Terms of Reference
For an Individual Contractor to assist in the implementation of the Inclusive Education interventions with UNICEF Albania

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Developed by:
Approved by:
Background of the assignment

UNICEF in support of the Ministry of Education, Sports and Youth in Albania (MoESY), have signed a joint work plan for ensuring an equitable and quality system of education for all Albanian children with a focus on the most vulnerable ones. As a follow up of this work plan, UNICEF has engaged with MOESY in the development and support for implementation of the education sector strategy, as the main policy document paving the way to the future development of education in Albania as well as guiding the shape of UNICEF support for the sector.

Supporting the main principles of this policy document and based on the joint work plan, UNICEF is putting in place strategies such as advocacy for a qualitative and equitable system of education, reinforcement of the capacities of teacher work force and school management, strengthening of data systems to inform national decision making, influencing parents, teachers and public at large behaviors on issues of vulnerable group inclusion in education.

In addition, taking into account the results of preliminary analysis of particular challenges adolescents and youth are facing when it comes to transitioning from education to employment, the consultancy will also further support the UNICEF CO to assess existing interventions and assess strategic entry points for future engagement.

Identified bottlenecks hampering the equitable access for the most vulnerable children to education are being tackled through policy level and targeted interventions considering that the needs of children are holistic and require an integrated response. Availability of inputs such as transportation costs, text books, availability of budgets are being addresses by UNICEF through targeted interventions and advocacy with the MOES especially for one of the most vulnerable groups like Roma and children with disability where global initiatives as e.g. Out-of-School-children are being implemented by MOES in Albania with UNICEF support. Availability of qualified teacher force to ensure education outcomes for children is also being addressed by assisting MOES to set up a qualification system that will provide Albanian children with 21-st century skills improving their academic achievements and life skills. Policy framework such as the strategy of Preuniversity education, Revised Education management Information system have been supported through the technical assistance of UNICEF by ensuring the equity angle of these documents. Improved children outcomes are being targeted through the completion of Early Learning and Development Standards, piloting of the competency-based curriculum, conducting an assessment of children learning. Need for disaster risk reduction preparedness and emergency response has been tackled through the post flood assistance or 2019 Earthquake’s response with provision of temporary learning spaces, psychological support etc. Currently UNICEF is supporting the MoESY with the Earthquake post recovery plan as well as with the COVID-19 response with provision of digital learning and improvement of teacher and school capacities for a safe school re-entry.

To support this ambitious joint work plan of UNICEF Education sector in Albania, a national consultant will be hired to support Education Team of UNICEF in the process of implementation of this work plan.

Objectives, Purpose and Expected results

The main objective of this consultancy will be to assist the UNICEF to implement the joint work plan signed with MOEYS, focusing on the issue of Teacher’s professional development, Digital Learning, Inclusive education and youth and adolescent programming with a particular focus of the assignment on monitoring, documentation and reporting.

The expected results of the consultancy are:

- Support the efforts for quality blended online learning opportunities (including improvement of the current online learning platform and its enrichment with a wide array of play-based and interactive tools and materials for teachers and parents to catalyze children’s overall development.

- Support the large-scale efforts of teacher’s professional development in improvement of ICT skills, competency-based curricula, child centered methodologies as per new curricula and standards of Early Childhood Education.

- Support the efforts to mainstream DRR at national, local and school level;

- Provide support in identifying, capturing, synthesizing, and sharing lessons learned for knowledge development and capacity development of stakeholders.
- Provide support in implementing a plan for inclusive education (inclusive education, out of school children, drop-out prevention and response)
- Monitor, support and develop further UNICEF adolescents and youth programming.

Description of the assignment

The assignment will be conducted by one national consultant in a collaborative effort with UNICEF team. The main tasks and deliverables for the consultant as part of this assignment will be:

Deliverables

<table>
<thead>
<tr>
<th>No</th>
<th>Deliverable</th>
<th>Description</th>
<th>Month</th>
<th>Who</th>
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| 1. | Online learning                                                             | Main tasks to be developed under this component include:  
  - Writing of reports (donor reports, inputs for internal UN and UNICEF reporting) on online learning process and projects that UNICEF Albania is undertaking  
  - Development of documentation (two case studies and 4 human stories regarding online learning supported by UNICEF  
  - Follow up and provide logistical support in developing and planning activities with the MOEYS and partners regarding online learning;  
  - Develop concept notes for funding on online digital learning in preschool;  
  - Conduct monitoring visits and reports as required. | October-2020 November 2021  
  Detailed planning of activities within the date 2 of each month, reporting within the date 30 of each month | Consultant                             |
| 2. | Support the large-scale efforts of teachers’ professional development      | **Main tasks include:**  
  - Development of inputs/concept notes for fundraising;  
  - Provision of monitoring visits and reports;  
  - Inputs for donor reports;  
  - Support the national counterparts in the development of joint program documents and reporting with UNICEF, reflecting principles of Result based programming | October-2020 November 2021  
  Detailed planning of activities within the date 2 of each month, reporting within the date 30 of each month | Consultant                             |
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<td>and best HQ and RO experiences (e.g. with ASCAP and other/implementing partners)</td>
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<td>- Follow up and provide logistical support in developing and planning activities regarding teacher professional development organise events online and offline;</td>
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<td>- Develop a case study and three Human Stories on teacher professional development</td>
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<td>- Provide support in implementing a plan for inclusive education (inclusive education, out of school children, drop-out preventions) and DRR in schools</td>
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<td>3.</td>
<td>Main tasks include</td>
<td>October 2020-November 2021</td>
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<td>- Develop regular data sets on issues of OOSC, drop-out, inclusion of Roma children and children with disabilities</td>
<td>Detailed planning of activities within the date 2 of each month, reporting within the date 30 of each month.</td>
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<td>- Monitor regularly and provide reports on UNICEF programming on inclusive education and DRR;</td>
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<td>- Provide inputs for donor reports and other reporting as needed;</td>
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<td>- Support the national counterparts in their efforts to implement programming on inclusive education</td>
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<td>- Follow up and provide logistical support in developing and planning activities regarding Inclusive education and OOSC;</td>
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<td>4.</td>
<td>Adolescents and youth support</td>
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<td>- Provide support for youth and adolescents programs run by UNICEF Albania through raising awareness, promoting the interventions, monitoring and documentation</td>
<td>October 2020-November 2021</td>
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<td>- Develop a guiding paper on programming for adolescents and youth based on available documents, consultations with</td>
<td>Detailed planning of activities within the date 2 of each month, reporting within the date 30 of each month.</td>
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Consultancy requirements

All reports and other deliverables will be delivered to UNICEF Albania, Early Learning and Education Specialist, based on the above table. All reports should be submitted electronically.

Location and Duration

- **Starting period:** the indicative starting date for the assignment will be the October 10, 2020;
- **Foreseen end of contract** will be 30 November 2021;
- The exact dates for starting the contract will be negotiated with the consultant once selected. The total number of months is 11.5 months;
- The consultant will have an arrangement of working from home with a one day per week requirement to come to the office under the conditions dictated from COVID-19. Once the situation of COVID-19 will be over, a new modality of part time work from home and part time from the office will be required. These arrangements will be discussed with the consultant he/she when selected.

Qualification requirements

The consultancy can be undertaken by an individual consultant. The consultant should have the following profile:

- Higher education degree/s in Education, Social Sciences or other relevant discipline;
- Demonstrated experience of conducting work in the area of Education including education policy, awareness, monitoring and evaluation and teacher professional development (minimum five years);
- Excellent knowledge of Albania’s education context and familiarity with global trends in education;
- Excellent facilitation skills and demonstrated experience of leading joined group efforts;
- Knowledge and experience of UNICEF priorities in education would be an advantage;
- Knowledge on youth/adolescent programming in as asset;
- Excellent writing skills in English and ability to synthetize complex information.
- Flexibility in conducting the work will be a great advantage.

Interested individuals (or teams of consultant) are requested to submit

- Letter of interest indicating the reasons why the consultant can implement the assignment;
- Curriculum vitae;
- Fee estimate based on month/fee;
- Copies (or web-links to) of work conducted in the past (if any);
- Reference names and contacts of persons with whom the consultant has worked in the past;

Evaluation of the performance

The consultant’s performance will be assessed in terms of quality and timeliness of work – in relation to each expected deliverable, as per UNICEF’s standard consultancy evaluation form.

**Quality:** UNICEF’s rating of the consultant’s deliverables in terms of quality will reflect organizational standards in that regard (the review of deliverables will be done by several professional staff members in the Country Office).
**Timeliness:** All the deliverables should be handed in on time based on the approved schedule of work. The consultants’ availability for discussions and timely responding to email queries will also be reflected in the assessment.

**Assignment management**

The contract will be supervised by the Early Learning and Education Specialist in UNICEF Albania.

**Payment Schedule**

The assignment will be remunerated upon delivery of the agreed deliverables in the beginning of each month upon successful submission of the deliverables. Payment will be made in eleven installments. Last installment will cover a period of 1.5 months.

**Submission of applications**

All interested candidates are invited to submit their applications online in the UNICEF e-recruitment system. Applications must be submitted in English. Only successful applicants will be informed of the outcome of their submissions by communication sent out to the email/postal address that is indicated in their submission package.

All applicants should familiarise themselves with the ANNEX to the present ToR outlining UNICEF’s terms and conditions of consultancy/contracted services. Such ANNEX is an integral part of UNICEF’s contracts, so all applicants should be aware of the conditions when they apply.
ANNEX: General Conditions of Contracts for the Services of Consultants / Individual Contractors

1. Legal Status

The individual engaged by UNICEF under this contract as a consultant or individual contractors (the “Contractor”) is engaged in a personal capacity and not as representatives of a Government or of any other entity external to the United Nations. The Contractor is neither a "staff member" under the Staff Regulations of the United Nations and UNICEF policies and procedures nor an "official" for the purpose of the Convention on the Privileges and Immunities of the United Nations, 1946. The Contractor may, however, be afforded the status of “Experts on Mission” in the sense of Section 22 of Article VI of the Convention and the Contractor is required by UNICEF to travel in order to fulfill the requirements of this contract, the Contractor may be issued a United Nations Certificate in accordance with Section 26 of Article VII of the Convention.

2. Obligations

The Contractor shall complete the assignment set out in the Terms of Reference for this contract with due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices.

The Contractor must respect the impartiality and independence of UNICEF and the United Nations and in connection with this contract must neither seek nor accept instructions from anyone other than UNICEF. During the term of this contract the Contractor must refrain from any conduct that would adversely reflect on UNICEF or the United Nations and must not engage in any activity that is incompatible with the administrative instructions and policies of UNICEF. The Contractor must exercise the utmost discretion in all matters relating to this contract.

In particular, but without limiting the foregoing, the Contractor (a) will conduct himself or herself in a manner consistent with the Standards of Conduct in the International Civil Service; and (b) will comply with the administrative instructions and policies of UNICEF relating to fraud and corruption; information disclosure; use of electronic communication assets; harassment, sexual harassment and abuse of authority; and the requirements set forth in the Secretary General’s Bulletin on Special Measures for Protection from Sexual Exploitation and Sexual Abuse.

Unless otherwise authorized by the appropriate official in the office concerned, the Contractor must not communicate at any time to the media or to any institution, person, Government or other entity external to UNICEF any information that has not been made public and which has become known to the Contractor by reason of his or her association with UNICEF or the United Nations. The Contractor may not use such information without the written authorization of UNICEF and shall under no circumstances use such information for his or her private advantage or that of others. These obligations do not lapse upon termination of this contact.

3. Title rights

UNICEF shall be entitled to all property rights, including but not limited to patents, copyrights and trademarks, with regard to material created by the Contractor which bears a direct relation to, or is made in order to perform, this contract. At the request of UNICEF, the Contractor shall assist in securing such property rights and transferring them to UNICEF in compliance with the requirements of the law governing such rights.

4. Travel

If UNICEF determines that the Contractor needs to travel in order to perform this contract, that travel shall be specified in the contract and the Contractor’s travel costs shall be set out in the contract, on the following basis:
(a) UNICEF will pay for travel in economy class via the most direct and economical route; provided however that in exceptional circumstances, such as for medical reasons, travel in business class may be approved by UNICEF on a case-by-case basis.

(b) UNICEF will reimburse the Contractor for out-of-pocket expenses associated with such travel by paying an amount equivalent to the daily subsistence allowance that would be paid to staff members undertaking similar travel for official purposes.

5. Statement of good health

Before commencing work, the Contractor must deliver to UNICEF a certified self-statement of good health and to take full responsibility for the accuracy of that statement. In addition, the Contractor must include in this statement of good health (a) confirmation that he or she has been informed regarding inoculations required for him or her to receive, at his or her own cost and from his or her own medical practitioner or other party, for travel to the country or countries to which travel is authorized; and (b) a statement he or she is covered by medical/health insurance and that, if required to travel beyond commuting distance from his or her usual place or residence to UNICEF (other than to duty station(s) with hardship ratings “H” and “A”, a list of which has been provided to the Contractor) the Contractor’s medical/health insurance covers medical evacuations. The Contractor will be responsible for assuming all costs that may be occurred in relation to the statement of good health.

6. Insurance

The Contractor is fully responsible for arranging, at his or her own expense, such life, health and other forms of insurance covering the term of this contract as he or she considers appropriate taking into account, among other things, the requirements of paragraph 5 above. The Contractor is not eligible to participate in the life or health insurance schemes available to UNICEF and United Nations staff members. The responsibility of UNICEF and the United Nations is limited solely to the payment of compensation under the conditions described in paragraph 7 below.

7. Service incurred death, injury or illness

If the Contractor is travelling with UNICEF’s prior approval and at UNICEF's expense in order to perform his or her obligations under this contract, or is performing his or her obligations under this contract in a UNICEF or United Nations office with UNICEF’s approval, the Contractor (or his or her dependents as appropriate), shall be entitled to compensation from UNICEF in the event of death, injury or illness attributable to the fact that the Contractor was travelling with UNICEF’s prior approval and at UNICEF's expense in order to perform his or her obligations under this contract, or was performing his or her obligations under this contract in a UNICEF or United Nations office with UNICEF’s approval. Such compensation will be paid through a third-party insurance provider retained by UNICEF and shall be capped at the amounts set out in the Administrative Instruction on Individual Consultants and Contractors. Under no circumstances will UNICEF be liable for any other or greater payments to the Contractor (or his or her dependents as appropriate).

8. Arbitration

(a) Any dispute arising out of or, in connection with, this contract shall be resolved through amicable negotiation between the parties.

(b) If the parties are not able to reach agreement after attempting amicable negotiation for a period of thirty (30) days after one party has notified the other of such a dispute, either party may submit the matter to arbitration in accordance with the UNCITRAL procedures within fifteen (15) days thereafter. If neither party submits the matter for arbitration within the specified time the dispute will be deemed resolved to the full satisfaction of both parties. Such arbitration shall take place in New York before a single arbitrator agreed to by both parties; provided however that should the parties be unable to agree on a single arbitrator within thirty days of the request for arbitration, the arbitrator shall be designated by the United Nations Legal Counsel. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

9. Penalties for Underperformance
Payment of fees to the Contractor under this contract, including each installment or periodic payment (if any), is subject to the Contractor’s full and complete performance of his or her obligations under this contract with regard to such payment to UNICEF’s satisfaction, and UNICEF’s certification to that effect.

10. Termination of Contract

This contract may be terminated by either party before its specified termination date by giving notice in writing to the other party. The period of notice shall be five (5) business days (in the UNICEF office engaging the Contractor) in the case of contracts for a total period of less than two (2) months and ten (10) business days (in the UNICEF office engaging the Contractor) in the case of contracts for a longer period; provided however that in the event of termination on the grounds of impropriety or other misconduct by the Contractor (including but not limited to breach by the Contractor of relevant UNICEF policies, procedures, and administrative instructions), UNICEF shall be entitled to terminate the contract without notice. If this contract is terminated in accordance with this paragraph 10, the Contractor shall be paid on a pro rata basis determined by UNICEF for the actual amount of work performed to UNICEF’s satisfaction at the time of termination. UNICEF will also pay any outstanding reimbursement claims related to travel by the Contractor. Any additional costs incurred by UNICEF resulting from the termination of the contract by either party may be withheld from any amount otherwise due to the Contractor under this paragraph 10.

11. Taxation

UNICEF and the United Nations accept no liability for any taxes, duty or other contribution payable by the consultant and individual contractor on payments made under this contract. Neither UNICEF nor the United Nations will issue a statement of earnings to the consultant and individual contractor.

I accept the General Terms and Conditions outlined above:

______________________________  ______________________________
Signature                          Date, Place