Terms and Conditions and Employer & Learning Agreement

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Working together for our children

Terms and Conditions and Employer & Learning Agreement

Commitment Statement and Agreement between 'The Apprentice', 'The Employer' and 'Parenta'.

This document is the Agreement between Parenta Training Ltd ("Parenta"), the Apprentice as detailed in Section A of this document and the Employer as detailed in Section B whose Ofsted Registration number is detailed in Part 2 of this document.

The Employer and Apprentice acknowledge that they are between them applying for a Government funded apprenticeship which is governed by the Education and Skills Funding Agency (herein referred to as ESFA, and by OFSTED. In commencing the course, the Employer and the Apprentice unconditionally confirm that Parenta will apply for funding on their behalf, and **that they will comply with the funding conditions laid out below**. All three parties also confirm that they agree to the Commitment Statement at the end of this document.

The Apprentice

As the apprentice you confirm/commit that:

1. You have received information and advice. You have **personally** completed the initial assessments and diagnostic exercises and have discussed your options with Parenta to help make the right course choices for your apprenticeship.
2. You completed the initial assessment for both English and Maths independently and without assistance. You understand that receiving support during the initial assessment is prohibited and may jeopardise your place on the apprenticeship and your ability to gain access to funding.
3. You understand you will be given a learning plan for your qualification which includes details of the courses that will make up the apprenticeship. You understand that you will not achieve your apprenticeship unless you complete all the required qualification elements.
4. You are not currently receiving government funding for any other course.
5. You are aware you will have a tutor for this course. You have agreed how much time you will spend on this learning with your tutor and you have agreed when you expect to finish the course. **You agree that you will keep in regular contact with your tutor at least every 2 weeks and you will record your progress on this course with your tutor at progress reviews. You also agree that you will access your e-portfolio at least every 2 weeks to accept plans and feedback, and have full access to an internet enabled device (laptop or tablet, not a phone) to access online teaching and learning sessions with your tutor.**
6. You understand that if you are not able to continue learning for a period of time, you will tell your tutor in advance. If you cannot tell Parenta in advance, you will do so as soon as possible, and without failure within 2 days.
7. You have been asked by Parenta if you need additional support for this course, for example if you have any physical or learning needs. We have agreed any necessary arrangements and these have been recorded on your individual learning plan.
8. You confirm that from your start date, you are settled in the UK and have been resident in the UK for 3 years prior to this and the main purpose for that residence was not to receive full-time education during the 3 year period, OR you have provided the necessary proof/statement of your eligibility for funded learning, and the details of this evidence are noted in your application.

9. You confirm you are aged 16 or over and have legally left school.
10. You understand that you are receiving government funding from the Education and Skills Funding Agency (ESFA) and you agree to the processing of your personal data by the ESFA.
11. You understand that this apprenticeship is part funded by the European Union through the European Social Fund (ESF), and that funding may be at risk (i.e. withdrawn) if you fall behind on your course.
12. You promise you will obey the health and safety instructions given to you by your employer and the advice about safe working practice from Parenta.
13. You confirm all the information provided by you throughout this document is to the best of your knowledge complete, correct and true. **You understand that if you have intentionally provided information to mislead, Parenta reserves the right to claim from you additional fees to cover costs.**
14. You understand that if you fail to provide complete, true and correct information in this agreement it may affect your ability to access further funding and **any funding claimed on your behalf could be reclaimed from you.**
15. You confirm you will observe the employer's terms and conditions of employment and the Apprenticeship Agreement, and agree to:
    - **Comply with the course duration, attend all booked appointments with your tutor, whether physical, online or on the phone, and ensure you do everything necessary to ensure you progress through your course in a timely manner and complete your course by the agreed completion date.** Your attention is drawn to point 5 where you confirm you have access to an internet enabled device for sessions with your tutor.
    - Be diligent and punctual at all times. This includes attendance at appointments with your tutors, whether physical, online, or via phone.
    - Be respectful of colleagues, employers, tutors and workplace policies.
    - You will attend a minimum of 15 hours per month for teaching and learning sessions. You further agree that if your tutors believe that you need additional tuition, you will attend such additional tuition as needed.
    - You acknowledge there will be normally be three face to face visits with your tutors to conduct direct observations of your practice.
    - Attend courses, keep records, undertake assessments and take part in and contribute to the review process.
    - Negotiate achievable learning targets and milestones in conjunction with assessors, tutors, your employer, and to undertake to achieve these objectives and outcomes within the agreed timescale.
    - Keep your employer informed of progress towards these objectives.
    - Notify your employer and the provider as soon as possible, of non-attendance at either scheduled training sessions, reviews or other planned meetings.
    - Inform the employer and the provider of any health issues which may affect your learning.
    - Notify the employer and the provider of any change of circumstances.
    - Behave in a safe and responsible manner, in accordance with the requirements of the Health and Safety Legislation at all times.

Parenta's Agreement

As the prime funder and training provider we confirm/commit that:

1. We will agree a plan for the apprenticeship delivery including financial value that will include End Point Assessment.
2. We will support employers to negotiate with the assessment organisations to secure value for money, especially where the 20% expected maximum of the funding band by the ESFA is exceeded.
3. We will provide appropriate training and support for the employer that is value for money, to ensure the apprenticeship programme can be achieved.
4. We will ensure, where a delivery subcontractor is used to complement delivery, that they meet one of the three criteria as stated in the Apprentice Funding and Performance Management Rules.
5. We will ensure the checking of the eligibility of the apprentice and provide evidence of their eligibility.
6. We will ensure that the Individual Learning Record (ILR) contains the:
    - Entire duration of the apprenticeship for both training and end-point assessment.
    - Agreed prices for training and assessment.
    - Total cash value of employer contributions received.
7. We will carry out thorough assessments that meet the criteria for those apprentices requiring learning support.
8. We will ensure evidence is provided for employers who are eligible for waivered employer contribution.
9. We will ensure that employer contribution payments are collected, evidenced and recorded on the apprentice's Individual Learning Record (ILR).
10. We apply for incentives on your behalf, and will forward them to you within 30 days of receipt from the ESFA. However, we cannot be held accountable should these not be allocated for any reason.
11. We will monitor the quality assurance of the delivery by any training provider/delivery subcontractor through regular meetings, audits and observations of teaching, learning and assessment.
12. We will be responsible for resolving any issues or disputes between the employer, main provider, any delivery subcontractors and assessment organisations, but not disputes between the employer and the learner.
13. We will ensure that all current funding rules are not breached to avoid recovery of all or part of the government funding.
14. We conduct Initial Advice and Guidance with the apprentice and clearly define expectations for the course, and will make this information available to the employer.
15. We will promptly notify the employer if the apprentice starts to fall behind with their work, or is struggling to maintain the level required to complete the course.
16. We will provide regular reports of each apprentice's progress, measured against the expectations of the apprentice journey.
17. We will provide an appropriate individual learning plan for the apprentice, in consultation with the employer, to meet the needs of the employer, whilst keeping in line with the agreed criteria for apprenticeships.
18. We will ensure that the training meets the requirements set out in the Contract between the main provider, any delivery subcontractor and the employer.
19. We will appoint suitably qualified tutors to undertake training of the apprentice, provide support and guidance throughout their training and provide an apprentice handbook and induction materials, including access to key policies and procedures.
20. We will advise the apprentice and employer of contact details of their nominated tutor and support staff responsible for the relevant training programme.
21. We will at all times comply and abide by the ESFA Funding Rules and requirements.

These main responsibilities are taken from the current ESFA 'Apprenticeship funding rules for training providers' where further more detailed responsibilities are clearly outlined for compliance with government funding.

The Employer

As the employer you confirm/commit that:

1. You agree to pay the employer contribution of 5% of the course value. You understand that the remaining 95% is funded by the Government, and that this funding will be at risk if the learner falls behind on their course.
2. You agree to allow Parenta staff to enter your premises as required to complete apprentice assessments, teaching and learning sessions and reviews. You further agree that such attendance will not be restricted for any reason and accept that Parenta will charge for any planned visits which are aborted. You agree to allow Parenta staff to use your WiFi facilities, and to use their laptops and Dictaphones within your setting without restriction. **You also agree to allow your apprentice to access online and remote delivery sessions during working hours as needed. You further agree to allow your apprentice to access WiFI and internet enabled devices as needed to complete Teaching and Learning sessions.**
3. You agree to support the apprentice in achieving Maths, English and **allow the apprentice time out-of-ratio to complete functional skills exams and teaching and learning sessions as needed.**
4. **You agree to participate in apprentice reviews** or will make the apprentice's mentor available for these.
5. **You will make apprentices available for pre-arranged appointments with tutors** and agree to pay the cancellation fee* (currently £100) if a pre-arranged appointment is cancelled with less than 48 hours' notice. You agree to release apprentices for a minimum of 15 hours per month for Teaching and Learning sessions. This time will be included in the Off the Job training defined in paragraph 22.
6. **You agree to provide additional support and motivation to the apprentice and undertake to assist the apprentice in any way practical.**
7. You agree to pay a £300 early termination fee* should the apprentice withdraw from the programme before completing all required elements.
8. Should the apprentice go beyond their expected/planned end date, you will be liable for the cost of the additional tutoring required. The cost of this will be £100 per session.

   *NOTE: Fees are only applicable where apprentices are aged 19 and over

9. You confirm the apprentice is undertaking a new job role OR if in an existing job role, that the individual requires significant new knowledge and skills and that an apprenticeship is the most appropriate learning programme for them.
10. You confirm that the apprentice will be employed to work at least 30 hours per week on average for the duration of the apprenticeship. Where this is less than 30 hours per week but more than 16 hours, you will provide a verbal statement to the training advisor who will document this confirming circumstances/reasons and acknowledging that the duration of the apprenticeship will change accordingly. If the learner is 16-17 years of age, their weekly hours must not exceed 40.
11. You confirm the apprentice has a contract of service which complies with current legislation.
12. You will undertake health and safety, legal and contractual responsibilities for the apprentice.
13. You follow an equal opportunities policy which meets all legal requirements.
14. You understand that Parenta store the information provided by the apprentice and employer on computer file to assist with record keeping and may pass it on to third parties such as funding bodies, Ofsted, referral agencies and employers.
15. You employ and pay the apprentice in accordance with agreed employment terms and conditions and taking into account relevant legislation regarding minimum pay levels and terms and conditions appropriate to their role.

16. You provide the apprentice with an Apprenticeship Agreement which forms part of the individual employment arrangements between the apprentice and the employer, such as the apprenticeship agreement template. This can be a written statement of particulars under the Employment Rights Act 1996, a contract of employment or a letter of engagement, where the employer's duty under the 1996 Act is treated as met.
17. You confirm the apprentice will be an employee on the first day of their apprenticeship and will be paid a lawful wage for the time they are in work and in off-the-job training. The apprenticeship minimum wage can only be paid from the start of the apprenticeship programme and not before.
18. You confirm the apprentice's job is genuine with an accompanying skills development programme to gain the knowledge, skills and behaviours they need for their immediate job and future career. You are aware this will be developed through a wide range of learning in the workplace, formal planned off-the-job training and the opportunity to practice new skills in a real work environment.
19. Your confirm that, from the start of the apprenticeship you will allow time for the apprentice to be able to complete the apprenticeship within their working hours, including English and Maths Evidence of this will be recorded and retained for funding purposes.
20. **You confirm that you understand that you will undertake a minimum of 6 hours off-the-job training if you are a full-time apprentice (working at least 30 hours per week).** This will be agreed with Parenta and evidence will be recorded for Ofsted and the ESFA. English, Maths are not included in this and where an apprentice may need more off-the-job training this will be agreed between the apprentice, employer and provider. Off-the-job training must be relevant to the apprenticeship and not solely for the purpose of enabling the apprentice to perform the work for which they have been employed. All off-the-job training must take place during paid hours. Apprentices may choose to spend time on training outside their paid hours, but this must not be required to complete the apprenticeship.
21. You understand that when the apprenticeship is achieved the apprentice should remain with you as an employee where a job opportunity continues to exist and where the apprentice wishes to remain. Where this is not possible, the apprentice must be supported by you, with the support of Parenta to seek alternative opportunities.
22. You acknowledge that Parenta will pay for the costs of mandatory examinations and End Point Assessment needed for the qualification, however any re-sits will be at your cost.
23. You understand that the apprentice must be employed until the end-point assessment (where applicable) is completed. If you withdraw the learner from the course before they complete their End Point Assessment, you will be liable to pay a fee of £500 to Parenta, to cover the loss of completion payments from the ESFA.
24. You agree you will fund additional training, optional modules, educational trips or trips to professional events not specified in the Apprenticeship Standard or to meet the knowledge, skills and behaviours of the Apprenticeship Standard.
25. You understand that the apprentice must not be asked to contribute financially to the direct costs of training, the programme or end-point assessment. This includes both, where the individual has completed the programme successfully or left the programme early. Direct costs include any co-investment or additional training and assessment costs above the funding band that the employer has paid directly to the training provider where this is part of the agreed apprenticeship.
26. You will pay the difference in costs for end-point assessment for Apprenticeship Standards, where these exceed the 20% of the funding band maximum.
27. You confirm that you will provide appropriate supervision to support, encourage and monitor the apprentice in the workplace, including:
    - Nominating a mentor and deputy to ensure continuity of supervision of the apprentice.
    - Fulfil responsibilities for the Safeguarding of the apprentice in accordance with relevant legislation.
28. You confirm that you will ensure that all current funding rules will be adhered to, to avoid recovery of all or part of the government funding.

These main responsibilities are taken from the current ESFA 'Apprenticeship funding rules for training providers' where further more detailed responsibilities are clearly outlined for compliance with government funding.

Parenta Learning Guarantee Terms and Conditions

Learner

We guarantee that you will be qualified within 12 months + 3 months for End Point Assessment (for Level 2 EYP) or 15 months + 3 months End Point Assessment (for Level 3 EYE) if you adhere to the following:

1. You agree that you will keep in regular contact with your tutor at least every 2 weeks and you will record your progress on this course with your tutor at progress reviews.
2. You agree that you will access your e-portfolio at least every 2 weeks to accept plans and feedback and have full access to an internet-enabled device (laptop or tablet, not a phone) to access online teaching and learning sessions with your tutor.
3. You will show evidence of learning at least every 4 weeks.
4. Attend a minimum of 15 hours per month for scheduled teaching and learning sessions. You further agree that if your tutors believe that you need additional tuition, for example for English and maths functional skills, you will attend such additional tuition as needed.
5. Attend each 8-10 week review with your manager and tutor.
6. Complete a minimum of 6 hours a week Off-The-Job Training and record it correctly in your portfolio.
7. You obey the health and safety instructions given to you by your employer and the advice about safe working practices from Parenta.
8. You confirm you will observe the employer's terms and conditions of employment and the Apprenticeship Agreement, and agree to:
   • Comply with the course duration, attend all booked appointments with your tutor, whether physical, online or on the phone and ensure you do everything necessary to ensure you progress through your course on time and complete your course by the agreed completion date.
9. You acknowledge there will normally be three face-to-face visits with your tutors to conduct direct observations of your practice.
10. Attend courses, keep records, undertake assessments and take part in and contribute to the review process.
11. Negotiate achievable learning targets and milestones in conjunction with assessors, tutors, and your employer, and undertake to achieve these objectives and outcomes within the agreed timescale.
12. Keep your employer informed of progress towards these objectives.
13. Notify your employer and the provider as soon as possible, of non-attendance at either scheduled training sessions, reviews or other planned meetings.
14. Inform the employer and the provider of any health issues which may affect your learning.
15. Notify the employer and the provider of any change of circumstances.
16. Behave safely and responsibly, under the requirements of the Health and Safety Legislation at all times.

Employer

We guarantee that you will have a qualified staff member within 12 months + 3 months mandatory End Point Assessment (for Level 2 EYP) or 15 months + 3 months mandatory End Point Assessment (for Level 3 EYE) if you adhere to the following:

1. You employ the Apprentice for at least 30 hours per week.
2. You agree on a relevant Individual Learning Plan with the Apprentice and with Parenta. This learning plan will set out how the named standard will be met, specifically; how the requirements for on-the-job and off-the-job training will be met and how you will provide opportunities to learn and practise the skills demanded of the named standard.
3. Provide access for the Apprentice to a mentor acting independently of the Employer.
4. Specify how the provision of supervision and mentoring support will be met.
5. Support the Apprentice by participating in the Apprentice review process and enabling full access to Wi-Fi and internet-enabled devices.
6. Ensure the Apprentice has time for learning and study, agreed with Parenta and that the Apprentice is made available at the agreed times.
7. You undertake legal and contractual responsibilities for Employability, Safeguarding, Equality and Diversity, Health and Safety and allow full access to Parenta's staff to carry out a Health and Safety assessment within the Apprentice's place of work.
8. You will release the apprentice from their normal duties to attend any training elements or sessions of the apprenticeship as per the training schedule including maths and English and End Point Assessment. This is mandatory.
9. You ensure that a minimum of 6 hours per week of their apprenticeship contracted hours is spent on Off-the-Job training towards their on-programme learning (this excludes extra tuition for English and maths).
10. You attend progress reviews and have continued involvement in the apprentices' training including accessing the apprentice's e-portfolio.
11. Provision of appropriate IT equipment will be provided as part of the apprentice's employment.
12. Important: As the apprentice's employer, you are liable for any resit costs during the End Point Assessment, payable to the End Point Assessment Organisation.
13. As of 1st April 2024, the Level 3 EYE apprenticeship does not include a separate diploma; the Apprenticeship Certificate which must be gained to pass the apprenticeship is the proof of qualification.

Parenta as the Prime Funder

The prime funder holds a contract with the ESFA, which directly funds apprenticeships from an employer's apprenticeship service account or government-employer co-investment. The prime funder has overall responsibility for the training and on-programme assessment conducted by themselves and their delivery subcontractors, and has a contractual relationship on behalf of the employer for the end-point assessment conducted by an end-point assessment organisation. **You note and accept that Parenta has the obligation to report multiple data, including but not exclusively, about the apprentice's learning journey, progress, Off the job hours, timely completion and the employers commitment to these items to both the ESFA and Ofsted.**

Working together

The Employer and the Apprentice agree to work together with Parenta's representatives to ensure that the apprentice has the best chance to achieve. In so doing, each parties' roles and responsibilities should be read carefully in this Commitment Statement with further recourse to the appropriate, identified Funding Rules.

Resolving problems between the Employer and Main Provider

(including delivery sub-contractor if aplicable)

Signatures confirm that you agree with the content of the Learning Agreement and Commitment Statement and further references to the appropriate and up-to-date ESFA Funding Rules and requirements.

The Complaints and Appeals procedure are available in the learner handbook and from: https://www.parenta.com/policies/

APPRENTICE DECLARATION & APPRENTICESHIP T&Cs FOR LEARNING

1. I understand that Parenta will validate my name, address and other personal information supplied by me throughout the sign-up process.
2. I understand that all details recorded in my Apprentice Information Record will be held in accordance with the Privacy Statement.
3. I acknowledge and understand that I will receive login details for my online portfolio (Onefile). On receiving these I must logon on within 24hours to access and begin my first assessment plan
4. I agree that Parenta can access my personal learning records held by the UK Learning Records Service to confirm any previously completed qualifications.
5. I give permission for my learning records to be assessed if needed by Parenta. I understand that I will need to provide evidence for exemptions* within 4 weeks of my start date.

*these are previous qualifications you have completed that could make you exempt from units or Functional Skills.

Apprenticeship Terms and Conditions for Learning:

I, the apprentice, agree that:

1. I have read and agree with all points listed on my Apprenticeship Agreement.
2. I will ensure that I commit the necessary time to attend learning and assessment sessions.
3. I will maintain regular contact with my tutor.
4. I will log onto my e-portfolio at least every 2 weeks and to come to all sessions fully prepared.

In line with the ESFA 'Apprenticeship funding and performance-management rules for training providers' the employer and prime funder must ensure there is a fully compliant Commitment Statement in place for the entire length of the apprenticeship and that his is fully completed, signed and distributed to the following three parties: prime funder, employer and the apprentice. For those apprentices starting an apprenticeship when aged between 15 and 17 years old (until their 18th birthday) the Commitment Statement must be signed by a parent or legal guardian.

(signature)

Working together for our children

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