

PATH NATIONAL LTD PLACEMENT PROVIDER AGREEMENT

This Agreement is made between:

PATH National Limited (hereinafter referred to as PATH) and **(name of placement provider)** hereinafter referred to as the Placement Provider.

1.0. DURATION OF AGREEMENT

- 1.1. This Agreement covers the period from **(start date)** to **(end date)** inclusive.
- 1.2. In entering this Agreement the Placement Provider agrees to provide a work-training placement for on-the-job work experience, and a course of formal training on an accredited course of study for:

(name of trainee) – Encompass trainee

(the Trainee) under the terms set out in this Agreement, and to abide by the following terms and conditions:

- a) The Placement Provider agrees to pay to PATH the sums of:

£12,500 per annum, Trainee allowance per trainee

£1000 advert fee

£4000 per annum administrative and support charge per trainee

Circa £100 Cilip registration fee in the trainees 3rd year only

£32 Cilip membership fee per annum (reviewed annually)

£435 Cilip training and development fee (reviewed annually)

£(tbc) approximate college fees

The total amount payable in the first year is **£17, 967 plus college fees**

All PATH's and Cilip's costs are subject to VAT.

- b) PATH undertakes to administer payment of Trainee Allowances direct to the trainee's bank account each month.
- c) Where the Placement Provider is taking a Trainee on placement for more than one year, the Placement Provider agrees to increase the Trainee allowance (by increments and cost of living allowance increases) at a rate equivalent to that offered to its own employees on a similar grade, and to pay current course fees. **However this clause will be null and void if the training allowance exceeds the tax free allowance limit.** The level of the annual administrative charge and Cilip fee will increase during the period of the Agreement.
- d) The Placement Provider agrees to pay the administrative charge, trainee allowance and CILIP fees within 14 days upon receipt of an invoice from PATH. The Placement Provider agrees to pay the allowance in two annual instalments. The first instalment will reflect PATH's full administrative charge with half of the trainee allowance.
- e) The traineeship is subject to the trainee successfully completing a **probationary period of three months**. A Trainee wishing to terminate their traineeship during the probationary period must give one week's notice. A Placement Provider may terminate the work experience placement during the probationary period by giving one week's notice. A review

PATH NATIONAL LTD

PLACEMENT PROVIDER AGREEMENT

will take place at the end of **three** months for the Trainee and if progress is satisfactory, the traineeship will be confirmed in writing.

- f) The Trainee is expected to undertake a total of **36 hours per week** including attendance on day release to college/university and specialist courses, which PATH will work with the Trainee and the Placement Provider to arrange. The Placement Provider will determine the actual hours and days of the work-training placement on a weekly basis.

2.0. PLACEMENT PROVIDER'S RESPONSIBILITIES

- a) The Placement Provider agrees to provide work-training for the Trainee in all aspects of their chosen area of work (as stated in clause 1.2 above). The Placement Provider will provide each trainee with practical experience and guidance (in line with the work experience guide), which will enable them to reach a reasonable standard of competence and performance.
- b) The Placement Provider will permit each Trainee to attend university, or through distance learning, to pursue a CILIP accredited course, such course must be agreed with the Trainee, PATH and the Placement Provider. The Placement Provider should give the trainee sufficient time for any compulsory residential element and allow the trainee up to five days extra study/exam leave per year.
- c) The Placement Provider will allow each Trainee to attend the specialist one day training courses organised by PATH and Cilip during the Agreement period, such training courses to be agreed between PATH and the Placement Provider as part of the Trainee's personal training plan.
- d) The Placement Provider will allow access to the Placement Provider's staff and to other relevant information to enable the Trainee to fully complete college or university course assignments.
- e) The Placement Provider will arrange regular meetings (not less than once a month) of at least one half hour's duration with a designated supervisor/mentor in order to:
- Monitor the Trainee's progress and provide coaching
 - Counsel the Trainee's if difficulties arise
 - Review and develop the work experience programme in the light of each Trainee's progress
- f) The Placement Provider will reimburse any out of pocket expenses incurred by the Trainee while carrying out their work-training placement in accordance with the Placement Provider's own established procedures.
- g) The Placement Provider will permit each Trainee to take **twenty days annual leave**, which will not normally be taken during term time.
- h) The Placement Provider will allow the Trainee reasonable time in his/her final year to attend job interviews, the frequency and amount of time to be agreed between PATH and the Placement Provider.
- i) The Placement Provider will acknowledge and reply to all enquiries from any employee of PATH National within 24 hours of the initial call. If the answer is unknown, the relevant line manager/mentor will provide an answer within 48 hours of the initial call. If the

PATH NATIONAL LTD

PLACEMENT PROVIDER AGREEMENT

query/issue is of an ongoing matter, the Client Support Team will be kept informed of progress on a daily (working day) basis.

3.0. PATH'S OBLIGATIONS

PATH agrees to abide by the terms and conditions set out below:

- a) PATH will employ sufficient staff to ensure the smooth running of the scheme and to provide external supervision and support to the Trainee.
- b) PATH's Client Relationship Managers will provide support and guidance to the Trainee and Supervisors and will keep Supervisors informed of new developments at PATH. The Client Relationship Manager will organise regular meetings once every six to eight weeks with the Trainee and the Supervisor/Mentor to review the Trainee's performance.

(PATH's Client Relationship Managers will maintain regular contact with colleges/universities attended by the Trainee and will provide regular feedback to the Placement Provider on the Trainee's performance.)

- c) PATH will acknowledge and reply to all enquiries from any employee of the Placement Provider within 24 hours of the initial call. If the answer is unknown, the Client Support Team will provide an answer within 48 hours of the initial call. If the query/issue is of an ongoing matter, the relevant line manager/mentor will be kept informed of progress on a daily (working day) basis.
- d) PATH will assume responsibility for payment of the Trainee allowance. **The Trainee will have no contractual relationship with the Placement Provider. The Trainee's contractual relationship is with PATH and is a training contract and not an employment contract.** The Trainee will sign a Trainee Agreement, a copy of which will be given to the Placement Provider for information purposes.
- e) PATH will provide each Trainee with up to **10 days of relevant specialist or personal development training** courses each year, and an individual training plan in accordance with clause 2(c). Cilip will provide 2 days of relevant development training. PATH will inform the line manager and relevant mentor of proposed PATH courses which individuals will attend, with at least ten working days notice. PATH and Cilip will, where ever possible, ensure that training courses are not programmed on particular university day release days. **Failure of a trainee to attend pre-arranged courses will result in a deduction of £30 from the Trainee Allowance for each training session not attended.**

4.0. GENERAL REQUIREMENTS OF THE PLACEMENT

- a) In relation to health and safety regulations, the Trainee shall have access to the same protection as the Placement Provider's staff.
- b) The Placement Provider is responsible for ensuring that each Trainee is made aware of and guided through all its rules and procedures, for instance confidentiality, code of conduct and procedures governing the Trainee's area of work-training.
- c) The Placement Provider is responsible for appropriate and adequate insurance cover for each Trainee while they are undertaking their work-training under this placement.

5.0. PROCEDURES IN THE EVENT OF ABSENCE DUE TO ILLNESS

PATH NATIONAL LTD
PLACEMENT PROVIDER AGREEMENT

- a) In the event of absence from the work-training placement due to illness (including Bank holidays and weekends) Trainees must complete a self-certification form, which will be signed by the Supervisor and sent in to PATH. Sickness on college days will be counted as sick days. A doctor's certificate must be provided if the trainee is absent from the work-training placement for more than seven days, including bank holidays and weekends. In the event of continuing illness, the training placement will be held open for the trainee for a period of up to three consecutive weeks of sickness. A fourth week may be approved if it is clear that the trainee will return during that week. If not returning, the placement may be terminated.

6.0. DISPUTES, GRIEVANCE AND DISCIPLINARY MATTERS

6.1. *Disputes and Grievances*

- a) If a dispute arises between a Trainee and the Placement Provider, every effort should be made to reach a resolution through negotiation and discussion between the Trainee and the Supervisor.
- j) If the Trainee and the Supervisor cannot resolve the dispute, the PATH Personal Advisor should be invited to participate in further attempts to resolve the matter.
- k) If stage b) proves unsuccessful, the Senior Personal Advisor of PATH will determine the matter. The Trainee, accompanied by a representative if desired, will be allowed to give their version of the facts.
- l) The Chief Executive's decision will be final.

6.2. *Conduct of Trainees*

Any misconduct by a Trainee will be dealt with as stated in the Trainee Agreement.

7.0. NOTICE

- a) If the Placement Provider wishes to terminate the Traineeship, it must give both the Trainee and PATH five working days written notice of its intention to do so during the probation period of the Trainee, and four weeks notice after the probation period has ended, except in cases of gross misconduct. Notice period may be reviewed or waived by mutual agreement.
- b) The Trainee wishing to terminate the Traineeship will be required to give five working days notice during the probation period and four weeks after the probation period ends. This may be reduced by mutual agreement.
- c) Where a placement is subject to termination before the end of the Agreement period, PATH will take all reasonable steps to provide a suitable replacement. Where a replacement Trainee is offered, the Placement Provider will have the same rights to accept or reject the nominee as prevailed in the case of the original Trainee.
- d) Where a placement is terminated and PATH is unable to provide the Placement Provider with a suitable replacement within a reasonable period, PATH will, subject to the limitations set out in the next section below, make a refund as set out in 8.0. below.

8.0. REFUNDS OF PAYMENTS

PATH NATIONAL LTD
PLACEMENT PROVIDER AGREEMENT

- a) PATH will refund to the Placement Provider all unexpended trainee allowances (but not the administration fee or colleges fees already paid) on termination of the Traineeship and only in these circumstances.
- b) PATH will refund to the Placement Provider any unexpended trainee allowances arising from a prolonged absence due to sickness or injury.

9.0. TERMINATION OF THE AGREEMENT

- a) Either party may terminate this Agreement if in its view the other party has not properly observed the terms of the Agreement.
- b) Before the Agreement is terminated either party must give the other fourteen days written notice as written in Section 7.0.(a).
- c) Before either PATH or the Placement Provider take action as outlined above, a full consultation must be held between the Chief Executive of PATH and the Placement Provider's Senior Management.

Signed on behalf of the Placement Provider by _____

NAME _____ *POSITION* _____ *DATE* _____

Signed on behalf of PATH National Ltd. by _____

NAME Bal McVeigh *POSITION* Deputy Chief Executive *DATE* _____