New Deal programmes who will be your first point of contact in respect of individual participants;
 - other Jobcentre Plus staff referring participants to your provision within Work Based Learning for Adults and other Mainstream Jobcentre Plus programmes;
 - Field Contracting Teams, responsible for awarding contracts, who will carry out an annual review with you;
 - Field Financial Appraisal and Monitoring (FAM) teams responsible for reviewing relevant provider systems and validating claims;
 - Field Payments Teams responsible for making payments to you in accordance with the terms of your contract;
 - Allowance Payments processors; and
 - Additionally DWP Risk Assurance Division Investigations may contact you to pursue enquiries relating to potential abuses of funding. Their remit is, primarily, to investigate fraud and financial irregularity but it can in certain circumstances extend to non-compliance with contract and guidance.
41. The Jobcentre Plus District(s) in which you operate will provide you with named contacts where this guide is not otherwise specific.

Responsibilities of Jobcentre Plus

42. In all cases, Jobcentre Plus will:
- check the eligibility of customers identified as having the potential to benefit from your provision including any customers that you might have identified;
 - adopt an 'awareness' approach to health and safety. In doing this they will not be conducting a health and safety inspection nor will they be in a position to offer advice on whether something is safe or not. If, however, they do spot something on which they require assurance or clarification, they will raise this with your or your subcontractor's representative at the location where they are visiting;

- give customer advice on Health and Safety and what information, training and supervision they should expect to receive from providers ie H & S induction, fire, bomb and first aid information, training on use of equipment;
 - give advice to customers about Jobcentre Plus/New Deal Allowance Payments and other financial support that might be available to them, and make the necessary arrangements for these to be paid where they are a Jobcentre Plus responsibility;
 - formally refer customers to your provision and in doing so provide you with appropriate information about them including their characteristics and needs, other help the participant may have received or be receiving, and why they are being referred to you;
 - discuss with the participant any concerns they have regarding your provision and give them information such as location, start details, and what help they can expect to receive while they are with you;
 - advise you of any mandatory referrals;
 - notify customers of sanctions where they have, without good cause failed to attend key interviews or refused to accept reasonable offers of help; and
 - issue a Jobseeker's Direction (if appropriate) where customers are refusing to take particular action aimed at improving their chances of finding work.
43. You can therefore expect participants who are referred to you to understand where they are going, why and what to expect from you. They should also understand what financial support they will be receiving while taking part in your provision; and the terms under which they are being referred, i.e. whether mandatory or otherwise, including their rights and responsibilities and the consequences for them of failing to live up to those responsibilities.

Engaging with Employers, Jobcentre Plus and Participants

44. As the section on 'Quality' above describes it is vital to the success of your provision that you understand and meet the needs of both employers and participants. It is therefore important that you take steps to engage with the labour market in your area. There are some activities, which must be included in this context, but there are also areas in which you have significant discretion to bring your own experience to bear and Jobcentre Plus will welcome innovative ways of doing so.

45. The schedules of your contract with us will specify the activities that must be carried out, but in general we expect to see you carry out activities that:
- enable the needs of employers to be met by involving them in the development of provision including, in particular, the identification of skills gaps such that provision can be shaped to fill them;
 - market your provision to promote the benefits to employers, participants and others with a role to play. This might involve, for example, participating in open days or jobs fairs, or working with other agencies dealing with employers and/or customers;
 - develop the understanding of Jobcentre Plus staff, including advisers, of what you have to offer by working with them and thereby help ensure a good match between participants and your provision;
 - deliver effective and appropriate supervision and support to participants during their time on your provision. You should help them to participate as fully as possible, taking steps to ensure they benefit from their participation and ensure they progress as expected. You might want to offer post participation support and continued learning to those participants who leave your provision to move into work; and
 - support participants in their search for work.
46. In general terms these areas are where you have the opportunity to add significant value to the operation of Jobcentre Plus programmes by encouraging employers to become involved and participants to participate to the fullest extent possible.

Networking Meetings

47. You will be required to attend networking meetings organised by Jobcentre Plus locally to discuss a range of issues relevant to the successful operation of provision. These meetings offer a valuable forum for exchanging ideas and information and will be attended by people from the Jobcentre Plus office, yourself and other organisations with an interest in the delivery of services to Jobcentre Plus customers. Jobcentre Plus will not reimburse payment of salaries or travel costs for attending these meetings.

Work Placements

48. Work Placements with employers can be an extremely valuable way for participants to gain or update experience of the workplace and to re-adjust to it. They give the opportunity to update skills and demonstrate potential to an employer. Work Placements can be a feature of any

provision perhaps, for example, following on from a period of training. You are encouraged by the Jobcentre Plus to provide work placements, where appropriate, as a part of your provision. In some cases, through working with employers, they can be a way of delivering provision itself for example by tapping into employers' training programmes.

Aim and Objectives of Work Placements

49. Work Placements aim to help participants find work and contribute to an improvement in their employability. The main objectives of work placements are to:

- enable the movement of participants into work;
- improve the employability of participants by providing them with an opportunity to put work skills into practice;
- engage participants in employment that matches their job goals;
- provide prospective employers with evidence that the participant has the necessary skills and abilities to do the job;
- boost participants' motivation and confidence; and
- provide participants with a recent work reference.

Types of Work Placement

50. We see two broad types of work placement within New Deal 25 plus and Work Based Learning for Adults (WBLA).

- a. Precursor to permanent employment with the employer for participants who are most job ready. A placement where there is an expectation that the employer will usually take the individual on if their performance is satisfactory. These placements will typically last up to 6 weeks in New Deal 25 plus with an expectation that the employer would take on the participant subject to satisfactory performance. We would anticipate that employers would still wish to interview the participant prior to offering permanent employment.
- b. Longer periods where there is no immediate prospect of permanent employment with the employer. A placement consisting of more structured training and support, usually within the context of a short term project or piece of work which needs to be undertaken. These latter placements provide participants with the opportunity to learn, practice and demonstrate the variety of skills required in an occupational area and can last up to 13 weeks (or longer if part of WBLA provision). In these placements, employers will be expected to offer greater supervision and

support, as the participants undertaking them are by definition less job ready

Arranging and Supporting Work Placements

51. In some areas Jobcentre Plus will arrange and be responsible for offering Work Placements but in others you will be asked to deliver, manage and monitor Work Placements as part of other provision such as training. You will need to work with Jobcentre Plus locally to agree how Work Placements should be provided and the arrangements for exchanging information on them and making them available to participants. Participation in a Work Placement would be a part of a participant's Action or Learning and Development Training Plan and, in the case of New Deal participants, would need to be agreed with their NDPA.
52. Where you are responsible for a Work Placement, i.e. where you have arranged it, you must ensure:
 - continued support for the participant and that they are receiving appropriate help, support and training from the employer;
 - participants are engaged in a healthy and safe working environment;
 - the employer understands what is expected of them; and that
 - the placement does not displace existing jobs.
53. As participants remain in receipt of Jobcentre Plus/New Deal Allowance Payment during their time in work placements they must continue to satisfy the conditions for the receipt of their Allowances. It is therefore important that you have arrangements in place for the employer to let you know if the participant:
 - is ill;
 - fails to attend the Work Placement;
 - reports a change of circumstances;
 - leaves the Work Placement early;
 - is taken on as a paid employee; or
 - any other information the employer feels you or Jobcentre Plus should know about.
54. You will need to pass any information onto the Jobcentre Plus NDPA or Jobcentre Plus contact for WBLA participants, who will take action as necessary.

Work Placement Employer Agreements

55. Where you are responsible for Work Placements you must have a written agreement with the employer covering their responsibilities to the participant. An agreement should cover:
- the type of work that the employer will offer the participant;
 - the obligations of the employer to the participant;
 - induction arrangements (including health and safety arrangements);
 - how you will obtain feedback from the employer about the progress the participant is making;
 - that the employer must, as part of providing the placement, be prepared to give the participant a reference at the end of their placement along with feedback about their progress and performance.
56. The text of the agreement that Jobcentre Plus uses for Work Placements within New Deal 25 plus is attached at [Annex 1](#) and you can use this if you wish as a model on which to base your own agreements.

Preparing Participants for Work Placements

57. Before submitting a participant to a Work Placement you should discuss it with them to ensure they are content with what is being offered and to give them the opportunity to ask questions and express any doubts they may have. You will need to explain to the participant the terms and conditions that will apply during the placement and check that they understand the following:
- that even though they will be with an employer this is in the context of their participation in a programme and that they will remain in that programme and continue to be subject to the usual rules, for example for receipt of Jobcentre Plus/New Deal Allowance Payment;
 - the purpose of that particular Work Placement, what the work will involve and how long it is likely to last;
 - the hours they are expected to work, and that they should only work those hours and not any extra;
 - their prospects for permanent employment with the employer and arrangements for continuing their job search efforts;
 - the practical arrangements for getting to and from the employer, including re-imbursment of travel expenses;

- that they will not receive any payments from the employer as this will affect their entitlement to Jobcentre Plus/New Deal Allowance Payment.
58. You will need to make sure that they understand that if they do not attend the Work Placement without good cause then it could affect their Jobcentre Plus/New Deal Allowance Payment unless they are on a voluntary programme (eg NDLP); and that if they are not able to attend for any reason then they should contact either the employer, yourself or their NDPA immediately. They must also let you know if they leave the Work Placement. The participant must continue to let you or their NDPA or Allowance Payments processor, know of relevant changes to their circumstances.

Monitoring Work Placements

59. You will need to agree the arrangements for monitoring the progress of Work Placement participants with the employer and, for New Deal participants, the Jobcentre Plus NDPA who will also continue to support the participant whilst they are in the placement. The number, frequency and nature of checks will depend on, for example, the length of the placement, the type of work undertaken, and the needs of the participant. During any visits you should also check:
- the participant is doing the type and hours of work agreed when the Work Placement was set up and is being adequately supervised;
 - there has been no change in work duties that have not been notified to you; and
 - the participant is not working in an obviously unsafe environment.
60. If you find that an employer is not abiding by the basic terms of the agreement, then you must try to address these issues. If this is not possible the Agreement must be cancelled.
61. Those participants who are not offered work at the end of the placement will be given a recent work reference at the end of the placement. This will need to include as a minimum the skills and qualities the customer has demonstrated whilst they undertook the Work Placement.
62. If you need any more information on your responsibilities concerning Work Placements you should contact your Jobcentre Plus nominated officer.

Opportunities Involving Work with Children or Other Vulnerable Members of Society

63. On occasion, as part of your provision, you might organise opportunities where participants would come into contact with children or other vulnerable groups. Jobcentre Plus staff will take reasonable steps to ensure participants' suitability before they refer them to you. However, it is your responsibility for ensuring that participants are suitable for such opportunities.

Criminal Record Checks

64. Changes to legislation brought about by the Police Act 1997 Section V altered the arrangements for obtaining criminal record checks. From April 2002, the [Criminal Records Bureau](#) (CRB) and the [Scottish Criminal Records Office](#) (SCRO) took over the role from local police authorities for checking criminal record information for employment and volunteering purposes. These checks are known as 'Disclosures'. The aim of the Disclosure service is to enhance public safety and enable employers and voluntary organisations to make safer recruitment decisions. Further information on Disclosures can be found on the CRB website, and for carrying out any criminal record checks that are required.

Note: The only exception to this is where a provider is a registered body or is acting as an 'Umbrella Body'. An Umbrella Body is simply a registered body, any registered body can act as an Umbrella Body. This will enable them to access the Disclosure service for its own purposes and to countersign Disclosure application on behalf of others, ie smaller employers who are permitted to ask exempted question under the Rehabilitation of Offenders Act (ROA) 1974 (for certain positions the employers are entitled to ask successful applicants whether they have any convictions, including those that may be spent), but do not register with the CRB/SCRO in their own right. Organisations acting as Umbrella Bodies will have indicated that they wish to do so when registering with the CRB/SCRO, they will also have indicated whether or not they wish their details to be made available to other organisations/employers wishing to use an Umbrella Body.

65. If you place participants into work placements with other employers, many of you will not be able to obtain disclosures as you will not be permitted to ask exempted questions under the terms of the [Rehabilitation of Offenders Act](#) (ROA) 1974. Standard and Enhanced Disclosures should only ever be applied for when an individual has been offered a position (or in this case work placement). Where an employer wishes or is required to obtain a Disclosure prior to employing or placing an individual the onus is on the employer to make sure that the appropriate checks are undertaken through the CRB/SCRO.
66. The cost of a Standard Disclosure is £29 and the cost of an Enhanced Disclosure is £34, each time an application is made. The cost of a

disclosure from SCRO is £13.60. In order to help cover the cost, from April 2002, all Jobcentre Plus offices will issue vouchers to pay for a Disclosure for applicants participating in any New Deal.

Unsuitable Types of Activity

67. Participants must not be helped to engage in activities, including starting businesses within Self Employment provision, which could put them at risk or bring Jobcentre Plus or you as a Provider into disrepute. It would be difficult to produce an exhaustive list of unsuitable activities and some common sense is required on your part. If in doubt, consult the participant's personal adviser, or other nominated Jobcentre Plus contact point. Generally speaking the sorts of areas relevant here might include:
- those that involve the sex industry;
 - where there are doubts under the [Health and Safety Act](#);
 - may involve the participant breaking the law e.g. street sales without a licence from the Local Authority (where this is required);
 - involve religion or party politics.
68. You will also need to take into account a participant's personal beliefs where, for example, you bring to their attention particular job or training opportunities. For example, some individuals may have personal beliefs about working within certain types of industry, for example with food, and you should be sensitive to these.

Ensuring Participants are not Exploited by Employers

69. When delivering Jobcentre Plus provision you are responsible for ensuring that participants are not exploited. This is particularly relevant where participants are placed with employers for the purposes of training and/or work experience. There are employers who become involved in the delivery of provision as a way of getting cheap labour or of getting someone in to help out during a busy period. This is **not** acceptable. You must do everything you can to avoid this happening.
70. Before arranging Work Placements or other periods of attachment to an employer you must be sure there is a genuine reason why the employer wants to offer participants the opportunity to work with them. Once the participant is participating in the activity you are responsible for monitoring their progress and in doing so you will have the opportunity to assure yourself that they are not being exploited. For example, you should check that the participant is carrying out the activities and getting the support you agreed with the employer.
71. You should attempt, in the first instance, to resolve any issues with the employer. If you cannot do so you should cancel the placement.

72. Ultimately, any decision made about withdrawing the Work Placement from the employer and participant will probably depend upon the quality of the feedback you get from the employer and the knowledge you have of the capability of the participant. If you find that a participant you would have expected to be offered work is rejected, you should look carefully at the feedback received from the employer. If the employer gives you specific evidence of their unsuitability, there is no problem about continuing to offer Work Placements. If the feedback is vague and evasive, you should consider withdrawing Work Placements. You must have systems in place to identify any patterns in the employer's handling of Work Placements.

Management, Administration and Premises

Administration

73. You are responsible for the day-to-day administration of the provision. You must have systems in place, which will ensure all administrative work, including that of any sub-contractors you use, is completed to a high standard within the time limits imposed by Jobcentre Plus. This will include:
- providing regular management and performance information to Jobcentre Plus including completion of the ESF data capture system where appropriate;
 - keeping track of participants and letting the Jobcentre Plus office know of their movement into, through and out of provision and into employment or other activities;
 - letting a nominated Jobcentre Plus contact know of participants' progress, including any difficulties they may be experiencing that affect their ability to participate in and benefit fully from your provision;
 - ensuring Audit requirements are met;
 - having in place and operating systems to handle financial administration promptly and accurately, including keeping appropriate records and documentation;
 - facilitating access by monitoring staff, auditors, evaluators, Adult Learning Inspectorate (ALI) and others at Jobcentre Plus' request;
 - the prompt reporting to the Jobcentre Plus office of all relevant accidents involving Jobcentre Plus participants while they are in your charge, including those that occur whilst the participant is on placement at a sub-contractor and Health and Safety monitoring as a result of any changes.

Premises

74. Consistent with the concept of giving participants a work-like experience we expect your provision to be delivered from premises that are of a high standard and that offer a professional, business like environment. They should be appropriate to the expected through flow of participants and method of delivery.
75. You will also need to provide areas where participants can work without distraction and areas that afford the privacy needed for one to one discussion given that, on occasion, you will be dealing with issues of a sensitive and/or confidential nature.

Location and Transport

76. As well as meeting the needs of people with disabilities you will need to ensure that people can readily get to your premises. Where particular transport issues exist, for example in more rural areas, you must take steps to address these issues to enable participants to participate fully on your provision.
77. Where no public transport is available and a potential participant does not have access to private transport or where the participant is unable to use public transport because of a disability you should, as far as possible, make arrangements to ensure they can attend.

Opening Times

78. Your premises and provision must be open for at least 7 hours a day, 5 days a week, except for Bank Holidays and the period in between the Christmas and New Year Bank Holidays. In normal circumstances, therefore, your provision will be available for 51 weeks of the year and enable you to meet the participation requirements set out in the specification to your contract and in the programme specific chapters of this guidance. Your contract will only allow you to close at other times in exceptional circumstances.
79. In the event of extreme weather, or other exceptional circumstances preventing you from opening, you are expected to provide alternative activities for participants to undertake and you should keep a record of what these were.
80. Home Study is **not** an acceptable alternative to agreed provision delivery. It should only be used as a one off remedy in very exceptional circumstances where all other alternatives have been exhausted, and only with the prior agreement of the local DPQMT Manager.

Sub-Contractors

81. Our contract is with **you** and it is therefore **your** responsibility to ensure that any sub-contractors you employ work to the same standards

specified by Jobcentre Plus. You are responsible for ensuring they understand the objectives of the provision and their part in the delivery of those objectives, including meeting the needs of the labour market in your area, so that there is no compromise to the levels of quality and performance expected of you. You will need to demonstrate effective contract management and close support of sub-contractors, and ensure that they have appropriate administrative systems in place. You will need to have in place suitable arrangements for checking that health and safety requirements, which are included in the HSQ1, are also met by any sub-contractors. You must also bring the Provider Guidance to the attention of all sub-contractors. In line with the terms of your contract with Jobcentre Plus, you will need to ensure that Jobcentre Plus has right of access to your sub contractors.

Managing Participants Through Provision

82. For the most part the administrative actions that we require you to take relate to the movement of participant into, through and out of provision. In most cases this involves telephone calls to make appointments and provide information quickly to those who need it; and the use of forms to confirm that information. The forms we use support both the collection of management information and the process of making payments to you. The processes involved are intended to be relatively straightforward.

Referrals, Starters and Leavers

83. The following table describes how referrals will be made to you, including those that you have identified where you are delivering WBLA provision, and what you need to do when customers attend (or fail to do so), start (or fail to do so) and leave your provision (See [Chapter 3](#) for details of how to complete the forms or the EROS e-Referrals Provider Guidance included as a supplement to Chapter 3 if you are using this system).

	What Jobcentre Plus will do	What you should do	What Jobcentre Plus will do next
Initial Referral (WBLA, NDYP participants and participants to Mentoring information sessions)	Make an appointment with you and send a REF2JP form.	If the customer attends discuss your provision with them and, if appropriate, agree a date for them to start. Telephone the Jobcentre Plus office if the customer agrees to start on your provision and make an appointment for the PEI. Complete the REF2JP form, detailing the outcome, and return it to the referring Jobcentre	Make an appointment for the Pre-Entry Interview to confirm eligibility or discuss the NDYP participant's "opt out" of Mentoring decision at their next New Deal interview. Note: The Pre-Entry Interview cannot be

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		<p>Plus office.</p> <p>Note: If a NDYP participant “opts out” of New Deal Mentoring provision following an information session the decision that Mentoring is not suitable should be shown on the REF2JP.</p>	<p>undertaken more than 7 days in advance of the expected start date and at the very latest the day before the expected start date.</p>
<p>Provider identified referrals, including movement between stage 1, 2 and 3 of Self Employment provision, to New Deal Mentoring and to WBLA.</p>	n/a	<p>If you identify a customer that you consider suitable for provision complete form REF2JP and send it to the Jobcentre Plus office. Customers must not start provision until Jobcentre Plus staff have undertaken the necessary eligibility checks.</p>	<p>Make an appointment for the Pre-Entry Interview (this is not appropriate for customers entering stage 1 or 2 of Self Employment Provision), check eligibility, agree a date for the customer to start provision, and complete and send to you form SL2JP.</p>
<p>Pre-Entry Interview</p>	<p>Check eligibility. Discuss benefit issues and receipt of Jobcentre Plus/New Deal Allowances.</p>	<p>Await information from the Jobcentre Plus office.</p>	<p>Make a formal referral or let you know if customer is not eligible.</p>
<p>New Deal, WBLA, Mentoring Referral (Also see Initial Referral action above)</p>	<p>Agree a date/ time on which the customer should start provision and send an SL2JP form.</p>	<p>Complete the SL2JP detailing whether the participant has attended provision on the agreed start date or not. If they have not started, telephone the NDPA / Jobcentre Plus contact concerned to let them know.</p>	<p>Call the customer for interview and take appropriate action, which may include re-referral.</p>
<p>Referral to Basic Skills Independent Assessment (IA)</p>	<p>Agree date on which customer should undertake IA and send an SL2JP form.</p>	<p>Undertake IA and notify Jobcentre Plus office of outcome by completing SL2JP and IA2 (including when customer declines Basic Skills provision).</p>	<p>Take action according to IA outcome.</p> <p>For New Deal and Mainstream (in Scotland)</p>

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		NB: Depending on the outcome the IA provider may also refer <u>non</u> New Deal and Mainstream (except Scotland) customers to Basic Skills provision with a) self or b) another suitable provider. (See below for details)	customers make an appointment for the Pre-Entry Interview, agree a date for the customer to start Basic Skills provision, and complete and send form SL2JP to Basic Skills provider
IA provider referral to Basic Skills provision with a) self or b) another suitable provider	n/a	<p>a) <u>Provision with Self</u> Telephone Jobcentre Plus to arrange a pre-entry interview and start date. Complete REF2JP and return with SL2JP and IA2 to Jobcentre Plus.</p> <p>b) <u>Provision with Other</u> Telephone Basic Skills provider to discuss and arrange, where appropriate, a visit for customer. Complete REF2JP and send a copy of the IA2 to the Basic Skills provider.</p>	Make an appointment for the Pre-Entry Interview, agree a date for the customer to start Basic Skills provision, and complete and send form SL2JP to Basic Skills provider.
Basic Skills provider/referral received from IA provider	n/a	<p><u>Customer declines visit to Basic Skills provider.</u> On receipt of REF2JP the Basic Skills provider should telephone Jobcentre Plus to agree a start date and pre-entry interview. Complete REF2JP and return to Jobcentre Plus.</p> <p><u>Customer visits the Basic Skills provider.</u> The Basic Skills provider should telephone Jobcentre Plus to agree a start date and pre-entry interview. Complete REF2JP and return to Jobcentre Plus.</p> <p><u>Customer fails to attend</u></p>	<p>Make an appointment for the Pre-Entry Interview, agree a date for the customer to start Basic Skills provision, and complete and send form SL2JP to Basic Skills provider.</p> <p>Re-referral action may be necessary if customer fails to attend visit to Basic Skills provider</p>

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		<p><u>arranged visit</u>. The Basic Skills provider should immediately complete REF2JP and return to Jobcentre Plus.</p>	
<p>Programme Centre Referral</p>	<p>Agree a date/ time on which the customer should start provision and send an SL2JP form.</p> <p>Agree the number of weeks the customer may be expected to attend the Programme Centre and insert this in Part 2 of the SL2JP.</p> <p>If during the Induction, when the modules and extent of provision are finalised with the participant it is decided that the nominal end date needs amendment the Jobcentre Plus Adviser will need to return the original SL2JP to you with a note confirming the revised end date. This may also happen where</p>	<p>Complete the SL2JP detailing whether the participant has started or not. For those who start provision, include the nominal end date in Part 3 of the SL2JP. This will reflect the number of weeks indicated on the SL2JP by the Jobcentre Plus Adviser.</p> <p>If during the Induction (when you finalise the modules and extent of provision with the participant) the “nominal” end date needs amendment you should liaise with the Jobcentre Plus Adviser to agree a revised end date. The original SL2JP will need to be returned to you by the Jobcentre Plus Adviser with a note confirming the revised end date. This may also happen where participants are approaching the “nominal” end date and further sessions/ modules are identified.</p>	

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	participants are approaching the “nominal” end date and further sessions/ modules are identified.		
Participant leaves provision early (Also see “Dismissing participants” in para 103)	n/a	<p>Telephone the participant’s Jobcentre Plus contact if the participant has left provision early. Complete the SL2JP and return to the Jobcentre Plus office. Take action to claim output related funding (see Chapter 4) where appropriate.</p> <p>Note: If a lone parent or New Deal participant undertaking Mentoring provision misses more than one meeting after their first scheduled meeting you should not end the Mentoring relationship straightaway. You may want to send out a reminder asking them to get in touch to re-arrange a meeting. However, if after 13 weeks, no contact has been made you should contact their NDPA/Lone Parent Personal Adviser (LPPA) to see if they know of any specific reasons why they have not attended and so they can contact the Lone Parent/New Deal Mentoring participant as they see fit. If it is decided that the Lone Parent/New Deal Mentoring participant no</p>	Call the participant for interview and take appropriate action. Re-referral likely. Stop allowance payments where appropriate/ necessary.

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		longer requires Mentoring support complete the SL2JP and return to Jobcentre Plus.	
Participant completes provision	n/a	Complete the SL2JP and return to the Jobcentre Plus office. Take action to claim output related funding (see Chapter 4) where appropriate.	Call the participant for interview and take appropriate action.
Movement between different provision types, for example where it proves unsuitable (only if participant is eligible).		Discuss with the Jobcentre Plus contact (eg NDPA). If movement agreed complete an SL2JP to conclude. NB: within WBLA movement only allowed within first 14 days.	Amend the participant's action plan. Raise an SL2JP for the new provision type.

84. A wide variety of people may be referred to provision. Some will have health conditions or disabilities, which may affect the kind of work they can carry out. In the case of New Deal participants these should be reflected in their Action Plan along with the action taken to meet their needs and therefore enable them to complete their agreed activities. If you feel that your provision cannot meet a participant's needs you should discuss this with your Jobcentre Plus contact in the first instance.

Attendance, Timekeeping and Absences

Basic Principles

85. If participants are to benefit fully from participating in Jobcentre Plus provision it is important that they attend regularly and on time. Indeed for some people, particularly those with a limited or erratic work history, evidence of good attendance can be at least as important as work experience or training outcomes as far as prospective employers are concerned. It is, therefore, important that you actively manage attendance and timekeeping as you would for your own employees. This is especially important for participants attending on a part time basis. Recent audits have identified this as a relatively weak area in the delivery of Jobcentre Plus funded provision.
86. All Jobcentre Plus customers referred to provision are expected to attend as agreed in their Action Plan/ITP. As a provider you are required to manage the participant's time on provision which includes keeping records that comply with the audit requirements of Jobcentre Plus including, when they fail to attend provision, what action you have taken

and what the intentions are with regard to the participant returning to provision.

87. Effective management of these processes is relatively straightforward. Participants need to know what is expected of them, what limits apply to them, and what action will be taken and the consequences of non-attendance, before they start provision; accurate and up to date records need to be kept and action must be taken, wherever appropriate, to help individuals make progress and to comply with the requirements of Jobcentre Plus. Exactly the same standard of management is expected from sub-contractors and, indeed, anyone delivering provision to Jobcentre Plus customers where there is a clear expectation of regular and full attendance - eg Work Placements as well as training or project-based work.

Standard Setting

88. Everyone who takes part in Jobcentre Plus funded provision should know the standards of attendance and timekeeping that are expected. An induction period will usually be the best time to cover this (for some programmes - eg Work Based Learning for Adults - where there is no prescribed induction, this would be part of the provider's normal induction). What you cover may vary according to the exact nature of the provision and the participant's age and experience. In most cases though it will be important to establish some key principles up front. These include making clear that:

- participants should take reasonable steps to minimise absences (eg arrange routine GP appointments for evening surgeries where possible);
- unplanned absences (e.g. for sickness, domestic emergencies etc) should always be notified to you as soon as possible and that failure to do so could result in disciplinary action including dismissal;
- some absences should be planned in advance (ie holiday leave to be applied for);
- holiday leave and overall permitted absence are based on duration of provision and are applicable to all participants including those who attend part time or have an alternative attendance pattern.

Record Keeping

89. You must keep up to date records of attendance and absence (See paragraph 20 in the Self Employment Provision section of [Chapter 6](#)). You (including Programme Centre providers) may use your own system but it must meet our minimum standards. These are:

- a clear and accurate record of daily attendance for each participant, which is signed, dated and agreed as accurate, at the end of each week by you and the participant. In no circumstances should the record be signed and dated in advance, (unless to cover for a planned absence such as a holiday) or be signed and dated by a third party;
 - an accurate record, and clear explanation, for any period of absence or lateness. Each instance must be signed for individually; and
 - for any individual, you must keep a running total of absences and the reasons for them and have systems to prompt action as required. Tables 1, 2 and 3 as shown at [Annex 3](#), detail the categories of absence including those where you need to notify Jobcentre Plus as allowance payments and/or benefits may be affected.
90. Jobcentre Plus form ND4 can be used to record attendance. You may use your own format, but you must ensure that it meets the requirements of this guidance and includes all the information that would be captured on the ND4. The ND4 or your own record must be signed and dated by the provider and the participant in the week to which it relates. In cases where the participant is absent they should sign when they next attend provision.
91. Your records will be subject to checks by Jobcentre Plus for monitoring and audit requirements.

Absence and Attendance Management

92. Absence and attendance management is the responsibility of the provider. This means that, within the limits of permitted absence detailed below in Tables 1 and 4 as shown at [Annex 3](#), it is for you to determine whether attendance and timekeeping is acceptable or unacceptable and to take action where it is not. The approaches adopted are likely to be similar to those adopted for your own employees but you may want to take the characteristics of the participant and the programme into account in deciding how to apply these.
93. For example, at the start of a programme such as New Deal, it may be appropriate to have a definite strategy in mind to improve timekeeping over the first few weeks rather than expect immediate compliance, especially if the customer has not worked for a long time. By contrast, if a customer is to benefit from two-week Short Job Focused Training course standards need to be very high from the outset.
94. No participant's attendance record should include any period of unexplained absence. In other words, consistent with the general approach to absence management, if you decide that an individual should continue on a programme you must agree all periods of absence,

whether planned or unplanned. All absences should be recorded against one of the categories in Table 1, 2 or 3 as shown at [Annex 3](#). If the participant is unable to offer an explanation, disciplinary action should be taken, ie a verbal warning in the first instance, a written on the second, followed by dismissal. You may decide to dismiss the participant from the programme at any point if they are failing to make progress, this is a decision for you to take. However, you should notify the relevant Jobcentre Plus contact of your decision, not least to avoid any overpayments to you or the participant, which will have to be recovered later.

Unplanned Absences

95. Where a participant fails to attend as expected and does not let you know you should try to establish what has happened, again as you would for one of your own employees. This might involve phone calls, a letter, asking one of their friends or colleagues to check on them, a home visit etc. If after five consecutive working days however, you have not managed to establish contact with the participant, you should assume they have left the programme and notify Jobcentre Plus accordingly. For part time participants you should not wait until the next time the participant is due to attend your provision before establishing a reason for non-attendance. A record should be kept of actions taken for audit purposes. On weekly funded provision, you will receive an on-programme payment for any week where you have been trying to find out what has happened but payments will stop at the point where your responsibility to manage the participant's absence ends - ie after five successive days of unexplained non-attendance.

Holiday Leave

96. Holiday Leave is counted separately to other absences, Table 1, shown at [Annex 3](#) details the holiday leave absence limits linked to duration of provision.

Note: For any agreed periods of absence for holidays in or outside of Great Britain the provider must inform the participant that they need to let Jobcentre Plus know as soon as possible as any intended holiday may have an effect on any allowances they receive.

Other Absences

97. For all absences other than holiday leave, Table 4 sets limits for the overall permitted absence level linked to duration of provision and Tables 2 and 3 specify which categories count towards the total. Within these limits it is for you to decide how to manage absences. Where these limits are exceeded or are likely to be exceeded however, you must let your nominated Jobcentre Plus contact know who will then decide either to:

- issue a written extension to the allowable absence period;
- ask you to dismiss the participant from the provision; or

- temporarily suspend the participation.
98. The last option is likely where, for example, the participant breaks a leg and cannot continue the course until he/she has recovered. In these cases the action required mirrors the action required for dismissal and re-referral once the participant is able to return to the provision.
99. In some circumstances, the level of absence may mean that a participant will attend provision beyond the original end date. Where this is agreed with Jobcentre Plus you must send form AP3JP (Change of Circumstances) with notification of the new end date to the Jobcentre Plus/New Deal Allowance Payments team so they can extend the duration of the participant's allowance payments and/or update Jobcentre Plus records with the information.
100. The overall limits of permitted absence as shown in Table 4 do not apply to the mandatory Gateway to Work Provision. In this provision participants are allowed only two half days of absence (of any type) before they have to be dismissed from the provision. This could be the first day of the course if the participant attends on the second day. For Programme Centre provision, you should use the "nominal" agreed end date to calculate the expected length of provision for each individual referred to you.
101. Each period of provision is calculated separately. For example, if a participant is referred to you for a balance of time, this period should be used to calculate the permitted absence. The duration that the participant is due to spend on the new period of provision will set their new absence level as given in Tables 1 and 4. The absence total from the previous period of provision does not count towards this new absence level. However, the new absence level does not need to be reached before action is taken if non-participation continues to be an issue, or the participant has previously used all their holiday entitlement.
102. Although extra consideration may be given to reasons for voluntary customers (eg a lone parent/partners) having regular absences their adviser should still be kept informed if there are frequent absences or if the participant is failing to meet the attendance standards. This will allow advisers to consider whether the provision is still proving effective for the voluntary customer, or alternatively, decide if it should be ended. Absence limits prior to dismissal should be the same as for people undertaking the provision on a mandatory basis.

Dismissing Participants

103. While you are expected to take all reasonable steps to encourage participants to continue to attend your provision there are circumstances in which it will be necessary to dismiss them from your provision. The action to take is as follows:

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Occasion	Action to take in all cases	Additional action to take for New Deal customers
Permitted absence limit breached	Discuss with Jobcentre Plus, if dismissal agreed, inform the participant of the action you are taking and the reasons for it. Complete form SL2JP and return to Jobcentre Plus.	Inform the NDPA and/or Contract Manager by telephone. Complete ND11 if dismissal appropriate.
Unexplained absence	Contact the participant; ask them to attend; Let them know their benefits/Jobcentre Plus/ New Deal Allowance Payments could be affected; See Participant Fails to Attend below.	Inform the NDPA by telephone.
Participant fails to attend/ is uncontactable for 5 days	Wait for 5 days to see if they subsequently attend - Complete form SL2JP stating dismissed for misconduct. Last day of participation is fifth day of absence.	Inform the NDPA Complete form ND11 (dismissal form)
Unacceptable behaviour (see text below)	Inform the participant of the action you are taking and the reasons for it. Complete form SL2JP and return to Jobcentre Plus.	Discuss each occasion and your proposed action with the NDPA. Complete form ND11 (dismissal form)

Unacceptable Behaviour

104. Participants on Jobcentre Plus provision have a responsibility to behave in an appropriate manner just as they would if they were in employment. This includes their behaviour while test trading within self-employment provision. You must explain what constitutes appropriate behaviour as part of the induction. Where cases of misconduct or unacceptable behaviour by participants arise, you must immediately deal with it in the most appropriate manner. Where the inappropriate behaviour is of a minor nature, such as an initial refusal to co-operate, you should aim to handle the issue internally in the first instance.
105. If an incident is more serious or there is a pattern of unacceptable behaviour, for example, damage to property or continued refusal to co-operate with reasonable requests, you should notify the Jobcentre Plus adviser or other nominated contact point. Where the participant was

required to undertake mandatory provision - eg in the case of the New Deal IAP the form ND11 (Dismissal form) will be used as evidence in decisions about the participant's future JSA payments which may be affected.

106. Regardless of the nature and seriousness of the misconduct/inappropriate behaviour, it should be recorded and a record kept of the action taken to address the problem prior to dismissal. Where the ND11 has been passed to Jobcentre Plus to consider the participant's future JSA payments, it may be necessary for us to contact you for additional information regarding the dismissal. Jobcentre Plus will be responsible for issuing any sanctions associated with dismissal for misconduct.
107. Occasionally Jobcentre Plus may re-refer a participant previously dismissed from the provision back to you. It is unlikely that someone involved in serious misconduct, such as violence against a person or damage to property, would be referred back to you, but in cases of absenteeism, sickness, etc. the participant may be re-referred. You will have the opportunity to discuss this with Jobcentre Plus staff if you wish.

Participants not Progressing Satisfactorily

108. There may be cases where you or the participants feel they are not making satisfactory progress towards achieving their job goals. You will need to discuss the reasons for this with the participant, for example when reviewing their training or action plan and, where possible, work with them to resolve any problems. If, for New Deal participant, following these discussions you agree changes which impact on the participant's New Deal Action Plan, you will need to complete a Review Record (ND13) and send it to their Personal Adviser. If you are unable to resolve these problems you should contact the relevant Jobcentre Plus person, the NDPA in the case of New Deal participants, to discuss the next steps. It may be necessary for the participant to change direction, for example, by transferring to other provision (see [referrals, starters and leavers](#) above). Alternatively, it might be appropriate to extend participation in your provision. Jobcentre Plus will consider extensions on the basis of a participant's employability.

Grievance and Complaints Procedure - Treating Participants Fairly

109. You should be sensitive to the needs of participants and ensure that your provision is meeting their needs. However, there may be occasions when a participant wishes to complain about their provision or air grievances. You should ensure systems are in place, which allow them to do this and resolve any grievances, concerns or complaints promptly and with the minimum level of bureaucracy, without causing embarrassment to the participant. You should record any discussions and their outcomes, allowing the customer to see and sign the record.

110. You should always try to resolve problems internally. In some circumstances, however, it may be necessary to contact Jobcentre Plus or other nominated officer for additional advice.
111. If a Jobcentre Plus adviser or other nominated officer receives any feedback from the participant about you, which highlights problems they should, in the first instance, discuss this with you and ask for your comments/observations on the feedback the participant has provided. If a satisfactory resolution cannot be made then you and the Jobcentre Plus adviser/ nominated officer should consider:
- referring the participant to another provider; and/ or
 - referring the problem to the relevant team in the Jobcentre Plus District Office responsible for managing your contract.

Changes in Personal Circumstances

112. It is the customer's responsibility to report to you and Jobcentre Plus any change in personal circumstances. These include, change of name, address, telephone number etc. This responsibility will have been explained to the customer before they join your provision. When changes are reported, you will need to notify Jobcentre Plus on form AP3JP Change of Circumstances.

Accident/Incidents

Arrangements for Managing and Reporting Accidents

113. In reporting and managing accidents or incidents, which involve a Jobcentre Plus participant, you and your sub-contractors may wish to consider using similar or the same procedures as you use for existing employees. However, these procedures should include ensuring that:
- immediate action is taken to ensure the safety of participants and prevent reoccurrence;
 - all accidents, including minor incidents, are recorded in your accident book;
 - all accidents covered by the [Reporting of Injuries, diseases and Dangerous Occurrences Regulations](#) 1995 (RIDDOR) are reported to the appropriate enforcing authority;
 - an investigation is carried out to assess whether any changes should be made to the workplace or procedures following the accident/incident.
114. In doing this you will wish to take into account the full range of factors relating to the incident including, for example, whether:

- the participant had received appropriate Health and Safety awareness and instruction and that they understood the implications;
- the activities undertaken by the participant at the time of the accident were required as part of the provision;
- supervision was adequate;
- appropriate clothing and equipment was being used; or
- the work environment was organised in a safe manner, etc.

Reporting Relevant Accidents/Incidents to Jobcentre Plus

115. In addition to your normal arrangements for managing and reporting accidents which may involve Jobcentre Plus participants on your own provision or on any work placements you have organised, you must also notify the Jobcentre Plus Contract holder immediately by telephone of any relevant accident. A relevant accident is any accident suffered by a participant, which results in the following:

- death;
- injuries or conditions referred to in RIDDOR;
- other injuries or conditions not covered by RIDDOR, which lead to an absence from the placement for four or more consecutive days (including weekends, bank holidays and rest days, but excluding the day of the accident);
- any loss to the individual of any physical or mental faculty or in any disfigurement or which may give rise to a claim under the [Analogous Industrial Injuries Scheme](#) (AIIS). See below for further details about AIIS.

Jobcentre Plus Accident Report Forms

116. As soon as the Jobcentre Plus office is notified of a relevant accident or disease suffered by a participant whilst attending a Jobcentre Plus programmes the Jobcentre Plus contract holder will arrange for the following forms to be sent to you for completion:

- Programme Accident Report Form 1 (PARF1), which provides data about the accident/disease and a report of the your investigations; and
- Programme Accident Report Form 2 (PARF2), which is for completion by the participant.

117. The Jobcentre Plus accident report forms should be completed by a competent person and returned to your Jobcentre Plus contact within 5

working days of the accident occurring. The forms have two main functions. These are:

- to notify Jobcentre Plus of the accident/disease and agreed remedial action; **and**
- to form the basis of any claim by the customer to the Analogous Industrial Injuries Scheme (AIIS).

118. It is important therefore that the forms are completed and returned to your Jobcentre Plus contact promptly. Please note that any delay in receiving Form PARF2 from the programme participant should not delay the return of the Form PARF1. In these circumstances, form PARF2 may be forwarded later when it has been completed and returned to you by the participant.

Analogous Industrial Injuries Scheme (AIIS)

119. The Jobcentre Plus office pays Disablement Benefit to employed earners who are injured as a result of an accident or who contract an industrial disease at their place of employment.

120. To ensure non-employed programme trainees/participants are neither advantaged nor disadvantaged, the Department for Education and Skills (DfES) runs an Analogous Industrial Injuries Scheme (AIIS), which operates to the same conditions, uses the same advisers and pays Disablement Benefit at the same rate as the statutory scheme run by Jobcentre Plus. This is a 'no blame' benefit, payable to victims of industrial disease or injuries that are sustained on programmes with a workplace based element. Jobcentre Plus funds the scheme for its own programmes and this is administered on its behalf by DfES

121. If an accident happens, or if a participant contracts an industrial disease on a scheme covered by AIIS, the customers may be eligible for Disablement Benefit through the AIIS scheme. The customer will then be invited by DfES to make a claim.

122. If the claim to AIIS is accepted, DfES will make payments from the fifteenth week after the accident.

123. If the injured participant is unable to continue on the programme they should also be advised, by the provider, to contact their local Jobcentre Plus office immediately, as they may be able to claim other benefits.

Annex 1 - Work Placement Employer Agreement

Employer's Name

.....

New Deal 25 plus is about giving long term unemployed people the skills, experience and help they need to get jobs and to stay in jobs. We will do our utmost to make New Deal 25 plus a success.

As the employer, we accept the terms and conditions relating to our recruitment of placement participants under New Deal 25 plus. In addition we aim: wherever possible to retain in our employment people who join us under these arrangements as long as they can demonstrate to us the aptitude, commitment and will to work which we need from them;

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To offer a period of structured and supported work experience to people who join us under these arrangements as long as they demonstrate to us the aptitude, commitment and will to work which we need from them, which will provide the participant with valuable skills for future jobs;
and to offer every placement participant recruited under the New Deal 25 plus, as a minimum, the same support as other employees doing the same job.
For those participants who cannot be offered employment we agree to provide feedback on their performance and supply an up to date work reference which details the skills and attributes shown throughout the work experience placement.

Signed on behalf of

Signature

Position

Name

Date

For our part, Jobcentre Plus and its partners aim:
to offer practical help, advice and support to employers and Participants involved in New Deal 25 plus. This will include:
providing a named person to both the employer and New Deal 25 plus Participant to contact if problems arise;
ensuring that, to keep burdens on business to a minimum we will only ask for information if we really need it.
We will either provide these services ourselves, or with the help of one of our New Deal 25 plus partner organisations.

Signature

Name

Position

Office

Date

Other terms and conditions applicable to the New Deal 25 plus Work Placement employer agreement.

Jobcentre Plus will confirm that persons recruited are eligible to be New Deal participants and will confirm whether they were aged under or over 25 when they joined New Deal.

Work Placements will be terminated if the employer has dismissed or made redundant any employees in order to provide a New Deal participant with a Work Placement. The Work Placement will be terminated if such a dismissal or redundancy is subsequently found to have taken place. The employer when agreeing to sign the Work Placement Agreement, is making a declaration that they have not made anyone redundant in order to make room for a New Deal Work Placement participant.

New Deal participants shall have the right to choose whether or not to be a member of a union.

The employer must comply with all relevant legislation and statutory duties when recruiting and employing New Deal placement participants - including health and safety, welfare and discrimination at work and the provisions of the Disability Discrimination Act 1995.

The employer will immediately notify Jobcentre Plus in writing if a New Deal participant leaves before the end of the agreed period of the Work Placement, or the circumstances of the participant change.

The employer shall inform Jobcentre Plus immediately, in the case of death, and as soon as reasonable practicable in any case of serious injury or serious illness occurring to the participant and arising out of his or her use of the facilities provided by the employer on provision of the programme or relating to a New Deal placement.

Jobcentre Plus reserves the right to terminate this agreement where the terms and conditions of this agreement have not been met. This will not be done without prior discussion between Jobcentre Plus and the employer.

Jobcentre Plus reserves the right to terminate this agreement where the employer:-

- ceases trading (or threatens to do so);
- becomes bankrupt; or
- goes into liquidation or has a receiver, administrative receiver or administrator appointed over any of its assets.

If the employer named in the agreement is not the direct employer of the New Deal placement participant, they shall be responsible for ensuring that the direct employer(s) (including any contractors) accept and adhere to the terms and conditions contained in this agreement.

Jobcentre Plus and the employer will review the operation of this agreement annually, or earlier at the request of either party.

As part of its duty to ensure the proper use of public money, Jobcentre Plus may require the employer to provide access at reasonable times to officials, authorised by Jobcentre Plus, to inspect any documents or information in respect of New Deal placement participants.

Work Placement opportunities will not be acceptable where the New Deal participant will be permanently based overseas.

The employer shall notify Jobcentre Plus immediately of any circumstances, which may affect the employer's ability to provide a Work Placement for any New Deal participant during the agreed period of the Work Placement.

Annex 2 - Common Inspection Framework/Quality Arrangement publications

Detailed below is a list of publications and useful websites giving access to further information

Raising Standards in Post-16 Learning, Self-Assessment and Development Plans (March 2001) can be found on the Jobcentre Plus website.

The following publications are available from DfES publications and can be ordered by phone on 0845 6022260:

Raising Standards Guidance: Self-Assessment and Development Planning (Oct 2001) (ref: GPS/RS/05)

Raising Standards Guidance: Initial Assessment of Learning and Support Needs and Planning Learning to Meet Needs (ref: GPS/RS/04)

Social Inclusion: Equality-Assurance for Equal Opportunities in Training (ref: GPs/SI/2/99)

Useful websites and organisations

www.ali.gov.uk

Adult Learning Inspectorate - site includes draft guidance for providers on what CIF means to different providers

www.dfes.gov.uk/aiisnet/

Department for Education and Skills site for more information on the Analogous Industrial Injuries Scheme

www.jobcentreplus.gov.uk

General information on the work of Jobcentre Plus

www.lsd.org.uk

General information on the Learning and Skills Council

www.niace.org.uk

NIACE - the national organisation for adult learning.

www.ofsted.gov.uk

The College Handbook on inspections.

Annex 3 – Absence Limits

Table 1
Holiday Leave

Length of Residence	Up to 13 Weeks	14 to 26 Weeks	27 to 39 Weeks	40 to 52 Weeks
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Provision	Weeks			
Entitlement	No Entitlement. Up to 5 days at your discretion	10 days	15 days	20 days

Table 2

Absences, which must be counted towards the Overall permitted absence limit shown in table 4

Occasion	Action to take
Sickness	Follow the procedures outlined in this guidance (Attendance Timekeeping and Absences). Where not agreed, take dismissal action. Record on time sheet NB A Medical Certificate will be required from the 6 th consecutive working day of absence.

Table 3

Absences, which at the discretion of the provider can be excluded from the overall permitted limits shown at Table 4

Occasion	Action to take
Emergency Medical or Dental appointments	Follow the procedures outlined in this guidance (Attendance Time keeping and Absences) Record on timesheet.
Domestic Emergencies	Follow the procedures outlined in this guidance Record on timesheet.
Death of a Close Relative	Follow the procedures outlined in this guidance Record on timesheet.
Public Duties, including Reserve Forces	Participants should make providers aware of any public duties they are likely to undertake. When they arise for short periods, follow the procedures outlined above and record on timesheet. Where they are likely to take participants beyond the absence limits set out below, discuss with Jobcentre Plus staff whether suspension is appropriate.
Court Appearances, Probation interviews and programmes	Should be notified in advance. Follow the procedures outlined in this guidance Record on timesheet. Note: Community Service Orders should always be completed outside the participant's programme hours.
Paternity Leave	Should be notified in advance, although the exact timing is obviously unlikely to be known. Follow the procedures outlined in this guidance Record on timesheet.
Medical or Dental	Should be notified in advance and where possible arranged so

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Appointments	as to not interfere with provision. Follow the procedures outlined in this guidance Record on timesheet.
Religious Holidays and Festivals	Should be notified in advance, and recorded on the timesheet.
Job Interviews	Should be notified in advance. Follow the procedures outlined in this guidance Record on timesheet.
Each Occasion of lateness	Find out why the participant was late and reiterate the importance of good timekeeping if appropriate. Consider disciplinary action if persistent pattern of lateness and no improvement. Record on timesheet.

Table 4

Overall limits of permitted absence (excluding holiday leave) by duration of provision

Duration of Provision	Up to 6 weeks	7 to 13 weeks	14 to 26 weeks	27 to 52 weeks
Maximum allowed	3 days	5 days	10 days	15 days

Annex 4 – New Deal for Musicians Music Industry Provider (MIP) Guidance on Attendance, Timekeeping and Absence – from 31 July 2006

Introduction

1. The aim of NDfM is to encourage musicians to find work within the music industry (which may include unsupported self-employment). The nature of NDfM provision, i.e. the open learning delivery, means that it is often not appropriate or possible to closely supervise and monitor the hours they put in the same way as other provision. Although it is still expected that participants will be completing a minimum total average of 30 hours a week on NDfM, some flexibility is built into attendance on NDfM, to allow for weeks where a musician's hours may be more sporadic, e.g. when they are performing and travelling.
2. These flexibilities are covered within this Annex for NDfM.

Basic Principles

3. If participants are to benefit fully from participating in Jobcentre Plus provision it is important that they attend regularly and on time. Indeed for some people, particularly those with a limited or erratic work history, evidence of good attendance can be at least as important as work experience or training outcomes as far as prospective employers are concerned. It is, therefore, important that you actively manage attendance and timekeeping as you would for your own employees. This is especially important for participants attending on a part time basis. Recent audits have identified this as a relatively weak area in the delivery of Jobcentre Plus funded provision.
4. All Jobcentre Plus customers referred to provision are expected to attend as agreed in their Action Plan/LDP. As a provider you are required to manage the participant's time on provision which includes keeping records that comply with the audit requirements of Jobcentre Plus including, when they fail to attend provision, what action you have taken and what the intentions are with regard to the participant returning to provision.
5. Effective management of these processes is relatively straightforward. Participants need to know what is expected of them, what limits apply to them, what action will be taken and the consequences of non-attendance, before they start provision. Accurate and up to date records need to be kept and action must be taken, wherever appropriate, to help individuals make progress and to comply with the requirements of Jobcentre Plus. Exactly the same standard of management is expected from sub-contractors and, indeed, anyone delivering provision to Jobcentre Plus customers where there is a clear expectation of regular and full attendance.

Standard setting

6. Everyone who takes part in Jobcentre Plus funded provision should know the standards of attendance and timekeeping that are expected. An induction period will usually be the best time to cover this. What you cover may vary according to the exact nature of the provision and the participant's age and experience. In most cases though it will be important to establish some key principles up front. For NDfM these include making clear that:
7. NDfM participants should take reasonable steps to minimise absences from reviews or other scheduled sessions (e.g. arrange routine GP appointments for evening surgeries where possible); and to maximise making up lost time on other days.
8. Unplanned absences from reviews or other scheduled sessions (e.g. for sickness, domestic emergencies etc) should always be notified to you as soon as possible and that failure to do so could result in disciplinary action including dismissal.
9. Some absences from reviews or other scheduled sessions, should be planned in advance (i.e. holiday leave); where the musician will be unable to complete 30 hours of learning in that week.
10. Holiday leave and overall permitted absence are based on duration of provision and are applicable to all participants including those who attend part time or have an alternative attendance pattern.

Record keeping

11. You must keep up to date records of attendance and absence. The NDfM Diary/Activity log is being developed to act as a timesheet as well as recording NDfM open learning activities. This is in workbook format, with carbonated pages, so that copies are made of all weekly entries and absence details. It also has space for signatures to be entered. The new diary allows for activities and timekeeping for NDfM to be recorded in one place. **Note:** a pilot version of the new diary/timesheet can be ordered from Meads using the reference NDOLM10. A fully produced version of this booklet will be available later in the year.
12. The Diary/timesheet must be:
 - written and discussed with you verbally every week, and signed by the you and the participant at every face-to-face meeting, which must be at fortnightly intervals. This face-to-face meeting can be at any time during the relevant week, i.e. it does not have to be on the same day of the week each fortnight. In certain cases this could mean that more than 2 weeks have elapsed when the next declaration is taken, for example:
 - a declaration taken on day 1 of week 1; followed by

- a declaration taken on day 5 of week 3.
 - This is permitted, as long as the meeting falls within the relevant week.
 - Ensure that each week is covered where an odd number of weeks are delivered. If the declaration is not provided, and the participant does not contact you within 5 days of its due date, then termination action should be taken.
 - A copy of the Diary/ timesheet should be kept in your files for audit purposes. (A photocopy or carbonated copy of a diary is acceptable, as the diary remains in the possession of the musician).
13. You may use your own system but it must meet our minimum standards, which are:
- a clear and accurate weekly record of daily open learning for each participant, which is signed, dated and agreed as accurate, at the end of each fortnight by you and the participant. In no circumstances should the record be signed and dated in advance (unless to cover for a planned absence such as a holiday) or be signed and dated by a third party.
 - an accurate record, and clear explanation, for any period of absence or lateness. Each instance must be discussed during reviews or at other points of contact and signed for individually every fortnight.
 - for any individual, you must keep a running total of absences and the reasons for them and have systems to prompt action as required. Tables 1, 2 and 3 as shown at [Annex 3](#) in this chapter, detail the categories of absence including those where you need to notify Jobcentre Plus as allowance payments and/or benefits may be affected.
 - Jobcentre Plus form ND4 can also be used to record attendance. You may use your own format or the ND4 but it must meet all the requirements of this guidance and includes all the information that would be captured on the timesheet part of the NDfM Diary or the ND4.
14. The record must be signed and dated by you and the participant in the week to which it relates. A weekly MIP diary (timesheet) must be signed and dated, at fortnightly face-to-face meetings. In cases where the participant is absent they should sign when they next attend provision.
- Your records will be subject to checks by Jobcentre Plus for monitoring and audit requirements.

Absence and Attendance Management

15. Absence and attendance management is the responsibility of the MIP. Within the limits of permitted absence detailed in this chapter in Tables 1 and 4 as shown at [Annex 3](#), it is for you to determine whether attendance and timekeeping is acceptable or unacceptable and to take action where it is not. You should take the characteristics of the participant and the NDfM programme into account in deciding how to apply these.
16. No participant's attendance record should include any period of unexplained absence, i.e. consistent with the general approach to absence management. If you decide that an individual should continue on a programme you must agree all periods of absence, whether planned or unplanned. All absences should be recorded against one of the categories in Table 1, 2 or 3 as shown at [Annex 3](#). If the participant is unable to offer an explanation, disciplinary action should be taken, i.e., a verbal warning in the first instance, a written one on the second, followed by dismissal. You may decide to dismiss the participant from the programme at any point if they are failing to make progress, this is a decision for you to take. However, you should notify the relevant Jobcentre Plus contact of your decision, not least to avoid any overpayments to you or the participant, which will have to be recovered later.

Unplanned Absences

17. Where a participant fails to attend a review or other scheduled session as expected and does not let you know, you should try to establish what has happened, again as you would for one of your own employees. This might involve phone calls, a letter, asking one of their friends or colleagues to check on them, a home visit etc.
18. Where a participant has failed to attend a fortnightly review meeting to sign the diary (timesheet), a further telephone or face-to-face review meeting must be set as soon as possible. On each occasion that a participant fails to attend a face-to-face review, an absence will be recorded.
19. If the participant cannot be contacted by telephone or other methods for five consecutive days, **either** when they have failed to attend a review or other scheduled session, **or** when a tutor has been unable to make weekly contact with them for 5 consecutive days, you should assume they have left the programme and notify Jobcentre Plus accordingly.
20. If the participant has failed to provide a signed diary (timesheet) for 4 weeks (i.e. has been absent for 2 consecutive scheduled face to face reviews), even when contact has been made verbally with them in the interim, the participant should be dismissed or other action agreed with the NDPA.
21. In exceptional circumstances, where it is not possible to have face to face contact every two weeks, for example, while a musician is on a lengthy

tour, telephone and email contact will suffice, where the participant provides evidence of open learning through a diary / attendance record and any other evidence, through the post, which can then be countersigned by the provider. Any such arrangement must be agreed with the NDPA.

22. For NDfM participants, you should not wait until the next time that scheduled is due before establishing a reason for non-attendance. A record should be kept of actions taken for audit purposes. On weekly funded provision, you will receive an on-programme payment for any week where you have been trying to find out what has happened but payments will stop at the point where your responsibility to manage the participant's absence ends, i.e. after five successive days of unexplained non-attendance / contact.
23. You will receive on-programme payments for any weeks during which you have evidence that the NDfM participant was in contact with you and verbally agreed that he/she had undertaken 30 hours of open learning, even if no diary (timesheet) is available for that week because the participant subsequently failed to attend and provide diary (timesheet). See [Record Keeping](#).

Holiday Leave

24. Holiday Leave is counted separately to other absences, Table 1, shown at [Annex 3](#) details the holiday leave absence limits linked to duration of provision.
Note: For any agreed periods of absence for holidays in or outside of Great Britain you must inform the participant that they need to let Jobcentre Plus know as soon as possible as any intended holiday may have an effect on any allowances they receive.

Other Absences

25. For all absences other than holiday leave, Table 4 sets limits for the overall permitted absence level linked to duration of provision and Tables 2 and 3 specify which categories count towards the total. Within these limits it is for you to decide how to manage absences. Where these limits are exceeded or are likely to be exceeded however, you must let your nominated Jobcentre Plus contact know who will then decide either to:
 - issue a written extension to the allowable absence period;
 - ask you to dismiss the participant from the provision; or
 - temporarily suspend the participation.
26. The last option is likely where, for example, the participant breaks a leg and cannot continue the course until he/she has recovered. In these cases the action required mirrors the action required for dismissal and re-referral once the participant is able to return to the provision.

27. In some circumstances, the level of absence may mean that a participant will attend provision beyond the original end date. Where this is agreed with Jobcentre Plus you must send form AP3JP (Change of Circumstances) with notification of the new end date to the Jobcentre Plus/New Deal Allowance Payments team so they can extend the duration of the participant's allowance payments and/or update Jobcentre Plus records with the information.
28. Each period of provision is calculated separately. For example, if a participant is referred to you for a balance of time, this period should be used to calculate the permitted absence. The duration that the participant is due to spend on the new period of provision will set their new absence level as given in Tables 1 and 4. The absence total from the previous period of provision does not count towards this new absence level. However, the new absence level does not need to be reached before action is taken if non-participation continues to be an issue, or the participant has previously used all their holiday entitlement.
29. Although extra consideration may be given to reasons for voluntary customers (e.g. a lone parent/partners) having regular absences their adviser should still be kept informed if there are frequent absences or if the participant is failing to meet the attendance standards. This will allow advisers to consider whether the provision is still proving effective for the voluntary customer, or alternatively, decide if it should be ended. Absence limits prior to dismissal should be the same as for people undertaking the provision on a mandatory basis.

Dismissing Participants

30. While you are expected to take all reasonable steps to encourage participants to continue to attend your provision there are circumstances in which it will be necessary to dismiss them from your provision. For the action to take see [Dismissing Participants](#), in the main part of this chapter.

Unacceptable Behaviour

31. Participants on Jobcentre Plus provision have a responsibility to behave in an appropriate manner just as they would if they were in employment. You must explain what constitutes appropriate behaviour as part of the induction. Where cases of misconduct or unacceptable behaviour by participants arise, you must immediately deal with it in the most appropriate manner. Where the inappropriate behaviour is of a minor nature, such as an initial refusal to co-operate, you should aim to handle the issue internally in the first instance.
32. If an incident is more serious or there is a pattern of unacceptable behaviour, for example, damage to property or continued refusal to co-operate with reasonable requests, you should notify the NDPA. Where the participant was required to undertake mandatory provision, e.g. in New Deal IAP the form ND11 (Dismissal form) will be used as evidence

in decisions about the participant's future JSA payments which may be affected.

33. Regardless of the nature and seriousness of the misconduct/inappropriate behaviour, it should be recorded and a record kept of the action taken to address the problem prior to dismissal. Where the ND11 has been passed to Jobcentre Plus to consider the participant's future JSA payments, it may be necessary for us to contact you for additional information regarding the dismissal. Jobcentre Plus will be responsible for issuing any sanctions associated with dismissal for misconduct.
34. Occasionally Jobcentre Plus may re-refer a participant previously dismissed from the provision back to you. It is unlikely that someone involved in serious misconduct, such as violence against a person or damage to property, would be referred back to you, but in cases of absenteeism, sickness, etc. the participant may be re-referred. You will have the opportunity to discuss this with the NDPA if you wish.

Participants not Progressing Satisfactorily

35. There may be cases where you or the participants feel they are not making satisfactory progress towards achieving their job goals. You will need to discuss the reasons for this with the participant, for example when reviewing their LDP or action plan and, where possible, work with them to resolve any problems. If, for New Deal participant, following these discussions you agree changes which impact on the participant's New Deal Action Plan, you will need to complete a Review Record (ND13) and send it to their Personal Adviser. If you are unable to resolve these problems you should contact the NDPA to discuss the next steps. It may be necessary for the participant to change direction, for example, by transferring to other provision.