

# Roles and Responsibilities

## 1. The Employer

### Employment and Funding

- 1.1. To agree that this is the most appropriate learning programme for the Apprentice.
- 1.2. To provide, as far as is reasonably practical, the experience, facilities and training necessary to achieve the training objectives specified in the Commitment Statement without loss of wages.
- 1.3. To treat the Apprentice fairly and reasonably as with the rest of the workforce and not discriminate or act unfairly against apprentices.
- 1.4. By taking on this Apprentice, confirm that the Apprentice receives a wage in line with national minimum wage requirements and the apprenticeship rate was not used prior to a valid apprenticeship agreement being in place.
- 1.5. To have a contract of service with the Apprentice which is long enough to complete the apprenticeship successfully (including End Point Assessment).
- 1.6. To confirm that the Apprentice will spend at least 50% of their working hours in England over the duration of the apprenticeship, including time spent on off-the-job training.
- 1.7. To adhere the funding rules and any subsequent addendums provided by the Education and Skills Funding Agency (ESFA); to satisfy the ESFA's requirement that the apprenticeship is a genuine job. There are further details available here. <https://www.gov.uk/guidance/apprenticeship-funding-rules#the-latest-rules-2020-to-2021>
- 1.8. To acknowledge your legal duty to provide the Apprentice with an Apprenticeship Agreement at the start of, and throughout, their apprenticeship. The Apprenticeship Agreement 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 1996 Act is treated as met.
- 1.9. To give reasonable access to the Funding Agency's staff, representatives of Government Office and Ofsted staff if necessary, upon the provision of reasonable notice and at times which are convenient to the Employer.

### Training and Assessment

- 1.10. To allow the Apprentice to undertake off-the-job training for at least 20% of their normal working hours. By normal working hours we mean paid working hours, excluding overtime.
- 1.11. To allow the Apprentice time to complete the apprenticeship within their working hours, including maths and English.
- 1.12. To ensure that the Apprentice has the opportunity in their job role to gain the knowledge, skills and behaviours needed to achieve the apprenticeship.
- 1.13. To contribute to and agree to the plan of training as developed by the Provider, including:
  - To deliver the off-the-job training (where agreed and detailed in the plan).
  - To provide the Apprentice with opportunities to practise new skills in the work environment.
  - To assist the Provider in collecting evidence of off-the-job training (where information is held by the Employer).
  - To ensure that satisfactory progress is maintained.
  - To agree any changes to the plan at review stages.
- 1.14. To allow the Apprentice to attend relevant training in accordance with the Commitment Statement and to give reasonable access to the Provider's staff in order to review the Apprentice's progress and carry out training and assessment.
- 1.15. To ensure that the Apprentice is given appropriate support and supervision to carry out their job role and that a mentor or manager will be available to contribute to the tripartite review process with the Apprentice and the Provider.
- 1.16. To seek to resolve any complaints brought about by the Apprentice/Provider.
- 1.17. To support the Apprentice through to the end of the apprenticeship programme as agreed in the Commitment Statement, (including the End Point Assessment if the apprenticeship is an apprenticeship standard).
- 1.18. To select an End Point Assessment Organisation within 3 months of the end of the programme.
- 1.19. If applicable, to agree with the Provider when the Apprentice on an apprenticeship standard has reached the gateway and is ready for the End Point Assessment. This can only be agreed when:
  - The gateway requirements as set out in the assessment plan have been satisfied.
  - The Apprentice has attained sufficient skills, knowledge, and behaviours.
  - The minimum duration has been met.
- 1.20. If applicable, to fund resits for mandatory qualifications or EPA required by the apprenticeship standard.

## 2. The Provider

- 2.1. Check the eligibility of the Apprentice, including:
  - The Apprentice has the right to work in England.
  - They spend 50% of their working time in England.
  - They are not undertaking another apprenticeship or will benefit from DFE funding during their apprenticeship programme (including student loans).
  - They have not been asked to financially contribute towards the apprenticeship.
- 2.2. Conduct the following checks with the Employer:
  - The Employer was offered (where appropriate) the option of the free Recruit and Apprentice Service.
  - The Employer has a contract of service with the Apprentice which is long enough to complete the apprenticeship successfully (including End Point Assessment).
  - The Employer is paying the Apprentice a lawful wage.
  - The Employer has agreed that the apprenticeship is the most appropriate learning programme for the individual.
  - The Employer acknowledges that the Apprentice requires at least 20% off-the-job-training over the duration of the training period.
  - The Employer will allow the Apprentice to complete their off-the-job training during working hours (including English and maths if required).
  - The Employer will give the Apprentice appropriate support and training.
- 2.3. Devise a plan of training, for agreement by all three parties, taking account of the following:
  - An initial assessment of the Learner's pre-existing knowledge, skills and behaviours, against those required to achieve the apprenticeship.
  - The Learner's current English and maths working level.
  - Any learning support needs.
  - The minimum off-the-job training requirement.
  - Any requirements for the training to be sub contracted (to be agreed with the Employer).
- 2.4. Negotiate a price with the Employer, including the following checks:
  - Additional payments/bursaries/small employer waiver.
  - Relevant prior learning (which would reduce the duration of the programme and the negotiated price).
  - That the Employer understands any obligations in relation to co-investment (where appropriate).
- 2.5. Manage/provide the off-the-job training as detailed in the plan of training:
  - Provide an induction programme to the (named) Apprentice (and the Employer if required) that explains the plan of training.
  - Provide appropriate learning materials to the Apprentice.
  - Report (named) Apprentice non-attendance at scheduled training sessions to the Employer.
  - Manage/oversee the delivery provided by any other party (sub-contractors) as detailed in the plan and in accordance with the funding rules.
  - Pass on apprenticeship funding to any subcontractors (as agreed with the Employer) and to the End Point Assessment organisation selected by the Employer.
  - Ensure the quality of delivery through regular observations of teaching and learning and Apprentice/Employer feedback.
  - Provide any certification as agreed with the Employer/Apprentice and/or required by the apprenticeship.
  - Lead the tripartite progress reviews with the Apprentice and the Employer.
  - Update the commitment statement in consultation with the Employer and the Apprentice as and when required.
  - Agree, with the Apprentice and Employer, when learning is complete, and the Apprentice is ready to undertake the End Point Assessment.
- 2.6. Administer the programme:
  - Complete any required paperwork (e.g. ILR) and upload date to the ESFA as required to trigger funding
  - Make efforts to secure alternative employment for the (named) Apprentice if made redundant by the Employer.
  - Seek to resolve any complaints brought by the Employer/Apprentice.
- 2.7. Under the ESFA Apprenticeship Scheme, the Provider is responsible for disciplinary action relating to Apprentice whilst involved in college activities.

### 3. The Apprentice

- 3.1. To work for the Employer to the best of their ability and in accordance with the Employer's terms and conditions, policies and procedures and to comply with the policies and procedures outlined in the commitment statement.
- 3.2. Give the main Provider relevant information to assist in the learners or programme eligibility checks.
- 3.3. Attend all required off-the-job training and workshops and to notify the Provider (Tel. 01603 773311– option 2); the Assessor via the email provided and the Employer if they are absent from college or will miss a scheduled Assessor visit, in advance if possible.
- 3.4. Commit to the learning activities required in each module, including any additional self-study and research (to take place during working hours).
- 3.5. Complete any coursework, assignments and exams required to achieve the apprenticeship.
- 3.6. Assist the main Provider in collecting evidence of off-the-job training (where information is held by the Apprentice).
- 3.7. Attend and contribute to the progress review meetings.
- 3.8. Agree with the Employer and main Provider, when learning is complete and that they are ready to undertake the End Point Assessment.
- 3.9. To satisfy all aspects of the Apprenticeship Programme (including maths and English), and the End Point Assessment of the Apprenticeship if it is an Apprenticeship Standard.
- 3.10. Bring any issues to the attention of the Employer/main Provider, including learning support/health issues that might affect the plan of training.
- 3.11. In both working and training, to be diligent and punctual and keep the Employer informed of progress towards those objectives.

### Resolving queries and complaints

Resolving queries and complaints between the employer and the apprentice	All issues between the Employer and the Apprentice will be addressed through the Employer's HR Department. Any further mediation will be conducted by the Training Provider.
Resolving queries and complaints between the Employer/Apprentice and the Training Provider	Any issues between the Employer/Apprentice and the Training Provider will be addressed through the Provider's complaints and appeals procedure. Please see Further Education Students section on the following link for the complaints procedure <a href="https://ccn.ac.uk/prospective-student-information">https://ccn.ac.uk/prospective-student-information</a> .
	For further concerns, complaints and enquires, apprentices and employers can contact: <a href="mailto:nationalhelpdesk@apprenticeships.gov.uk">nationalhelpdesk@apprenticeships.gov.uk</a> Telephone: 0800 015 0400