

Service Level Agreement for [Employer name]

THIS AGREEMENT is made the [Apprentice Start Date] BETWEEN (1) West Midlands Creative Alliance of 213 Scott House, The Custard Factory, Gibb Street, Digbeth, Birmingham B9 4AA ('the Training Provider') and [Employer Name], [Employer address] (The Employer').

1. Definitions

1.1 In this Agreement the following terms will have the following meanings:

'Apprentice'	means the individual who has been introduced by the Training Provider to the Employer for the purposes of working on an Apprenticeship basis.
'Term'	means (12) months from the date on which the apprentice(s), [Name of apprentice(s)], is/are employed.
'Approved Courses'	means such training sessions with the Training Provider as are necessary to prepare the Apprentice for the Qualification.
'Services'	means the services provided by the Employer to provide the Apprentice with high quality work-based training to recognised standards as required by the awarding body and the Apprenticeship Programme and SFA, so that the Apprentice will obtain the Apprenticeship Award with enhanced opportunities for employment, whether with the Employer or elsewhere.
'Apprenticeship Framework'	means the elements of the framework your apprentice will be required to complete during the apprenticeship
'Functional Skills'	means Maths, English, and ICT which is a mandatory requirement of each apprentice framework in England.
'Apprenticeship Award'	means the award, which the Apprentice will receive upon successful completion of the Apprenticeship Programme
'Awarding Body'	means qualification-awarding body for the Apprenticeship Programme
'Apprenticeship Programme'	means the standards and requirements set by the Awarding Body, which the Employer is to comply with
'Legal Rights'	means statutory sick pay, maternity pay, holiday pay and any other rights, which arise under a contract of employment

'SFA' means the Skills Funding Agency who are funding the Apprenticeship Programme

- 1.2 Words importing one gender include all other genders and words importing the singular include the plural and vice versa;
- 1.3 Any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment of it;
- 1.4 The clause headings do not form part of this agreement and shall not be taken into account in its construction or interpretation;
- 1.5 References in this agreement to any clause sub-clause schedule or paragraph without further designation shall be construed as references to the clause sub-clause schedule or paragraph of this agreement so numbered.

1.6 The Apprenticeship Framework

a) Is the suite of qualifications the apprentice will be working towards during Apprenticeship. Competency element, (NVQ, Diploma), Knowledge Element, Technical Certificate/BTEC, Functional Skills (Maths, English, ICT) PLTS- Personal Learning and Thinking skills.

b) The apprenticeship framework is agreed by the training provider and the employer before the start of the apprenticeship programme. It is not possible to change the framework during the apprenticeship programme. Creative Alliance reserve the right to recoup the full course fees in the event that an apprentice or employee decide they would prefer an alternative course.

c) In the event that the Apprentice is offered an alternative position within the same organisation during the apprenticeship. The Employer shall ensure that the offer of a new role includes ensuring continuing the apprenticeship programme. In the event of the apprenticeship not being continued Creative Alliance reserve the right to charge the employer the course fees.

d) In the event that at the end of the Term the Apprentice is not successfully awarded the Apprenticeship Award, the Employer shall co-operate fully with the Apprentice and the Training Provider in any re-assessment meetings for three months after the planned end date. In instances where access and support for assessment is discontinued Creative Alliance reserve the right to charge the employer the course fees.

1.7 Functional Skills

a) Functional skills are a mandatory element of each apprenticeship framework in the UK. Creative Alliance deliver a one day a week, six to eight week taught programme at our offices in Birmingham, in addition we require each apprentice to complete work in between the sessions which will usually take place on a Monday for a full day.

b) We assess every new apprentice at the start of the programme at their induction, to determine whether they are exempt from the mandatory element of the apprenticeship.

c) If your apprentice fails to;

- Attend more than one training session at Creative Alliance
- Complete the work set by the tutors, both in the training and in their own time.

Where it becomes necessary to arrange an additional programme of functional skills training a charge will be applicable to the employer. (Please see 4.2).

2. The Employer Obligations

2.1 The Employer will:

- a) Employ the Apprentice subject to the Service Level Agreement and the Employer's usual terms and conditions of employment.
- b) Provide the Services to the Apprentice and to mentor and support the Apprentice through their coursework and their day-to-day role within the Employers organisation.
- c) Pay the apprentice a minimum of £2.68 per hour, for a minimum of 30 hours per week. Please note the minimum apprentice hourly rate will rise to £3.30 per hour from 01st October 2015. Under working time directives the maximum working week should not exceed 48 hours- time must be allowed for an apprentice to gather evidence and complete work for the apprenticeship qualification
- d) Operate a formal Health and Safety policy and undertake the necessary legal and contractual responsibilities for health and safety of the Apprentice.
- e) Operate an Equal Opportunities policy, which meets all legal requirements and ensure that the Apprentice is treated fairly at all times.
- f) Keep accurate and up to date records of the progress of the Apprentice and provide witness testimonies and mentor reports to record the work place evidence as required by the Training Provider and the sufficient to attain the Apprenticeship Programme and Apprenticeship Award.
- g) Allow the Apprentice to attend selected training sessions, visits and assessment meetings with the Training Provider, at pre-specified days.
- h) Give permission for Assessors, Internal Verifiers and Quality Assurance Personnel to visit the Apprentice within the workplace for feedback and review of coursework. Such visits are to be arranged by appointment suitable to all parties.
- i) Identify and communicate to the Training Provider any issues which may directly affect completion of any coursework by the Apprentice.
- j) Comply with and deliver the course material according to the Awarding Body standards for the Apprenticeship Programme.
- k) Be committed to attend quarterly employer engagement meetings with the Training Provider for up to date information and guidance.
- l) Co-operate fully with the Training Provider on all aspects of the Apprenticeship Programme.

- m) Inform the Training Provider of any verbal or written warning or proposed disciplinary action (including dismissal) against or grievance by the Apprentice and to keep the Training Provider informed of progress in any such disciplinary or grievance meetings hearings or the like. Please contact John Parker if necessary in regards to the above:
john@creativealliance.org.uk.
 - n) All employers should be aware that it is essential that all Apprentices must remain on programme whilst receiving an Apprenticeship salary. This is in accordance with national minimum wage policy. It is an employer's responsibility to pay at minimum wage if the individual leaves or completes the Apprentice programme.
- 2.2 In the event that at the end of the Term the Apprentice is not successfully awarded the Apprenticeship Award, the Employer shall co-operate fully with the Apprentice and the Training Provider in any re-assessment meetings or other procedure or appeal process by the Apprentice.

3. The Training Providers Obligations

3.1 The Training Provider will:

- a) Plan, administer and participate as the Employers consultant, in all recruitment and interview procedures regarding the Apprentice if required.
- b) Provide the Employer with all relevant and up to date information concerning the Apprenticeship Programme.
- c) Adhere to strict health and safety guidelines in accordance with the law to ensure a safe environment whilst the Apprentice is on the Training Providers premises on the Approved Courses.
- d) Provide the Apprentice with necessary assessment and support to enable them to successfully complete their qualification.
- e) Adhere to the Training Provider's equal opportunities policy, to all dealings with Employers and the Apprentice.
- f) Employ all personnel required to work on the Apprenticeship Programme including Assessors, Internal Verifiers, Quality Co-ordinator and administration staff.
- g) Provide support and guidance for Assessors and Internal Verifiers working on the Apprenticeship Programme.
- h) Plan and organise an optional structured training schedule relevant to the Apprenticeship Programme.
- i) Register the Apprentice with the Awarding Body.
- j) Produce all documentation required for completion of the Apprenticeship Award and apply for completion certificates.
- k) Liaise with and access funding from the SFA and manage and collate all documentation for SFA purposes.

- l) Arrange and manage all Awarding Body external verifier visits and any other awarding body communication which may arise.

4. Employer Contribution Invoicing and Payments

- 4.1 Funding for the apprenticeship programme is fully funded when an apprentice is 16-18. Apprentices who at the start of the apprenticeship are aged 19 or above, receive 50% funding. Employer contribution will be £85pcm for a period of 12 months. Payments will be invoiced monthly. The amount is inclusive of VAT.
- 4.2 Functional skills sessions including individual support programme is included in the training provided to each apprentice. In instances where we are unable to run the programme effectively due to lack of work completed by the apprentice. Failing of an apprentice to complete work set to them by their tutor, or failure to attend agreed training sessions. A charge of £350 will be charged to the employer. This is applicable when as a result of the above an additional Functional Skills programme has to be organised for an apprentice.

5. Safe Guarding Statement and Obligations

- 5.1 Creative Alliance is committed to safeguarding and promoting the welfare of all our learners. We believe all people achieve their full potential when learning in a safe, secure and non-threatening atmosphere that supports learners' creativity, imagination and risk taking. We expect all our staff, associates, employers and partners to share this commitment.
- 5.2 when working with partners, Creative Alliance requires, by law that employers and partners organisations consider the safety of young people and vulnerable adults who are working with them. We therefore need you to undertake, with any apprentices who are under 18 or who may be classes as vulnerable adults to consider and be aware of:
 - Travel arrangements to and from work: issues the employer should be aware of?
 - Medical issues affecting particular apprentices: are they any?
 - Health and safety guidelines and procedures: apprentice aware of health and safety issues?
 - CRB checks: have CRB certificates on file for employees who will be working with the young person / vulnerable adult?
 - Insurance: do you have adequate employers' liability and public liability insurances in place?
 - Data protection: are the apprentices personal details securely recorded and stored?
 - Reporting process: do they know who to report concerns to?

Through reviewing this checklist and providing evidence, where appropriate, that you have done this, you are complying with your obligation to undertake a risk assessment with regards to the apprentice's safety.

6. Disclaimer

- 6.1 It is agreed that the Training Provider shall not be liable for any loss caused to the Employer by the Apprentice arising from or relating to his Apprenticeship Agreement or Employment Contract with the Employer.
- 6.2 Provided that the Training Provider performs its obligations in clause 3 above, the

Training Provider shall have no liability for any claims loss or damage consequent upon all Legal Rights of the Apprentice arising from or relating to the employment contract between the Employer and the Apprentice, which said claims loss or damage are the sole responsibility of the Employer.

- 6.3 The Training Provider is merely the introducer of the Apprentice to the Employer and, subject to performance of the Training Provider obligations at clause 3 above, does not in any way guarantee the quality of the Apprentice's work, honesty or capacity to perform under the contract of employment. The Training Provider is therefore not liable in any way for said quality honesty or performance or for breaches of contract by the Apprentice during the course of employment.

- 6.4 The Training Provider shall similarly not be liable in any way for the refusal of the Apprenticeship Award by the Awarding Body at the end of the Term.

Date: 23 December 2015

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Signed for and on behalf of the Employer

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Date

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Signed for and on behalf of The Training Provider

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Date