

**UNICEF Pacific**

**TERMS OF REFERENCE**

**Early Childhood Care and Education Minimum Quality Service Standards**

**Requesting Section:** Education

**Date/Updated date:** 3 May 2017

**Programme Area and Specific Project involved:** Outcome 3: Quality Early Childhood, Output 3.5: By 2017, young children in targeted areas in Vanuatu benefit from increased access to quality early childhood development programmes through regional and in-country interventions, including during emergencies.

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**Background:**

In line with the Vanuatu education sector strategy, UNICEF supports the Ministry of Education and Training (MoET) in strengthening equitable access to quality early childhood care and education (ECCE) in Vanuatu.

MoET has made significant progress in developing the ECCE sub-sector in Vanuatu. At the systems level, ECCE is reflected in the Education Act and an ECCE policy has been endorsed. In addition, the ECCE curriculum is aligned to the Year 1 primary school education curriculum. Since 2014, the strategic focus of UNICEF has shifted to an integrated multi-sectorial holistic early childhood development and education (ECDE) approach to child development, linking current ECCE services with strengthened parenting support. ECDE is considered a holistic approach to child development linking child protection, education, health & nutrition, water, sanitation, and hygiene (WASH), and community & parent participation. Investing in ECDE is a cost-effective approach to support child development outcomes, school readiness for primary enrolment and academic success.

After consultation with MoET, UNICEF has agreed to provide technical and financial support to the development of ECCE MQSS, including a monitoring and evaluation (M&E) framework with compliance mechanisms and tools like indicator checklists for both ECCE centres self-assessment and for MoET monitoring purposes. UNICEF in-house technical support to MoET has been provided to draft these standards. However monitoring mechanisms for both ECCE centres’ continuous self-assessment and for MoET to monitor implementation of the standards based on ECCE MQSS still need to be developed. UNICEF would like to engage a local ECCE consultant at the NO-C level to support the MoET in developing an ECCE MQSS M&E framework with compliance mechanisms and tools like indicator checklists for both ECCE centres self-assessment and MoET monitoring purposes in Vanuatu.

**Purpose of Assignment:**

The purpose of this consultancy is to support the ministry of education and training (MoET) to develop a costed comprehensive and integrated early childhood education (ECCE) monitoring and evaluation (M&E) framework with monitoring tools based on ECCE minimum quality service standards (MQSS) in close consultation with ECCE stakeholders at the national and sub-national levels to ensure that ECCE centres comply with MQSS.

**Scope of Work/ Work Assignments:**

Under the supervision of the UNICEF Pacific Chief of Education and with support from the Education Specialist based in Suva as well as the local education consultant based in Port Vila, the ECCE consultant will:

1. Consult with ECCE stakeholders, especially ECCE centres and ECCE committees, at the national and sub-national to identify develop monitoring mechanism for both ECCE centres’ continuous self-assessment and for MoET to monitor implementation of the standards based on ECCE MQSS.
2. Base on consultations, develop an ECCE MQSS M&E framework with compliance mechanisms including related monitoring tools such as indicator checklists for both ECCE centres self-assessment and MoET monitoring purposes.

**Work Schedule:**

The duration of consultancy is 35 working days.

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**Payment Schedule**

1st Payment Finalised ECCE MQSS monitoring and evaluation (M&E) framework with compliance mechanisms and MQSS (self) monitoring tools

2nd Payment Workshop to review and endorse ECCE MQSS, M&E framework with related (self) monitoring tools and Compliance Mechanisms completed and final consultancy report approved by both UNICEF and MoET.

**Deliverables/End Products**

Specifically, the consultant shall work closely with the MoET counterparts from the National Early Childhood Education Unit to:

1. Draft ECCE MQSS monitoring and evaluation (M&E) framework with compliance mechanisms and MQSS (self) monitoring tools.
2. Field test ECCE MQSS M&E tools in selected ECCE Centres on Efate island and revise according to trial results.
3. Organise a national seminar for government officials from all MoE departments, Ministry of Finance and Prime Minister’s Office, as well as development partners in the education sector to review and endorse ECCE MQSS and M&E framework with related monitoring tools.
4. Write a report on the development process and recommendations for submission to MoET and UNICEF.

**All products should be in electronic and hard copy submission.**

**Supervisor Name and Type of Supervision that will be provided:**

UNICEF Vanuatu Chief of Field Office will provide overall operational and administrative supervision for this consultancy and will supervise this position on a day-to-day basis. The consultant will receive technical guidance and oversight from UNICEF Pacific Chief of Education in close consultation with the Education Specialist based in Fiji.

**Consultant’s Work Plan and Official Travel Involved:**

The consultant’s work plan is in line with the above work schedule. In-country travel will be arranged by UNICEF with no additional per-diem.

**Consultant’s Work Place:**

The consultant will be based in the MoET National Early Childhood Education Unit. **The Consultant should bring own computer.**

**Qualifications or Specialized Knowledge/Experience Required:**

Qualifications

* University degree in Social Sciences or Education with focus on ECCE.

Experience and Skills

* At least 5 years of experience in ECCE development;
* Expertise in developing education benchmarks;
* Experience in developing M&E frameworks;
* Proven ability to conceptualize, innovate, plan and execute ideas in national contexts;
* Good facilitation and communication skills;
* Good versatility, judgment and maturity skills;
* Computer skills, including internet navigation and various office applications.
* Previous working experience with MoET and UNICEF education programmes will be an asset.

Languages

* Fluency in written and spoken English and Bislama required. Knowledge of French useful.

Competencies

* Good analytical, negotiating, communication and advocacy skills;

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**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 and procedures 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 him- 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 and procedures of UNICE 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:

1. 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.
2. 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 contractor, 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**

1. Any dispute arising out of or, in connection with, this contract shall be resolved through amicable negotiation between the parties.
2. 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 contractor, 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.

\*\* All Programme TORs to be approved by Deputy Representative and Operations TOR to be approved by Operations Manager.