
Training Agreement

THIS AGREEMENT is made on the: **DATE**

BETWEEN MEDWAY COUNCIL of Gun Wharf, Dock Road, Chatham, Kent, ME4 4TR [‘the Council’] of the one part and **NAME** of the second part.

1.0 DEFINITION AND INTERPRETATION

- 1.1 The following expressions shall have the following meanings:
- 1.1.1 Any reference to a Schedule or a clause means a schedule or a clause of this Agreement.
 - 1.1.2 Reference to Post Entry Training Assistance means the assistance given in accordance with Schedule 2 of this Agreement.
 - 1.1.3 In this Agreement words importing the masculine gender shall include the feminine gender.

2.0 WHEREAS

- 2.1 The Employee is employed by the Council as **JOB TITLE**
- 2.2 The Employee is intending to undertake the training set out in Schedule 1 to this Agreement and: -
- 2.2.1 The Employee has sought Post Entry Training Assistance from the Council to enable them to complete **NAME OF QUALIFICATION**
 - 2.2.2 The Training will be of benefit to the Employee and the Council and assist the Employee in carrying out their duties under his/her contract of employment.
 - 2.2.3 The Council has offered the Employee Post Entry Training in accordance with the terms and conditions referred to in Schedule 2 of this Agreement in order that the Employee can complete the training course referred to in Schedule 1 to this

Agreement and Employee has accepted those terms and conditions.

3.0 **IN CONSIDERATION** of the Council giving the Employee Post Entry Training Assistance in accordance with this Agreement and the Employee giving the undertakings set out in Schedule 2 of this Agreement and **SUBJECT TO** the terms and conditions contained in Schedule 2 of this Agreement **IT IS HEREBY AGREED** that the Employee will receive from the Council, Post Entry Training Assistance.

Signed: Signed:
Training applicant **Learning and Development Officer**

Signed by me in the presence of: Signed by me in the presence of:
.....

Name: Name:

Position held by the Council Position held by the Council
.....

SCHEDULE 1

NAME is completing:

Qualification/course being undertaken:

NAME OF QUALIFICATION

Duration of qualifications:

LENGTH OF QUALIFICATION

Estimates of costs:

BREAKDOWN OF COSTS

SCHEDULE 2

POST ENTRY TRAINING ASSISTANCE – TERMS AND CONDITIONS

With effect from: November 2021

1.0 Eligibility

1.1 Medway Council ['The Council'] will aid [hereafter called 'Post Entry Training Assistance'], to member of staff who is studying for qualifications [including NVQs] which are relevant to the current job or career aspirations of the staff concerned. The decision of the **Directorate Assistant Director** is final in determining the relevance of a particular qualification, whether financial and/or other assistance shall be provided and the degree of assistance which shall be provided, and any other matter related to post entry training. Other matters may include assistance with:

- i] the purchase of textbooks.
- ii] incurred travel cost expenses.

1.2 These terms and conditions apply to Post Entry Training Assistance granted to all employees except those employed as apprentices where different terms and conditions will apply.

1.3 The granting of Post Entry Training Assistance is conditional upon the employee undertaking that they will:

- i] remain in the Council's service for two years from the date on which the qualification is obtained [i.e. the date upon which the member of staff received his/her results].
- ii] repay in full all the financial assistance granted to them under this scheme [hereafter called 'the financial assistance'] if they leave the Council's employ, either before completing the whole [including all defined parts] of the qualification, or within two years of securing it.
- iii] complete all units of the Course. Failure to complete may result in repayment of the financial assistance granted to them under this Scheme [including all defined parts].

1.4 In paragraph 1.3[ii], the phrase 'all defined parts' means:

- i] completed modules for which the Council has paid in full or in part or provided other assistance, and
- ii] any other related cost incurred by the Council, such as exam and registration fees.

1.5 In the circumstances set out in paragraph 1.3 above, if all the financial assistance is not repaid by the termination date, then the employee will remain liable to repay the whole or any part still outstanding. An invoice will be issued for the outstanding amount and an agreed repayment plan will be put in place.

- 1.6 In the case of the employee transferring to another post within the Council from a post for which the Post Entry Training Assistance was granted, the **Directorate Assistant Director** shall determine whether repayment of the financial assistance is required in whole or in part and the decision of **Directorate Assistant Director** is final.
- 1.7 All assistance is conditional upon satisfactory progress, good attendance and good behaviour and on the production to the **Learning and Development team** of written confirmation of the examination results obtained, as soon as they are available.
- 1.8 Consideration for exceptional circumstances for non-payment in the case of non-completion of a Course will be the decision of the **Directorate Assistant Director** and the relevant Service Manager.
- 2.0 **Leave of absence**
- 2.1 Paid leave will be granted to attend the course leading to the qualification for which Post Entry Training Assistance has been granted based on the normal rate of pay for the hours normally worked on the day or period involved. Overtime will **NOT** be paid for evening attendance.
- 2.2. The granting of paid leave of absence applies to those employees who are studying for a professional qualification or taking exams for the first time, the criteria being as follows:
- i) Total of 3 days paid leave of absence where the course is of one year or less in duration.
 - ii) Total of 5 days paid leave of absence where the course is longer than one year in duration.
 - iii) Up to 3 additional days may be granted prior to intermediate examinations by your Assistant Director.
- 2.3 Leave will **NOT** normally be given for attending a course for a second attempt at the same qualification or stage, unless in the opinion of the **Directorate Assistant Director**, exceptional mitigating circumstances apply. Other forms of assistance as set out in paragraph 1.1 may be payable for a second but not subsequent attempts.
- 3.0 **Course Fees**
- 3.1 Financial assistance will be given for qualification courses including approved correspondence and evening classes as follows:
- i] course fees.
 - ii] registration and exemption fees.
 - iii] examination fees (for attempt only).

4.0 **Travelling Expenses**

4.1 Travel expenses will need to be covered by the service when an employee is attending any courses.

5.0 **Subsistence**

5.1 An allowance will **NOT** be paid to the employee for the cost of their subsistence on any day when they attend the course.

6.0 **Textbooks**

6.1 The Centralised training budget does not pay for textbooks; the only exception would be if this was specified from the **Directorate Assistant Director** and would be paid for from the directorate budget or if an apprenticeship programme is being undertaken and a textbook is mandatory for completion of the programme.

7.0 **Claims for Expenses**

7.1 Expenses are not covered by the Learning and Development budgets and will need to be approved and funded by service.

7.2 A detailed estimate of the employee's anticipated course costs for each financial year of the course and must be approved by the **Directorate Assistant Director**, then submitted to learning and development via Service Desk. The estimate should itemise the course fees, examination fees and student registration fees and other matters for which assistance may be given under Clause 1.1 of this Agreement.

7.3 Failure to supply the information under Clause 7.2 may lead to a delay in payment being made to the employee.