



Policy and Application for time off for Training and Study

Adopted by the Trust Board of
Aspire Learning Trust
in June 2017

Policy reference: A29

This policy is to be reviewed: 3 yearly

The next review date is: March 2024

Review is the responsibility of:

Review History

Review ratified: June 2020

Review ratified: March 2021

Review ratified:

Signed: -----
Chair of Trustees



1 Introduction

We are committed to developing the skills and knowledge of our employees and will support training appropriate to job roles, subject to the needs of the School/Trust, and operational and budgetary considerations.

2 Eligibility

To be eligible to make a formal request under this policy you must:

- a. be an employee*;
- b. have worked for us continuously for 26 weeks at the date your request is made (except for apprenticeship levy funding requests);
- c. have made no previous formal requests under this policy in the last 12 months

*Some employees aged 18 or under are subject to special laws on education and training, and may not be covered by this policy, depending on age and qualifications.

3 Process

- To make a formal request under this policy you should submit the form at Appendix A to the Principal/Executive Headteacher. If your request is for training to be accessed via the Apprenticeship Levy the request needs to be sent to the Trust Operations Director after approval from the Executive Headteacher/Principal. The Trust Operations Director will then review and advise of the decision.
- If your application for training is agreed without the need for a meeting, a copy of the signed form will be returned to you and the original will be retained on your personnel file.
- If necessary, the application will be discussed with you, usually within 28 days of receiving your formal request. We will normally tell you the decision in writing within 14 days of the meeting.
- We do not have to pay you while you are taking time off for study or training requested under this policy. However, in some cases we may agree to pay you for some or all of the time off. We do not have to pay the costs of training or study requested under this policy (including associated costs such as travel expenses). However, in some cases we may agree to meet some or all of those costs.
- Where we reject all or part of your request, we will write to you with the following information:
 - a. which part of your request is rejected;
 - b. which of the grounds for rejection set out below applies and why; and
 - c. the appeal procedure.

- We may reject your request for any of the following reasons:
 - a. that the proposed study or training would not in our view improve your effectiveness at work and the performance of the School/Trust;
 - b. the burden of additional costs;
 - c. detrimental effect on ability to meet the demands of the school/Academy community;
 - d. inability to reorganise work among existing staff;
 - e. inability to recruit additional staff;
 - f. detrimental impact on quality;
 - g. detrimental impact on performance;
 - h. insufficiency of work during the periods that you propose to work;
 - i. planned structural changes

4. Appeal of decision

You may appeal if we reject all or part of your request. Your appeal, at which you may be accompanied, must:

- a. be in writing and dated;
- b. set out the grounds on which you are appealing; and
- c. be sent to the CEO within 5 days of receipt of the written notice of our decision.

The appeal decision will be final and you will not be able to make another formal request until 12 months after the date of your original request.

5. Miscellaneous

You must tell us in writing immediately if:

- a. you do not start the approved course for any reason (for example if it is cancelled);
- b. you do not complete the approved course; or
- c. you undertake (or wish to undertake) a different course of study or training;
- d. there are changes to the approved course, including changes to the timing or content of the course.

6. Apprenticeship Levy

Aspire Learning Trust may decide to access CPD available through the Apprenticeship Levy Fund to support training. The final decision on what courses this may be allocated to is made by the CEO/Trust Operations Director. All existing personnel wishing to access a course via this fund must follow this process. Allocations of funds from this levy may be approved for new staff at the CEO/Trust Operations Director's discretion. The business needs and impact the course will have will help determine the outcome as will the value in the fund at the time of application.

This policy does not form part of any employee's contract of employment and we may amend it or depart from it at any time.

Appendix A

APPLICATION FOR FUNDING AND/OR TIME OFF FOR TRAINING OR TO UNDERTAKE STUDY
Part A
Name:
Job Title:
Course Title
Course Provider
Course dates (approximate if necessary)
The subject matter of the study or training
Where and when it takes place
What qualification (if any) it would lead to
How you think the study or training would improve your effectiveness at work
How you think the study or training would improve the performance of the School/Academy
Date(s) of any previous applications

Please complete Part B

APPLICATION FOR FUNDING AND/OR TIME OFF FOR TRAINING OR TO UNDERTAKE STUDY

Part B

Name and Job Title:

Please tick as applicable:

A I request that the Course fees are paid by the School/College/Trust.

The total Course fees are £ _____. Please attach a copy of the Course provider's information on fees.

B In the event that the School/College/Trust will not agree to pay the Course fees then I will be fully responsible for payment.

C I will be fully responsible for payment.

If you have ticked Option A then, in consideration of this, you agree that if your employment terminates after the School/College/Trust has incurred liability for the cost of the training you will be liable to repay some or all of the fees, expenses and other costs of the Course as set out below:

- (a) if you cease employment before you attend the Course but the School/College/Trust has already incurred liability for the Costs, [100%] of the Costs that the School/College/Trust cannot recover from the learning provider shall be repaid;
- (b) if you cease employment between one and six months of commencing the Course, [80%] of the Costs shall be repaid;
- (c) if you cease employment between six and 12 months after commencing the Course, [50]% of the Costs shall be repaid; or
- (d) if you cease employment between 12 and 18 months after commencing the Course, [25]% of the Costs shall be repaid.

Thereafter, no repayment shall be required. You agree to the School/College/Trust deducting the Costs from your final salary or any outstanding payments due to you and agree to be responsible for the repayment of any outstanding amount.

I, _____ (Name) understand and accept that I may in extreme circumstances be required to absent myself from the Course and attend School/College/Trust, if directed by the Principal/ Executive Headteacher (or delegate).

I, _____ (Name) confirm that there will be no other additional expenses that will be incurred by School/College/Trust as a result of me undertaking this Course e.g. travel, books, examination fees, etc

I, _____(Name) understand and accept that:

- Any books or resources belonging to the School/College/Trust or bought by the School/College/Trust remain the property of the School/College/Trust and must be returned on completion of the Course or earlier if required.
- The Executive Headteacher/Principal may request an attendance report from the Course tutor. If I am unable to attend for any reason I will ensure that my Line Manager is notified.
- Consent for me to undertake the Course outlined by me in this agreement is dependent on my signed and dated acceptance of the terms of the agreement.

Signed Employee: _____ Date: _____

Print Name: _____

APPLICATION FOR FUNDING AND/OR TIME OFF FOR TRAINING OR TO UNDERTAKE STUDY
Part C to be completed by management

Please tick as appropriate:

A The application is granted in full

B The application is granted in part. Please see the accompanying letter which sets out the reasons why the application has been rejected, in full or in part, and which provides the opportunity of an appeal.

Signed Manager: _____ Date: _____

Print Name: _____