

Annex 1

Proposed Learning Agreement

This is the proposed Learning Agreement for staff undertaking a qualification paid for by Surrey County Council which would cover all courses, including course / classroom/ attendance, including distance learning / virtual qualifications

THIS AGREEMENT is made on [insert date] BETWEEN

1. SURREY COUNTY COUNCIL of County Hall, Penrhyn Road, Kingston-upon-Thames, Surrey KT1 2DN (“the Employer”)
2. [Insert name] of [insert home address] (“the Employee”)

DEFINITIONS

“Employee Contract”	means the Employees Terms and Conditions of service with the Employer
“the Course”	means [type of course / Degree / Diploma / etc] in [name of course] with the Course Provider [name of college, Higher Education Institute, University, Training Provider] commencing on [date]
“Course Duration”	means [length of the course] years/months/weeks
“Course Provider”	means the training establishment which hosts the Course
“Course Fees”	means the current amount of [£amount] per annum/term/month being the course fees for the Course Duration and agreed to be paid by the Employer in accordance with the Policy
“the Payment Date”	means the date when the Course Fees are paid to the Course Provider
“the Policy”	means Surrey County Council’s policy entitled “Study Leave and Financial Assistance” attached as Schedule 1 to this Agreement
“the Employer”	means Surrey County Council
	And Staff in HR who need to know about your progress; this may include HR Training but also other branches of HR and Finance
“persistent”	means any unauthorised and frequent absences in a period of time [12] week period

IT IS AGREED as follows:

1. PURPOSE

- 1.1. The Employee is employed by the Council and wishes to undertake a training course in order to improve and develop the skills and knowledge required for the position they have within the Council.
- 1.2. The Employer will support the Employee [with [paid or unpaid] time off and payment of Course Fees] for [name of course] approved in advance by the Employer with a view to gaining a recognised [professional or vocational] qualification which may benefit both the Employee and the Employer.

2. TRAINING AND DEVELOPMENT

2.1. The Employer will:

2.1.1. grant the Employee leave of absence from [insert date] for the sole purpose of attending [specify particular course] OR any educational or training course (Course) and sitting any examination[s] relevant to the Course

2.1.2. Permit the Employee to take [paid OR unpaid] leave of absence from work in order for the Employee to attend [and/OR sit any such examination] in relation to the Course

2.1.3. Pay any enrolment, tuition and/or examination fees for the Course

2.2. In consideration for, and as a condition of, the Employer's obligations in Clause 2.1, the Employee agrees:

2.2.1. to attend the Course diligently and apply the whole of their energies during the Course to gain the skills and knowledge taught or otherwise made available in connection with the Course and to the successful achievement of all work, tests and examinations set in connection with the Course

2.2.2. to notify the Employee's line manager as soon as possible stating when and why if, at any time, they are unable to attend the Course

2.2.3. to permit the Employer to enquire of any institution or tutor as to the Employee progress and attendance at the Course and as to the result of any examination[s]

2.3. The Employee will be paid their Salary (as defined in the Employment Contract) during any period they are absent from work in order to attend the Course or to sit or study for any test or examination for the Course.

2.4. The Employee's attendance at [the Course OR any Course] will not constitute a break in their continuity of employment with the Employer.

3. STUDY LEAVE

The Employee is entitled to the following paid leave:

- 3.1. when taking any examination, a period equivalent to the duration of the examination.
- 3.2. if the examination is scheduled to take place in the evening (after 5pm) a period equivalent to half a day immediately prior to the examination.
- 3.3. the Employee is entitled to a maximum of three (3) days revision leave unless the Course makes provision for Study Leave.

4. PAYMENT OF COURSE FEES AND BREACH BY THE EMPLOYEE

- 4.1. The Employer shall pay the Course Fees directly to the Course Provider on the Payment Date, provided the Employee attended the Course in accordance with Clause 2.2.
- 4.2. The Employer shall not pay the Course Fees if the Employer is notified by the Course Provider that the Employee has persistently failed to attend the Course and where the Course Fees have already been paid, the Employer shall be entitled to recover the Course Fees from the Employee in accordance with provisions in Clause 4.5.
- 4.3. The Employee shall notify the Employer immediately if the Employee fails all or part of the Course, or if the Employee is aware of any other circumstances which would cause the length of the Course to be extended.
- 4.4. The Employee acknowledges the implications of Clause 4 and the costs involved have been explained to the Employee by the Employer.
- 4.5. In the event that the Employee fails to commence or complete all or part of the Course, fails all or any part of the examination(s) as part of the Course undertaken, has decided to withdraw without reasonable justification, has breached Course Provider policies and been withdrawn from the Course, or is required to re-sit or retake any part of the Course and for that reason the length of the Course is extended beyond the Course Duration, the Employer may:
 - 4.5.1. Refuse to pay any Course Fees outstanding or due at the time of the circumstance described in Clause 4.5
 - 4.5.2. Bring this Learning Agreement to an end by giving the Employee written notice
 - 4.5.3. Recover from the Employee 100% of the Course Fees paid in respect of the Course, and deduct the same from the Employee's salary by monthly instalments, and recover the same as a debt where the Employee leaves their employment and the Employee's final salary



5. EMPLOYEE LEAVING THEIR EMPLOYMENT AND REPAYMENT OF FEES

5.1. Where the Employer has agreed to pay the Course Fees for the Employee:

5.1.1. To attend a Course; or

5.1.2. Sit or study for any test or examination(s) for a qualification approved by the Employer and the Employee fail such tests or examination(s); and / or

5.1.3. The Employee ceases employment with the Employer

The Employee will reimburse the Employer (and the Employer shall be entitled to recover all such sums due by deducting from any instalments of salary payable to the Employee (or any such sum due to the Employee from the Employer).

5.2. Any repayments after the completion of the Course will be abated by length of employment, i.e., by one month for every month serviced within the two-year period following the completion of the course.

For example, if the cost of the Course amounts to £2,400 and the Employee leaves one month after completing the Course, he/she will repay £2,300. If he/she leaves 23 months after completing the Course he/she will repay £100.

5.3. The Employee shall repay to the Employer on demand the Repayment Amount if the Employee leaves their employment with the Employer less than two (2) years after completion of the Course

5.4. Clause 5.1 will not apply if the discontinuance of their employment is a result of:

5.4.1. Retirement or termination of employment due to ill health;

5.4.2. Compulsory redundancy; if the employee made redundant due to voluntary severance application, management may consider waiving any Course fees due under 5.1

5.4.3. Employees who are subject to Transfer of Undertakings (Protection of Employment)

5.4.4. Unfair or wrongful dismissal if found proven by an Employment Tribunal

5.5. The Employee agrees and consents that in the event the Employee owes an amount to the Employer, the Employer shall be entitled to deduct any such amount from the Employee's salary or any other monies payable by the Employer to the Employee, and the same shall be recoverable from the Employee as a debt.

UNFORSEEN EVENTS

- Neither Party to this Contract shall be liable for the failure to perform their obligations under this Learning Agreement if such failure is for circumstances beyond the contemplation of the parties or which are beyond the party's reasonable control.

6. DECLARATION

The Employee confirms that they agree to and will sign the Declaration as set out in this Learning Agreement

Signed for and on behalf of the Employer	Date: [insert date]
Name: [Insert Name]	Signature:

Signed for and on behalf of the Employee	Date: [insert date]
Name: [Insert Name]	Signature:

Signed for and on behalf of the Line Manager	Date: [insert date]
Name: [Insert Name]	Signature: