

APPENDIX V

AGREEMENT ON WORKPLACE TRAINING PERIODS (*PÉRIODES DE FORMATION EN MILIEU PROFESSIONNEL*) SET OUT IN ARTICLES R.715-1 AND R.715-1-5 OF THE FRENCH RURAL AND MARITIME FISHING CODE

In view of the deliberations of the Board of Governors (or the body in lieu thereof for private education) on..... establishing the supervision arrangements for the school pupil during the workplace training period.

Between

<p style="text-align: center;">1 - <u>SCHOOL</u></p> <p>Address:</p> <p> .</p> <p>Represented by the school head,</p> <p>Surname:</p> <p>First name:</p> <p> .</p> <p>Email address:</p>	<p style="text-align: center;">2 - <u>THE COMPANY OR HOST ORGANISATION</u></p> <p>Address:</p> <p>SIREN or SIRET registration number:</p> <p>Represented by (name of the agreement signatory):</p> <p>Surname:</p> <p>First name:</p> <p>Position of the representative:</p> <p> .</p> <p>Email address:</p> <p>Location of the workplace training (if different to the organisation's address):</p>
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<p style="text-align: center;">3 - <u>THE SCHOOL PUPIL</u></p> <p>Surname:</p> <p>First name:</p> <p>Sex: F <input type="checkbox"/> M <input type="checkbox"/> Born on: ____ / ____ / ____</p> <p>Address:</p> <p> .</p> <p>Email address:</p> <p>STUDYING FOR THE DIPLOMA: (<i>FULL TITLE OF THE TRAINING PROGRAMME</i>).</p> <p>IN YEAR GROUP:</p>	<p style="text-align: center;">4 - <u>IF THE PUPIL IS UNDER 18 YEARS OLD: REPRESENTED BY THEIR LEGAL GUARDIAN</u></p> <p>Surname:</p> <p>First name:</p> <p>Address:</p> <p> .</p> <p>Email address:</p>
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5 – Academic arrangements for the workplace training period:

Dates : from..... to..... during the school year

If the workplace training runs over multiple periods:

- From to
- From to

1) Objectives of the workplace training period(s) and skills to acquire or develop within the competency framework for the diploma in question:

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2) Main tasks and activities assigned to the trainee, which correspond to their skills, the objectives of the training period and their learning progress:

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☐ For trainees aged over 15 years old who are assigned or may be assigned regulated work tasks that may be subject to an exception, please refer to Appendix 1.


3) Role of the workplace training period(s) in the assessment and assessment arrangements:

4) Arrangements around dialogue, visits and academic supervision by the workplace training tutor and the mentor during the training period:

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5) Time given to the trainee to write their report:
 For this purpose, the workplace training tutor may suggest changes to the tasks and activities undertaken by the trainee to the mentor. The mentor may also request such changes.
 Role of the workplace training in the assessment.
 Dates: from..... to.....
Lasting **in total** (Number of weeks / months) (delete as appropriate)
 corresponding to Days actually worked at the host organisation.
 Time worked per week or day if the training is halted or terminated:number of hours per week or number of hours per day (delete as appropriate).
 Comment:
(Each period equal to 7 hours worked, either consecutively or not, equates to one day. Each period equal to at least 22 days worked, either consecutively or not, equates to one month.)

<u>SUPERVISION OF THE TRAINEE BY THE SCHOOL</u>	<u>SUPERVISION OF THE TRAINEE BY THE COMPANY OR HOST ORGANISATION</u>
Full name of the workplace training tutor:	Full name of the workplace training tutor:
Position (or discipline):	Position: 
Email address:	Email address:

It has hereby been agreed as follows:

Article 1 – Purpose of the agreement

This agreement covers running workplace training for the school pupil identified on page 1, required by the official competency framework for the diploma that they are studying for in a formal education course in which they have enrolled, as part of the school curriculum.

Only pupils aged at least 14 years old may take part in the workplace training period covered by this agreement.

This special training period is coordinated as part of a vocational or technological diploma or undertaken as part of the educational approach stated in Article R.715-1-5 of the French Rural and Maritime Fishing Code. It is organised in accordance with the requirements set out in the documents for the training undertaken.

The workplace training has an educational purpose. The pupil is involved in activities at the company or the host organisation that contribute directly to their education. Under no circumstances may their involvement in these activities be detrimental to the employment situation at the company or the host organisation.

Article 2 – Trainee supervision

For the entire workplace training period, the trainee is still officially a school pupil and, therefore, remains under the authority of their school head. The school head ensures, through performing the necessary procedures, that the workplace training conditions do not endanger the pupil's integrity or health and safety and that the training is suited to their course.

During the workplace training period, a mentor, appointed by the head of the host organisation (if they themselves are not the mentor) is responsible for welcoming and providing support to the trainee. The mentor ensures that the academic stipulations of this agreement are fulfilled and makes sure that there is no danger to the trainee's integrity or health and safety.

The workplace training tutor named by the school head is responsible for the trainee's educational support during this training period.

Any issues encountered during this training period must be reported to the school's workplace training tutor, who will refer the matter to the school head.

A progress booklet is kept for each student. This provides a link between the trainee's school and company or host organisation.

Staff register

The following information about the trainee is recorded in the staff register or, alternatively, in another equivalent database:

- the trainee's full name,
- the date(s) of the start and end of the workplace training period,
- full name of the mentor,
- location(s) where the trainee is actually working.

The trainee shall comply with the general rules in force within the company or host organisation, laid down, where applicable, in the code of conduct, most notably in relation to safety, hours and discipline, subject to the provisions of Article 5 of this agreement. The pupil may be given leave of absence under the conditions set out in Article 9. Disciplinary measures can only be taken by their school, based on the report by the head of the host organisation. The pupil has a duty of professional discretion, and shall not include any confidential information about the company or host organisation in their workplace training period report.

Article 3 – Work which may be subject to an exemption

Before any prohibited work which may be subject to an exemption referred to in Articles D.4153-17 to D.4153-35 of the French Labour Code is assigned to the trainee, an exemption declaration valid for three years for the work unit in question must have been made by the head of the company or host organisation to the labour inspector for the geographical area of this unit.

For government departments and their public institutions governed by French civil service law, this declaration is made to the workplace health and safety inspector, for regional and local authorities, by the assistant or relevant prevention adviser.

The minor must only ever do this work under the constant supervision of their mentor.

Before the start of the workplace training period, the head of the company or host organisation sends the declaration made to the relevant labour inspector.

Appendix 1 of this agreement contains a list of the work tasks that the trainee shall be required to do and sets out the regulatory requirements that the head of the company or host organisation must fulfil and the measures that need to be taken by the organisation.

If the trainee is a minor, this appendix must be signed by the head of the host organisation or company and the school head.

The head of the company or organisation must ensure that only equipment that complies with regulations is used.

As a general rule, the workplace safety rules that are in force and comply with the French Labour Code apply to everyone, whether they are under or over 18. The mentor will pay special attention to supervising them while they carry out this work.

Electrical safety

During their workplace training period, if the school pupil has to work on (or close to) electrical installations and equipment, they must be authorised by the head of the company or host organisation to do so, depending on the type of work to be carried out. In this case, please refer to Appendix 2.

Self-propelled mobile work equipment and mobile work equipment for lifting

Under Article R.4323-55 of the French Labour Code, proper training must be provided beforehand in order to operate self-propelled mobile work equipment and mobile work equipment for lifting, including agricultural tractors.

Should pupils under 18 be required to use this equipment, please refer to Appendix 1.

Load carrying

Should minors aged at least 15 years old be required to carry loads of more than 20% their weight, an exemption declaration does not need to be made. Instead, a medical fitness certificate needs to be provided by the school head to the head of the company or host organisation (Article R.4153-52 of the French Labour Code). If applicable, refer to Appendix 2.

Article 4 – Occupational health services

Before a trainee under 18 years old is assigned any regulated work, the workplace training mentor is responsible for obtaining a medical fitness certificate from the school head, which has been issued by the doctor following the medical check-up at the school.

Without this medical fitness certificate, the trainee cannot be assigned regulated work under any circumstances.

In accordance with technical instruction DGT/DASIT1-CT1/2019 of 11 June 2019 on emergency procedures and measures relating to work placement students or trainees under 18 years old which can be implemented by the labour inspectorate, the labour inspector can immediately, at any time, remove the trainee from the company where they are working, if they are assigned prohibited work, or regulated work under conditions that pose a serious and imminent danger to their life and their health, or if they are exposed to serious risk of harm to their health, safety or physical or moral integrity.

Despite not being treated as employees under the French Labour Code, trainees do enjoy the same protections and rights as employees.

French Act No. 2016-1088 of 8 August 2016 and French Decree No. 2016-1908 of 27 December 2016 on the modernisation of occupational health services place greater emphasis on employee health check-ups and, consequently, trainee health check-ups.

Each employee receives one-to-one health check-ups, tailored to their needs and the risks associated with their work.

Three types of one-to-one check-ups must be offered to trainees, based on their health and their occupational exposures: basic one-to-one check-ups, tailored one-to-one check-ups and enhanced one-to-one check-ups.

- “Basic” medical check-ups involve an information and prevention appointment (*VIP*) (Article R.717-13 of the French Rural and Maritime Fishing Code) within three months of being hired.
- “Tailored” medical check-ups, relating to either a worker’s health (Article R.717-15 of the French Rural and Maritime Fishing Code) or particular types of worker (such as workers with disabilities, night workers, workers under 18 years old and pregnant women). This check-up takes place before a worker under 18 years old is assigned night work or tasks involving risk group 2 biological agents or electromagnetic fields. A check-up must take place at least every five years, and every three years for workers with disabilities.
- “Enhanced” medical check-ups for employees in high-risk roles (Article R.717-16 of the French Rural and Maritime Fishing Code) are actually medical fitness examinations. Particularly high risk roles involve the following: asbestos, lead, CMR substances, biological agents, ionising radiation, hyperbaric risk, risk of falls from a height while assembling and dismantling scaffolding, equipment with operating authorisations, authorisations for electrical works, young people assigned to dangerous work tasks and manual handling of loads of more than 55 kg. This check-up must take place before the worker is assigned to the position: there must be a check-up at least every four years, with an interim check-up at least every two years.

The workplace training mentor must ensure that the trainee attends all of the check-ups required.

Article 5 – Working time and hours

Trainees under 18 years old cannot be made to work more than 8 hours per day or 35 hours per week, including any academic work. Trainees under 15 years old cannot be made to work for more than 32 hours per week, including any academic work.

For each 24-hour period, there is a set minimum daily rest period of 14 consecutive hours for trainees under 16 years old and of 12 consecutive hours for trainees aged 16 to 18 years old.

Minors must be given a break of at least 30 minutes once they have worked 4.5 hours in a day.

Exemptions to Sunday rest rules under Article L.714-1 and Articles R.714-1 et seq of the French Rural and Maritime Fishing Code do not apply to trainees under 16 years old, who must be given two consecutive days of rest per week, including Sunday.

However, derogations from the Sunday rest entitlement do apply to young trainees aged 16 to 18 years old, on the same basis as adults, with the slight difference that they must be given two consecutive rest days each week.

Daily work schedules cannot require minors aged between 16 and 18 to be present at the place of work between 10 pm and 6 am, or minors under the age of 16 to be present between 8 pm and 6 am.

In horse racing activities related to riding and leading in races, a minor may be authorised to work between 10 pm and midnight, up to twice a week and 30 nights per year, through an exemption on the night work ban granted by the work inspector for one renewable year maximum, in accordance with Articles R.3163-1 to 3163-5 of the French Labour Code.

<p style="text-align: center;">Total working time</p> <p>Time worked per week by the trainee at the host organisation:</p> <p>If the trainee has to work at the host organisation at night, on Sunday or on a national holiday,</p> <p>Please specify:</p> <p>In this case, please specify the compensatory rest period that shall be granted to the trainee:</p>

Article 6 – Insurance

The head of the company or host organisation takes the necessary steps to cover its civil liability any time that it may be held liable:

- either by taking out specific insurance covering its civil liability should there be any wrongdoing attributable to the company or host organisation with regard to the trainee;
- or by adding an amendment regarding the trainee to the “business civil liability” or “professional civil liability” policy that it has already taken out.

The school head takes out insurance covering the pupil’s civil liability for any potential damages that they may cause during their training, as well as outside of the company or host organisation or while commuting to the training location or their home.

Should the training be abroad or in a French Overseas Territory, the pupil takes out an assistance policy (covering aspects such as repatriation on health grounds and legal assistance).

If the company or host organisation provides the trainee with a vehicle, it shall be responsible for checking beforehand that the vehicle insurance policy covers its use by a trainee under 18 years old.

If, during their workplace training period, the trainee uses their own vehicle, they explicitly declare this to the insurer of this vehicle and, where applicable, pay the related premium.

Article 7 – Trainee health, maternity and workplace accident insurance cover

With regard to health and maternity insurance cover:

- The pupil is covered by their parents’ universal health insurance, meaning that, by default, they have health and maternity insurance.
- For workplace training periods within the European Economic Area (EEA), the pupil must apply for the European Health Insurance Card.
- For workplace training periods outside of the European Union, the trainee shall be strongly advised to take out insurance covering healthcare costs not covered by the health and maternity insurance and by the workplace accident statutory cover.

Under the provisions of Articles L.751-1(II) (1) (Mainland France), L.761-14 (1) (Alsace-Moselle) of the French Rural and Maritime Fishing Code and L.412-8 (2) of the French Social Security Code (Overseas

France), trainees in agricultural education and vocational training are covered, for the duration of the workplace training period, by the statutory workplace accident insurance for students in agricultural education and vocational training.

This cover for the pupil is provided by the school's fund, except when they receive a larger stipend than stipulated in Article 10 of this agreement.

Should the pupil be involved in an accident either while working or while commuting, the head of the company or host organisation shall inform the school head on the day when the accident occurs or within 24 hours maximum.

Should the accident occur abroad, the company or host organisation informs the school in writing within 48 hours maximum.

The school head must report the workplace accident, by any means, to the agricultural social insurance organisation (Caisse de Mutualité Sociale Agricole), the farming accident insurance organisation (Caisse Assurances Accidents Agricoles) for Alsace-Moselle or the general social security fund (Caisse Générale de Sécurité Sociale) for the overseas départements where the school is located, within 48 hours, starting from when they are notified by the company or host organisation.

Article 8 – Non-term time

This agreement applies to workplace training periods that the training framework explicitly stipulates may partly run beyond school terms, within the time limits it specifies. These workplace training periods are undertaken prior to obtaining the diploma.

If the head of the company or host organisation keeps the young person working of their own accord beyond the periods set out by the workplace training agreement that they have signed with the school head, this means that the trainee is no longer treated as a school pupil and, as a result, they qualify as an employee, with the resulting obligation for the company or host organisation to submit the pre-employment declaration and pay a salary and the resulting contributions.

For trainees under 16 years old, these non-term periods cannot be more than half of the length of the school holiday in question.

Article 9 – Trainee absences and leave

Types of absences and leave authorised by the mentor:

- Absence related to school-related obligations, substantiated in particular by the relevant document presented to the mentor;
- Absence on personal grounds, with authorisation required from mentor;
- For illness, accidents, pregnancies, parenthood and adoption, upon presentation of supporting documents sent to the company or host organisation: medical certificates for illness, accidents and pregnancies, and supporting documents for parenthood and adoption, to be provided to the mentor within 48 hours.

The trainee is granted leave and authorised absences of an equivalent duration to those set out for employees under L.1225-16 to L.1225-28, L.1225-35, L.1225-37 and L.1225-46 of the French Labour Code.

This information is forwarded to the school by the host organisation as soon as possible.

A stipend may be paid for the illness, maternity or paternity leave, or adoption leave periods, but there is no obligation on the host organisation to do so. If a stipend is paid in these scenarios, social security contributions must also be paid.

Article 10 – Financial arrangements

Stipend

As the trainee is a school pupil, they cannot claim any remuneration from the host organisation. They are paid a stipend, under the conditions set out below.

In France, if the duration of the workplace training period is more than two consecutive or non-consecutive months during the school year, a stipend must be paid for it. If this training period is undertaken at an appropriate pace, the stipend is paid as soon as the duration of the training period is more than three consecutive or non-consecutive months.

Except in the case of particular rules in specific French Overseas Territories, the hourly amount for the stipend is set at 15% of the maximum hourly social security rate, as set by Article L.241-3 of the French Social Security Code. A sectoral collective agreement or industrial agreement can set a higher amount than this rate.

In accordance with the regulations below, the stipend must be paid for each hour actually worked starting from the first day of the first month at the same host organisation.

The stipend is due, notwithstanding the reimbursement of costs incurred by the trainee in order to undertake their workplace training period and the benefits provided, where applicable, for food and drink, accommodation and transport.

The host organisation may decide to pay a stipend for workplace training periods equal to or shorter than 2 months (or 3 months at an appropriate pace).

Should the agreement be suspended or terminated, the stipend amount that must be paid to the trainee is prorated based on the duration of the workplace training period actually undertaken.

The stipend period is determined based on this agreement and any potential amendments thereto, as well as the number of days that the trainee has actually worked at the host organisation.

The duration of the workplace training period(s) set out in Articles L.124-5 and L.124-6 of the French Education Code is calculated based on the time that the trainee has actually worked at the host organisation:

- Each period of at least seven hours actually worked, either consecutively or not, is treated as equivalent to one day.
- Each period of at least twenty-two days actually worked, either consecutively or not, is treated as equivalent to one month.

Should there be a workplace accident, the pupil is covered by workplace accident insurance from their school's fund, i.e.....

The trainee is covered by the workplace accident insurance of the company or host organisation if the stipend paid is more than 15% of the maximum hourly social security rate.

The stipend is exempt from social security contributions if, in accordance with Article L.136-1-1(III)(1)(b) and Article D.136-1 of the French Social Security Code, the amount does not exceed an equivalent threshold established by multiplying 15% of the maximum hourly social security rate by the number of hours actually worked as part of the workplace training during the month in question.

If not, the social security contributions are then calculated on the difference between the stipend amount and 15% of the maximum hourly social security rate.

Stipend for the workplace training period

YES ☐ NO ☐

The trainee must be paid a stipend under this agreement for workplace training extending beyond 2 months (44 days, continuously or with intervals, starting from the 309th hour of the workplace training

period), (or beyond 3 months at an appropriate pace (66 days), continuously or with intervals, starting from the 463rd hour of the workplace training period)

The stipend amount is set at € per hour (1)per day (1)....., per month (1)

(1) Delete as appropriate

The total duration of the workplace training period is:

The total stipend if the workplace training period is completed is:

The payment terms are as follows:.....

.....

Financial allowance granted for workplace training periods

Under French Decree No. 2023-765 of 11 August 2023 on grants to vocational lycée pupils in order to promote workplace training periods and French Order of 11 August 2023 determining the amounts and payment conditions for allowances to vocational lycée pupils undertaking workplace training periods, the financial allowance for workplace training periods is paid to all pupils in formal education and enrolled at a public or state-contracted private school, and studying for a level 3 or 4 vocational diploma (any vocational certificate (*Certificat d'aptitude professionnelle* (CAP) and *Certificat d'aptitude professionnel agricole* (CAPA)) specialties and any vocational baccalaureate specialties) delivered by the French Ministry of Agriculture.

This allowance is paid by the French state for all workplace training period days completed by the lycée pupil under the agreement, verified by the workplace training period completion certificate appended to this agreement.

The trainee shall have access, on the same basis as host organisation employees, to the social and cultural activities of this organisation, the company restaurant and meal vouchers, and payments of transport costs.

Other "financial" conditions

The trainee shall have access to accommodation: yes no

The trainee shall have access to the company restaurant and meal vouchers (only if these are provided to host organisation employees): yes no

The trainee shall have access to the reimbursement of transport costs under Article L.3261-2 of the French Labour Code, or, for a workplace training period at a public body, to the reimbursement thereof under the conditions set out by French Decree No. 2010-676 of 21 June 2010 (only if these are provided to host organisation employees): Yes No

The trainee shall have access to the social and cultural activities of the host organisation (only if these are provided to the host organisation employees): Yes No

Article 11 – Interruption to the workplace training period

The school head may halt the workplace training period at any time if the company or host organisation no longer fulfils:

- the core workplace health and safety and integrity requirements for the workplace training;
- the requirements relating to a qualified person supervising the trainee, particularly while they are doing work which may be subject to an exemption.

The head of the company or host organisation may decide, after having informed the school head, to halt the workplace training period early, should there be a major breach of its rules or of its code of conduct, or unjustified absences by the trainee.

The trainee may halt their workplace training period with the agreement of the school head should there be non-compliance with the provisions of the agreement by the company or host organisation.

Article 12 – Communication between the parties / Deferral and validation of the workplace training period

The school head and the head of the company or host organisation shall keep each other informed of any issues that may arise under this agreement and shall take, by mutual agreement, in liaison with the workplace training tutor, suitable steps to resolve them.

Should the workplace training period be halted on the grounds set out in Article 11 and by agreement between the parties to the agreement, the workplace training period may be fully or partially deferred through an amendment to the agreement so that the full training period initially stipulated can be completed. Should the workplace training period be halted on the grounds set out in Article 9, the academic authority offers the trainee an alternative procedure for validating their workplace training period or validates it, even if it did not last the length of time stipulated in the course.

Article 13 – Workplace training period completion certificate

At the end of the workplace training period, a workplace training period completion certificate is issued to the trainee by the company or host organisation. This certificate states the total actual duration of the workplace training period and the total stipend paid to the trainee, where applicable. A certificate template is attached.

Article 14 – Workplace training period outside of French territory

For each workplace training period abroad, an information sheet outlining the regulations of the host country relating to the trainee's rights and responsibilities is appended to the workplace training period agreement (Article L.124-20 of the French Education Code). In particular, this fact sheet contains information about entry requirements, safety in the host country and trainee status under local law.

Unless there is an exception or prior agreement between the parties to the agreement, local law applies to the trainee. Therefore, the French stipend obligation does not come under local law. A stipend may be paid should there be agreement between the host organisation and the home institution.

Article 15

A copy of this agreement and its appendices is provided to each of the parties after they have all signed it, before the start of the workplace training period.

Signed in:

On:

(One copy per signatory)

Head of the company or host organisation or their representative <u>Surname:</u> <u>First name:</u> <u>Signature:</u>	The school head <u>Surname:</u> <u>First name:</u> <u>Signature:</u>
	The work placement student and/or their legal representative <u>Surname:</u> <u>First name:</u> <u>Signature:</u>
The workplace training tutor For academic supervision purposes, in accordance with Article D.124-3 of the French Education Code <u>Surname:</u> <u>First name:</u> <u>Signature:</u>	The mentor (if a different person to the head of the company or host organisation) <u>Surname:</u> <u>First name:</u> <u>Signature:</u>

Sheets to be appended to the agreement:

- Regulated work exemptions appendix;
- Workplace training period completion certificate appendix.