## Staff Learning Agreement for the Recovery of Training Expenses

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| **Last Review Date** | Approved by Clinical Executive Committee  
|                  | 27 July 2016 |
| **Next Review Date** | 3 Years |
| **Approval**     | Chief Strategic Officer |
| **Policy Owner** | Human Resources |
| **Policy Author** | Roland Bryant Learning & Development Business Partner |
| **Advice & Guidance** | Please contact the HR Learning & Development Business Partner |
| **Location**     | Intranet |
| **Related Documents** | N/A |
| **Applicability** | This Learning Agreement applies to all employees in NHS Portsmouth Clinical Commissioning Group |
Introduction

1. This Policy outlines the procedure for all staff applying to complete a programme of study that includes partial funding, and/or study leave from the CCG and may cover study leading to professional or vocational qualifications relevant to business needs.

2. Agreement and support of their line manager should be in place before staff make a request for funding and this should have been identified as part of their appraisal, personal development review, a change in business needs or that it is a specific requirement of the role. Any study should be explicitly linked to the department's priorities and overarching organisational values and strategy.

3. The CCG’s HR framework sets out our commitment to investing and developing staff.

4. This Policy ensures effective use is made of resources for staff development and ensures retention of well trained and well qualified staff within the business.

2. General

1. Applications for funding will only be considered for a maximum of one year. Any courses lasting longer than this will only be considered for the first year, and permission for subsequent years must be applied for on an annual basis. The results of examinations at the end of each year, if applicable, will be taken into consideration.

2. The offer of assistance for professional training will at all times be at the discretion of the employee's immediate line manager and, where required, approved by the appropriate Chief Officer.

3. Confirmation of funding should normally be agreed before confirming acceptance of a place on the programme with the education provider. However, if this is not possible, it should be made clear to the education provider that acceptance of a place is conditional on funding being agreed.

4. Training needs may not always be met by a formal programme of study. A range of short training courses is available via the MLE system and other methods of training include on-the-job training, shadowing or mentoring.

5. Mandatory CPD, where this is a requirement of registration or a professional body, will be supported as appropriate.

3. Fees and financial support for studying

3.1 The amount of funding agreed will depend on budgetary and organisational priorities. Once funding has been agreed, both manager and staff member will sign this agreement (Appendix A) which sets out expectations and commitments. In some circumstances funding may be available through
3.2 In most cases funding covers learning activity only and there is an expectation that staff will contribute at least 25% of the costs. The CCG contribution will support the costs of:
- Course fees
- Essential study texts
- Exam entry/exemption fees
This will be for the individual agreement with the line manager, seeking support from the HR Learning and Development Business Partner as required.

3.3 Excess travel and parking costs incurred by students when travelling to academic courses/examinations will be reimbursed at public transport rate and should be claimed, following normal procedures, on a travel claim form.

3.4 No claim for subsistence will be allowed.

3.5 Staff will pay 100% of the cost of any professional registration and/or annual subscriptions.

3.6 Financial assistance for examination retakes will not be provided. However if a staff member chooses to retake an exam and undertake further study for this purpose 75% of the examination fee may be refunded upon successful completion.

3.7 Further study leave will be allowed for the first retake of an exam at the manager's discretion. Study leave will not normally be allowed for subsequent retakes.

3.8 It is the applicant's responsibility to plan ahead and ensure this form is appropriately signed.

4. Study leave

4.1 Once funding has been approved, agreement on the amount of study leave allocated will be agreed. The amount of leave will depend on the course of study, and in some cases may be defined by the education provider.

4.2 Appendix B and C provide clarification of study leave applicable to differing levels of study.

4.3 Study leave may include:
- Up to one day per examination, agreed before the beginning of the course, subject to a maximum of three days in any one year.
- Up to half a day per week during the academic year may be agreed for correspondence courses.
• As a guide, staff studying under the Qualification and Credit Framework (QCF) should expect one day per month study leave, either to attend taught sessions, or to work on assignments (pro rata for part time staff).
• Staff who are in the dissertation phase of a programme may be granted up to five days for completion.

5. Repayment

5.1 Should a member of staff fail to complete a course of study, repayment of all costs incurred up to and including the current stage of training will be recovered.

5.2 Where repayment is required it will be recovered on a pro rata basis as set out in the procedure below.

5.3 Repayment can be required if:

• The employee withdraws from the course, fails to sit an examination or complete other requirements of the training within a reasonable period, unless there are extenuating circumstances.
• The employee fails to submit or participate in the required academic or practical assignments and therefore fails the module as a result.
• The employee leaves the CCG during the training.
• The employee leaves the CCG within two years of completing the training.
• The employee gives false information about their eligibility for funding.

5.4 Discretion to waive or reduce the requirement for repayment to take account of individual circumstances or service requirements will be made at Chief Officer Level.

5.5 If pressure of work is perceived to interfere with attendance or non-completion of a course, this should be discussed with the approving line manager at the earliest opportunity.

5.6 Recovery of course fees, travel and subsistence, examination fees and the cost of books will be included.

5.7 Repayment will not be required if:

• The employee is dismissed for capability or redundancy reasons or takes early retirement following a reorganisation.
• There are extenuating circumstances which have prevented completion of the course e.g. bereavement, long-term illness, extreme and unexpected demands of the business.

NB: Consideration will also be given, on a case by case basis, to waive the repayment of fees for staff moving on to another post within the NHS.

5.8 Expenses will be deducted from the final salary, or recovered by another method agreed with the Finance Department. Repayment can be scheduled
to take place over a period of time, not exceeding the period during which the expenses were incurred.

5.9 Appeals against any decision should be made to the Chief Operating Officer, the Chief Strategic Officer or the Chief Finance Officer.

5.10 Where repayment is required because the employee has not completed their training, all costs incurred up to and including the current stage will be recovered.

5.11 Where repayment is required because the employee has left after completing the training, costs will normally be recovered on a pro rata basis.

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<thead>
<tr>
<th>Notice given</th>
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<tr>
<td>Within first 11 months from completing training</td>
<td>100%</td>
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<tr>
<td>Between 12-17 months from completing training</td>
<td>50%</td>
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<tr>
<td>Between 18-24 months from completing training</td>
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6. Manager responsibility

6.1 Applications must be discussed with line managers. A signature and supporting rationale statement linking development to service needs is required. Applicants must state if they have applied for financial assistance from other sources and if so, how much funding is being granted from that source. Line managers should only support applications if there are adequate staffing levels during the period for which study leave is being sought and if the qualification is a requirement of the role. By signing the form (Appendix A), the manager is indicating both their approval and the fact that the applicant has a Personal Development Plan. No additional resources will be available to cover absence due to study leave.

6.2 Managers should clarify the allocation of study leave for the period of study, using the guidelines as set out in this document to inform the amount of leave agreed. There is an expectation that staff should both contribute to the cost of a programme of study, and use some of their own time for study, as outlined in the policy.

6.3 It is the line manager’s responsibility to support staff who are undertaking training by reviewing their progress with them on a regular basis, and identifying any problems at the earliest stage.

6.4 This should include reference to progress at regular supervision meetings. The outcome and benefit of the studies should be included in any discussions, as well as a focus on what was learned and how that can be applied in practice.
Training Agreement

For the recovery of professional and vocational training expenses

Name:
Job Title:
Pay reference number:
Directorate:

Training to be undertaken

Title of course/stage/subject and professional body (if appropriate):

Duration:
Location:

I hereby acknowledge the receipt of an estimate of the costs that the NHS Portsmouth Clinical Commissioning Group will meet on my behalf during the training.

I hereby agree with the NHS Portsmouth Clinical Commissioning Group (CCG) that:

1. The information about my attendance, progress and achievement during the course may be shared by the course provider with my employer.

2. I will repay any fees or expenses, paid by the CCG in respect of my taking part in the above training, if I fail without good reason to complete the requirements of the training within the agreed timescales.

3. If I leave the CCG within 2 years of completing the training, I will repay the fees and expenses on a pro rata basis as follows:

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4. If repayment of any sum is required, this will be discussed with my manager after notice has been given. It may be possible to arrange payment of any sum by instalment but the period of payment will not normally exceed the period during which the training costs were incurred.

5. Any repayment may be deducted from my salary, or if appropriate, the final salary or wages payment or recovered before my last day of service by another method agreed with the appropriate Chief Officer.
Appendix A

NOTE: The authorisation to attend the course is conditional upon you signing this form.

Signed (staff member):  
Date:  

Signed (manager):  
Date:  

Estimate of likely costs of Professional and Vocational Training

Name:  
Job Title:  
Department:  
Title of Course:  
Duration:  
Location:  

Total Cost of Course £___________________

Estimated Contribution by NHS Portsmouth Clinical Commissioning Group to Training Costs

£___________________  Expenditure Code:  

Estimated Contribution by Staff Member

£___________________
Appendix B

Study Leave Equity

- The working formula for the curriculum for Higher Education is 10 hours for each credit. Therefore a 20 credit module involves 200 hours of student effort/activity.
- The 200 hours are typically, but not always, made up of 30 hours of lectures and 170 hours of private study.
- The lectures can take place over a differing number of days/time periods. Thus it is better to consider each module individually as some may have all their contact time in a tight period of time and others over a period of several weeks.
- Private study, including Library visits may be built into the day at the University/College (i.e. around lectures or other contact time).
- It is reasonable for students to have some study time during working hours, but this should be balanced by study in their own time as well.
- Study time must be negotiated with managers and must be taken before the 'hand in date' of the assignment.
- Students should complete all modules and assignments.

Example: A 20 credit module may have 75 hours in work time and 125 hours in a student's own time.

A five day module has six hours of lectures each day

This is a total of 30 hours of contact time.
The student builds in another 1.5 hours of study on each of those 5 days (7.5 hours).
They take another 5 days (37.5 hours) of paid study time.
This would make up the 75 hours of work time.
They do the rest of their study (125 hours) in their own time.

A seven day module has three hours of lectures on two days, a practical day of five hours and an additional four days each with five hours of contact time.

This is a total of 31 hours contact time.
The student builds in 21.5 hours of study time into the 7 days.
They take another three days (22.5 hours) of paid hours study time.
This would make up the 75 hours of work time.
They do the rest of their study (125 hours) in their own time.
Appendix C

Guidelines for agreement of study and exam leave for Finance Qualifications
CCAB professional study is available through a variety of routes.

CIMA/ACCA/CIPFA
As a general principle, and due to the fact that the names of levels and papers change periodically, the general principle is that each paper will attract 5 Study Days and 1.5 Exam Days.

AAT (90 days for qualification)
- Foundation: 30 (total inc exams)
- Intermediate: 30 (total inc exams)
- Technician: 30 (total inc exams)

Note: Study Leave is to be pro-rata for part time employees