Term-time Clauses for Template Apprenticeship Services Agreement 2022/23

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**The following clauses can be replaced in the Template Apprenticeship Services Agreement to cover term-time apprentices**

The definition of ‘Break in Learning’ should be replaced with the following:

**Break in Learning** means a period of time during an Apprenticeship Programme in which the Apprentice is not undertaking any training or learning (including any English and maths training) with the Training Provider for 4 weeks or more (except for during the 6-week summer holiday period) and where at the time of notification the Apprentice intends to resume participation in the Apprenticeship at some point in the future (as identified pursuant to the Funding Rules). Whilst the expectation is that if an Apprentice is taking a break from work they will also take a break from learning, the Apprentice may take a break from learning without taking a break from work;

Clause 4.1.7(g) should be replaced with the following:

(g) the Apprentice is enabled to complete the Apprenticeship training and assessment within their working hours and make available time for the Apprentice to be able to complete the Apprenticeship Programme including:

(i) ensuring that as a minimum the Apprentice receives no less off-the-job training than any other apprentice as a consequence of being term-time only; and

(ii) a minimum of off-the-job training calculated as though the Apprentice is working 52 weeks per year (minus statutory leave) and delivered across the weeks specified in the term-time only contract;

(iii) permitting each Apprentice to attend any rearranged training and/or catch-up training, provided that where such training is for a lesser duration than anticipated under the Training Plan, the minimum training requirement under clause 4.1.7(g)(i) above must still be met;

(iv) permitting additional learning time above the minimum training requirements under clause 4.1.7(g)(i) above where needed by the Apprentice to achieve their minimum English & Maths requirements under the Funding Rules or where the initial assessment indicates that a higher level of off-the-job training hours is appropriate (as set out in their Training Plan);

(v) releasing the Apprentice to the Training Provider for undertaking such training and courses with the Training Provider as set out in the Apprenticeship Programme and the apprentice’s individual learning plan;

(vi) providing the Apprentice the use of equipment necessary to enable the Apprentice to fulfil training objectives;

(vii) cooperating with the Training Provider to arrange for any necessary End-Point Assessment or re-assessment and allowing the Apprentice to attend the same; and

(viii) ensuring that the Apprentice undertakes some active learning (either off-the-job learning or English and maths training) at least every 4 weeks (except for during the 6-week summer holiday period) and where this does not happen for any reason, act promptly to notify the Training Provider of a Break in Learning in accordance with clause 4.1.5 above.