

Solihull Metropolitan Borough Council

Solihull Jobs Fund – Non Eligible 16 to 24 Age Grant

Service Level Agreement

This is an agreement between the Economic Development and Regeneration Team, Places Directorate, Solihull Metropolitan Borough Council, Council House, Solihull, West Midlands, B91 9QT (hereinafter referred to as Solihull MBC) of the one part and [] (hereinafter referred to as the Employer) of the other part.

Solihull Jobs Fund has been set up to support local businesses recruit young people (up to 24 years old) living in the Borough of Solihull. The fund will provide a financial enhancement for local businesses in recognition that by offering an Apprenticeship they will be able to improve that young person's prospects whilst at the same time increasing their own business productivity and every effort will be made pre and post-employment between Solihull MBC and the Employer to ensure the Apprenticeship becomes a sustainable work outcome.

This agreement sets out the terms under which funding from Solihull Jobs Fund will be provided to The Employer where they are not eligible to apply for a 16 to 24 Age Grant through the National Apprenticeship Service and The Employer is arranging for an Apprenticeship to start without additional funding from the National Apprenticeship Service. . This agreement also details the conditions and requirements attached to the funding.

This **Service Level Agreement** is between:

**Solihull MBC
Council House
Solihull
West Midlands
B91 3QT**

and

The Employer (list contact details)

The Employer will deliver the following Apprenticeship(s) as part of this agreement.

Apprenticeship Title(s)	Length of Contract	Start Date	End Date

1. Vacancies, Referrals, Recruitment and Selection

The Employer will work with Solihull MBC and a local Apprenticeship Provider offering sector based apprenticeship training or an Apprenticeship Provider of the employer's choice offering similar sector based apprenticeship training to create the vacancy.

Only young people aged 16-24 and living in the borough of Solihull are eligible to be referred by the Solihull Jobs Fund Project.

The Employer has a legal responsibility to comply with the Equality Act 2010 and ensure that no unlawful discrimination occurs in the recruitment and selection process on the grounds of sex, race, disability, age, sexual orientation, gender reassignment, pregnancy & maternity, marriage & civil partnership and religion or belief.

The Employer will shortlist and interview any suitable young people referred from Solihull MBC or the Apprenticeship Provider. Referrals will be carried out through secure email and Solihull MBC will manage the referral process. The Employer will complete the Interview Feedback form (**Annex 1**) and submit to Solihull MBC within 5 working days of interviews taking place. The Employer shall also retain supporting evidence in the form of interview letters, CVs, call logs etc.

The Employer will make the final decision as to whether or not to recruit a young person.

The Employer will issue the employee a written contract of employment by end of the first week of employment and notify Solihull MBC of the appointment through the Starter Confirmation form (**Annex 2A**) and submit to Solihull MBC within 5 working days via the email address employmentteam@solihull.gov.uk

The Employer will inform Solihull MBC immediately via the email address employmentteam@solihull.gov.uk if the employee leaves their apprenticeship or is dismissed before the agreed end date. The Employer will also complete the Leaver Confirmation form (**Annex 2B**) and submit to Solihull MBC within 5 working days of the employee leaving employment. Where a young person leaves a job prematurely Solihull MBC reserves the right to investigate the causes to ascertain whether there has been a breach of contract in line with Section 5 of this agreement.

2. Financial Arrangements

The maximum amount available from Solihull MBC to The Employer in accordance with this agreement is £1,500 and will be payable 13 weeks after the apprenticeship training start date the Employer will receive the full amount of £1,500 funding from Solihull MBC as set out in Section 3 Monitoring and Performance.

Financial payments will be made under the standard terms of the finance department of Solihull MBC, dependent on the satisfactory receipt of an invoice and forms as described in the monitoring section of this agreement.

The Employer is required to keep all records pertaining to funding usage.

3. Monitoring and Performance

The Employer will keep duplicate records of all forms, employee wage payments and invoices submitted to Solihull MBC and make this available to officers from SOLIHULL MBC as and when requested. All records/documents pertaining to the Solihull Jobs Fund Project audit trail should be retained for a minimum period of 5 years after the end of the funding period. This does not override any other legal requirements to retain documents, for example, the requirement to retain information linked to payroll for six years from the date payment was made in order to comply with the Taxes Management Act 1970.

The Employer will invoice Solihull MBC for the £1,500 Age Grant subsidy payment on the agreed dates as per the table below. The invoice must be signed by an authorised person from The Employer.

Training		Invoice to be received not later than
Start Date	13 week anniversary	
1/12/2013 – 31/12/2013	Up to the 31/3/2014	30/4/2014
1/1/2014 - 31/1/2014	Up to the 30/4/2014	31/5/2014
1/2/2014 - 28/2/2014	Up to the 31/5/2014	30/6/2014
1/3/2014 - 31/3/2014	Up to the 30/6/2014	31/7/2014
1/4/2014 - 30/4/2014	Up to the 31/7/2014	31/8/2014
1/5/2014 – 31/5/2014	Up to the 31/8/2014	30/9/2014
1/6/2014 – 30/6/2014	Up to the 30/9/2014	31/10/2014
1/7/2014 – 31/7/2014	Up to the 31/10/2014	30/11/2014
1/8/2014 – 31/8/2014	Up to the 30/11/2014	31/12/2014

Payment by Solihull MBC will be made in arrears and is dependent on receipt of an invoice and completed by the authorised signatory of the Employer. Provided all the paperwork is satisfactory and Solihull MBC has accepted the terms of the invoice, Solihull MBC will make payment to the Employer within 10 working days of receipt of the invoice

Any residual funding for unclaimed eligible weeks will be retained by Solihull MBC.

Solihull MBC reserves the right to perform monitoring visits to The Employer as and when deemed necessary by Solihull MBC and to include review of compliance by the Employer with the terms of this agreement.

4. Data Protection

Businesses whom are involved in the Solihull Jobs Fund Programme have a legal responsibility to comply with the Data Protection Act 1998 (DPA), this applies to data sharing, transfer and retention. A key requirement of the DPA is for organisations to seek informed consent from their employee to share their information.

To comply with this requirement, The Employer must inform all employees who are employed through the Solihull Jobs Fund Programme that their personal information will be provided to Solihull MBC, and to seek the employees' agreement to use their details. To comply with DPA legislation, the employee must give their explicit consent by completing the Employee Consent to Share Information form (**Annex 3**)

5. Conditions and Requirements

The funding provided by Solihull MBC is subject to compliance by the Employer with the terms specified in this Service Level Agreement.

Solihull MBC may withhold funding payments or demand the immediate repayment of the whole or an appropriate part of the funding if The Employer does not comply with the obligations and conditions as set out in this agreement.

The Employer is free to raise funds from other sources in addition to those covered by this agreement in order to cover costs not met by this agreement or for other work or to extend the hours worked per week.

6. Health & Safety

It is The Employer's duty to comply with health and safety legislation (including any acts, orders, regulations and codes of practice) to protect the health, safety and welfare of their employees and other people who might be affected by their business.

The Employer must do whatever is reasonably practicable to achieve this. This means:

- Social media
- Appointing someone competent to help you meet your health and safety duties;
- If you have five or more employees, you must have a written health and safety policy;
- Carrying out risk assessments to address all risks that might cause harm in your workplace;

- Consulting employees on health and safety issues either directly or through an elected safety representative;
- Providing your employees with information about the risks in your workplace, as well as providing suitable instruction and training on how to deal with these risks;
- You must have first-aid arrangements in your workplace;
- Providing welfare facilities for your employees;
- Having effective arrangements in place for reporting accidents and ill health;
- Displaying the “Health and Safety Law” poster;
- You will probably need employers’ liability insurance.

Additional duties apply to young people below the age of 18 years. The Employer must:

- Assess the risks to young people before they start work and inform them of the key findings of the risk assessment and control measures;
- Take into account specific factors such as immaturity, inexperience and lack of awareness, and medical conditions, physical and learning disabilities;
- Comply with any restrictions or prohibitions^[11] in relation to certain work for young people;
- Comply with any special rights or limitations on working hours, breaks and rest periods.

In terms of ensuring compliance with the above requirements, Solihull MBC may need to assess the Employer’s approach to Health and Safety. As such, The Employer agrees to provide copies of, or access to, any work site, vehicles, plant, equipment or documents such as health and safety policies, risk assessments, work and maintenance procedures, etc. that may be required to facilitate such an assessment. The Employer will complete the **Health & Safety Checklist/Questionnaire (Annex 4)** and submit with this Service Level Agreement to Solihull MBC prior to the job start.

7. Safeguarding

Solihull MBC is committed to meeting its responsibility to safeguard the vulnerable members of our community and expects The Employer to share that commitment.

The Employer will complete the **Safeguarding Checklist/Questionnaire (Annex 5)** and submit with this Service Level Agreement to Solihull MBC prior to the job start.

The Employer will put in place measures to respond to safeguarding concerns in respect to employees under the age of 18 years.

Solihull MBC will ensure that all young people taking part in the Solihull Jobs Fund Programme will be provided with information about how to access support in the event of being concerned about their own or another child/young person safety.

8. Equality and Diversity

The Employer will ensure all measures are taken to ensure the requirements of all current equality and diversity legislation including but not limited to the Equality Act 2010, including all amendments and regulations.

The Employer shall promote an inclusive workplace, opposing all forms of intolerance and prejudicial discrimination, whether intentional, institutional or unintentional.

9. Breach of Conditions and Termination

Solihull MBC reserves the right to withhold funding payment or require repayment of funding payments:

- If The Employer does not submit satisfactory and timely performance information to Solihull MBC
- If The Employer fails to comply with the conditions set out in this agreement

If either party considers that the other is in breach of the conditions of this agreement they will write to the other party setting out details of the breach and stipulating the action required to remedy it. A time period must be agreed within which the remedial action is required to be carried out and this must not exceed 10 days.

If remedial action has not been completed within the agreed timescale this agreement may be terminated in writing by either party.

If the breach is substantial and incapable of remedy this agreement may be terminated in writing forthwith by either party.

Either party has the right to terminate this agreement. A minimum 10 working days notice must be given in writing.

In the event of termination of this Service Level Agreement, Solihull MBC reserves the right to recoup any funding provided to the Employer that has not be utilised for a Solihull Jobs Fund job as specified by the terms of this agreement.

10. Contact Details

Solihull MBC:

Tom Dixon
Employment and Skills Team
Economic Development and Regeneration
Places Directorate
Solihull MBC
B91 9QS
Tel: 0121 704 8732
Fax: 0121 704 8130
tdixon@solihull.gov.uk

Rachel Egan
Employment and Skills Manager
Economic Development and Regeneration
Places Directorate
Solihull MBC

B91 9QS
Tel: 0121 704 8219
Fax: 0121 704 8130
regan@solihull.gov.uk

The Employer (list contact details):

11. Declaration

I the undersigned am authorised to agree for and on behalf of The Employer that this agreement sets out the obligations on The Employer and the funding to be provided by Solihull MBC and Solihull MBC's arrangements for monitoring and reviewing the performance of the Employer's obligations. We accept the requirements and conditions imposed on The Employer by this agreement and agree that funding from the Solihull MBC is subject to these conditions being met.

The Employer:

Name

Position:

Authorised Signature:

Date:

SOLIHULL MBC:

Name:

Position:

Authorised Signature:

Date: