



## CONNECTED LEARNING Apprenticeship Guidance

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## 1. **What is an Apprenticeship?**

An Apprenticeship is a job that includes gaining recognised qualifications and essential skills working with experienced colleagues, whilst working and earning a wage.

Apprentices must be over 16 and not in full time education.

An apprenticeship qualification is usually gained within 1 to 4 years, depending on the individual's abilities, the qualification framework undertaken and the nature of the role.

## 2. **Training Providers & Funding**

An Apprenticeship is a tripartite relationship between an employer, a training provider and the Apprentice – although in some case the employer may also be an accredited training provider.

The Apprentice may apply through a national or local scheme may approach a training provider for an Apprenticeship or may apply for an advertised Apprenticeship post. In any case the three parties will work together to arrange the apprenticeship programme.

The link below provides details of training providers in your area.

<http://findatrainingorganisation.nas.apprenticeships.org.uk/>.

There should normally be a written agreement between the employer and the training provider setting out the responsibilities and duties of each partner, including measures and deadlines that will be followed follow.

Funding is available from the National Apprenticeship Service (part of the Skills Funding Agency) for the qualification undertaken by the apprentice. This will normally be applied for and provided to the training provider.

Funding is not provided to cover employment costs and employers must be mindful of their responsibilities for these, including paying for release time for the Apprentice to undertake their formal learning.

## 3. **Apprenticeship Agreements, status and Terms & Conditions**

Under the Apprenticeships, Skills Children and Learning Act 2009, Apprentices must be engaged under what is called an Apprentice Agreement. This is similar to, but different from a normal Apprentice Employment contract. The latter should not be used.

In either case however, Apprentices are employees and are entitled to all general employment terms and conditions as set out below.

#### **4. Apprentice Agreements**

The requirements for and of an Apprentice Agreement are set out in the aforementioned Act.

This prescribes certain information which must be in writing - this includes all the normal requirements of contract of employment but also additional requirements such as a statement of the skill, trade or occupation for which the apprentice is being trained. An apprenticeship Agreement and further particulars are available from the HR area of the EES for Schools website under the Recruitment section.

A model Apprentice Agreement is available and details of the contractual terms and conditions are set out below.

Apprentice Agreements are subject to normal employment law provisions.

#### **5. Apprentice Contract (not to be used)**

An Apprentice Contract has a specific meaning in law and entitles the Apprentice to additional rights. It is very difficult to terminate an Apprentice Contract before its stated end date – they cannot be made redundant or be subject to probation and the threshold for a fair dismissal in misconduct cases is considerably higher than under other contracts. They may also receive higher levels of compensation if unfairly dismissed.

#### **6. Status**

An Apprentice Agreement is by its very nature a limited time Agreement. It is an Agreement for work and training which ends when the training is complete and usually the qualification achieved. Because the Apprentice is an employee and the Agreement a contract of services, the end of the contract is a dismissal in law for “some other substantial reason”. If the contract is ending on the stated date at the end of the training programme, there is no requirement to provide notice as this has already been given in the Agreement. It is of course best practice to remind the Apprentice that the Agreement will end if no contract of employment is available at the end (see next paragraph).

There is no obligation to offer the Apprentice a permanent job at the end of the Apprenticeship Agreement but it is open to the employer to do so and clearly the purpose of Apprentices is to train individuals for full employment. It is not good practice to engage a series of different Apprentices to a permanent post in your staffing structure.

Employers must make it clear from the outset whether or not it is their intention to make the position permanent at the end to the Agreement, subject to the successful completion of the training/qualification.

## **7. Terms and Conditions**

Apprentices should be employed on the terms and conditions which normally apply for the role they are undertaking. Any specific terms are set out below.

## **8. Rate of Pay**

The national minimum wage for apprentices as at 1 April 2016 is £3.30 per hour. The rates are usually updated every October. This rate applies to apprentices aged 16 to 18 and those aged 19 who are in their first year of Apprenticeship. Apprentices aged 19 in their second or subsequent year and those aged 20 and over are entitled to the National Minimum Wage for their age.

For the up to date rates, visit <https://www.gov.uk/national-minimum-wage-rates>.

## **9. Working Hours**

Apprentices should be engaged for at least 30 hours per week, except in the minority of circumstances where the apprentice cannot complete the full 30 hours. In these cases, employment must be for more than 16 hours per week. Working hours and flexibility around lunch and other breaks should be agreed locally between the apprentice and the line manager. Apprentices should be released for their formal training within these contracted hours,

The general expectation is that Apprentices are employed all year round, but the nature of work in schools precludes this in most cases. There is limited national or governmental guidance on this issue and we believe it is acceptable to offer Apprentice Agreements on a term time only basis (plus holiday pay see 2.2.3).

## **10. Annual Leave**

Apprentices are entitled to the normal conditions of the post in respect of annual leave – usually Local Government Terms. Annual leave should be pro-rated in the same way as for other staff according to hour and weeks worked.

## **11. Sick Pay, Maternity Pay etc**

Apprentices are entitled to the normal conditions of the post in respect of sickness, maternity and other leave entitlements subject to certain pay and length of service criteria. Apprentices will not receive Statutory Pay (eg Sick Pay (SSP), Statutory Maternity Pay (SMP)) if their earnings are below the lower earnings limit. The apprentice is responsible for notifying their line manager and training provider in accordance with the schools policies on such matters.

## **12. Probation**

The probationary period will be 6 weeks.

## **Further contact**

<https://www.gov.uk/topic/further-education-skills/apprenticeships>