

## Sample Service Level Agreement

This document forms the basis of a Service Level Agreement between (The Provider) and (the Employer) as detailed above. This Service Level Agreement sets out the regulatory requirements for employers to access and participate in Apprenticeship programmes which are fully or part funded by the Government.

- This programme will be delivered by The Provider as the sole provider, and does not involve any form of subcontracting arrangements.
- The Employer agrees to provide opportunities for the employee to complete the Apprenticeship programme which will include a combination of planned on and off the job learning opportunities, assessments and tests and planned visits to the work place by The Provider's tutor.
- The employee will be interviewed by a member of the provider's team and will be provided with Information Advice and Guidance and initial assessment in preparation for induction to their Apprenticeship programme. The employee will also complete a Skills Scan which reflects the requirements of the Apprenticeship in relation to their job role.
- A 'Learning Agreement' will be agreed with the employee and signed by the employer and a copy stored in the electronic data system.
- The employer will continue to pay wages or salaries during learning and assessment activities including tests.
- The employer will be provided with opportunities to assist in the monitoring and assessment of on-the-job and off-the-job activities as agreed between The Provider and the employer.

### 1. THE SERVICE LEVEL AGREEMENT

- In the event of the employee being required to undertake significant off-the-job learning activities, prior agreement will be sought from the employer or their representative.
- The employee will be allowed time to evidence their work-based competencies and knowledge and meet with The Provider's Tutor as agreed with the employee and employer.
- The employer is required to maintain a record of absence concerning the employee. The Provider will be kept informed of any prolonged unauthorised absence.
- If required the employer will be given feedback after each Tutor visit. However the employer will be invited to take part in the 12 week Formal Reviews of the employee's progress.
- The Apprenticeship programmes require apprentices to take a number of formal tests in 'test conditions', therefore it is expected that employers will allow employees to be released for a minimum of 5 days over the duration of a 12 month programme.

- In accordance with the Skills Funding Agency government funded requirements, employers must not withhold wages or salaries for their apprentices at any time during delivery of the work based Apprenticeship programme or when the apprentice has time out of the workplace to sit tests and examinations.
- The employer will be notified in advance of the dates and times of tests and examinations for apprentices.
- Duration of Apprenticeship programmes are as follows: Intermediate Apprenticeship for a minimum of 12 months and Advanced Apprenticeships for approximately 18 months.

## 2. APPRENTICESHIP RECRUITMENT

If you have acquired the services of The Provider to recruit an apprentice for your organisation the following conditions apply:

- Apprentices recruited through the NAS 'Apprenticeship Vacancies' will be recruited for the employer free of charge for apprentices aged 16 – 24;
- The Provider will be the sole provider to deliver the full apprenticeship programme to your apprentice at the intermediate and where applicable the advanced apprenticeship level;
- Any concerns or feedback regarding your apprentice should be addressed to the Apprenticeship Recruitment Manager

## 3. HEALTH AND SAFETY

The employer will comply with all relevant Health and Safety legislation and take the necessary steps for securing the Health, Safety and welfare of the employee and sign relevant Health and Safety documentation, which ensures full compliance with the requirements of the Government funded Apprenticeship programme in order to safeguard apprentices.

A member of the Learner Employer Advisory Team in partnership with the employer will carry out a review of Health and Safety procedures in the workplace.

## 4. SAFEGUARDING

## 5. CONTRACT OF EMPLOYMENT

Employers are required to issue a Contract of Employment (a written statement of employment particulars) setting out the main terms of employment within two months of an employee starting work. The statement must include:

- Pay
- Hours of work
- Holiday entitlement

- Sick pay arrangements
- Notice periods
- Information about disciplinary and grievance procedures

## 6. APPRENTICESHIP AGREEMENT

The requirement for an Apprenticeship Agreement between an employer and an apprentice, under the ASCL Act 2009 sections 32-36 came into force on 6th April 2012. An Apprenticeship Agreement is required at the commencement of the apprenticeship for all new apprentices.

The Apprenticeship Agreement must state that the apprentice will be undertaking an Apprenticeship in a particular skill, trade or occupation. The apprentice must be employed for a minimum of 30 hours per week.

The Apprenticeship Agreement can be in the form of a written statement of particulars under the Employment Rights Act 1996; or a document in writing in the form of a Contract of Employment or a letter of engagement when the employer's duty under the 1996 Act is treated as met.

Existing and new Contracts of Employment between the apprentice and the employer which meet the Employment Rights 1996 Act will also meet the Apprenticeship Agreement requirements provided they include a statement (which may be an annex) setting out the skill, trade or occupation linked to a relevant recognised English Framework, issued by the appropriate Issuing Authority for which the apprentice is being trained and is explicit.

## 7. NATIONAL MINIMUM WAGE

Employers are required to ensure that they adhere to the requirements of the Minimum National Wage where applicable.

## 8. EMPLOYER LIABILITY INSURANCE

The employer will ensure that the employee is covered by the Employer's Liability Insurance. Any accidents or incidents concerning the employee will be reported to The Provider immediately.

The employer will provide information regarding the Employer Liability Policy Number; Expiry Date and Date of Next Risk Assessment.

## 9. EQUALITY

The Provider is committed to promoting equality and celebrating diversity. The aim is to create an environment in which people treat each other with mutual respect.

Any issues of discriminatory treatment of the employee including bullying or harassment must be reported to The Provider.

## 10. DELIVERY OF THE APPRENTICESHIP PROGRAMME

The Provider will deliver an Intermediate or Advanced Apprenticeship programme to the above mentioned employer's staff in accordance with designated Apprenticeship Framework, Government funding and National Awarding Body requirements.

Expected Length of programme detailed

## 11. ROLES AND RESPONSIBILITIES

The Provider will provide competent and qualified tutors to deliver the work based apprenticeship programme and supply appropriate materials and learning resources to support the delivery of Apprenticeships.

Learning opportunities linked to the apprenticeship programme will be made available to the employee whether in the form of a workbooks, webinars, on-line activities or session workshops.

All employees engaged in the Apprenticeship programmes will be visited by the provider. This visit will provide Information, Advice and Guidance in order to complete an initial assessment, to identify the appropriate apprenticeship programme

A nominated tutor will be assigned to the employee and will visit the workplace to provide feedback to the employee on initial assessment and deliver the Induction programme. Learning and assessment activities will be accessible to the employee and employer.

It is anticipated that the tutor will visit the workplace on a monthly basis to deliver the apprenticeship programme. A more formal progress review will be conducted every 12 weeks and the line manager/employer will be provided with the opportunity to attend this quarterly review of progress.

The tutor will work with the employee to devise a Personal Learning Plan (PLP). A variety of learning activities and assessment methods will be included in the PLP which will be agreed and personal to the employee. Wherever possible learning activities and assessment will be carried out with the minimum of disruption to the employer's workplace. The tutor will work closely with management to facilitate this approach and plan visits and tutorials in accordance with the needs of the business.

When visiting the workplace, all The Provider's staff will familiarise themselves with and adhere to the employer's Health and Safety policies.

The Provider will be responsible for managing all aspects of delivery and for maintaining quality of the Apprenticeship Programme in line with this Service Level Agreement.

The Provider will, if required, be responsible for managing the local marketing of the Apprenticeship programme together with the employer and for maintaining local relationships. Marketing may include briefings, events, and promotion of the qualifications via leaflets, posters and similar materials.

## 12. PERFORMANCE AND QUALITY MONITORING

This Service Level Agreement will formally be monitored on *agree timescales and reporting mechanisms*.

Employee data and feedback will be reviewed on a quarterly basis by The Provider and any anomalies or concerns will be reported to the employer.

In the event of a tutor expressing any concerns regarding progress, the nature of their concerns will be passed on to the employer for discussion.

The Provider recognises that all employees' work remains the property of the employee and as such every effort will be taken to ensure full confidentiality.

The Provider will report non-attendance of employees to the appropriate employer representative.

Where an employer is not satisfied with progress or has any concerns about delivery they should report their concerns to The Provider's Key Contact who will investigate the employer's concern and feedback the outcome of their investigation. Actions will be agreed with the employer to address the concerns.

In the event of an employer not being satisfied with the outcome they will be invited to make a formal complaint in accordance with The Provider's Complaint Procedure. All formal Complaints will be dealt with by xxxxxxxxxx and a formal meeting arranged to address the issues in order to ensure employee and employer satisfaction.

Employer contribution rates apply for the following age range:

16-18 years – Attracts full government funding with no employer contribution

19-24 years – Level 2 - £ Level 3 - £

25+ – Level 2 - £ Level 3 - £