Logo, company name

Description automatically generatedEPM Model Policy and Application for Time Off for Training or Study

[School/Academy Name]

[Please note prior to adopting this policy you should:

* Ensure you have adapted it where necessary to fit the requirements of your School/Trust
* Follow your usual governance process to be approved by Governors/Trustees
* Follow your usual process to consult on new or amended HR policies with trade unions

If you are part of a multi-academy trust, please check with your Trust prior to adopting any new or amended policies.]

Policy Version Control

|  |  |  |  |
| --- | --- | --- | --- |
| Date | Version | Amendments/Comments | Reviewer/s |
| June 2024 | 1.2 | Representation at meeting and appeal clarification | ACA |
| July 2023 | 1.1 |  | AVW |
| June 2022 | 1.0 |  | AVW |

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EPM Model Policy and Application for Time Off for Training or Study

1. Terms of Reference
   1. For all employees employed by the Governing Body of [School/Academy].
   2. Definitions:

**Headteacher** also refers to any other title used to identify the Headteacher, where appropriate, or other senior manager delegated to deal with the matter by the Headteacher.

**Employee** refers to any employee, teaching and support, employed to work at the School.

**Companion** refers to a person chosen by the employee to accompany them, who shall be a trade union representative or a workplace colleague.

1. Introduction
   1. 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/Academy], and operational and budget considerations.
   2. 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.
2. Eligibility
   1. To be eligible to make a formal request under this policy you must:
   2. Be an employee\*;
   3. Have worked for us continuously for 26 weeks at the date your request is made;
   4. 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

1. Making a Formal Request
   1. To make a formal request under this policy you should submit the form at Appendix A to [insert job title].
   2. 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.
   3. 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.
   4. 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.

1. Formal Request: Meeting
   1. If necessary, the application will be discussed with you, usually within 28 days of receiving your formal request.
   2. The meeting will also be attended by [any other attendee]. You may bring a colleague or trade union representative to the meeting as a companion if you wish. Your companion will be entitled to speak during the meeting and confer privately with you but may not answer questions on your behalf. If for any unavoidable reason your chosen companion cannot attend the meeting, an alternative date within 5 working days of the scheduled meeting date should be proposed.
   3. In most cases, the meeting will be held at your usual place of work. However, we will ensure that the meeting is held at a time and place that is convenient to you.
2. Formal Request: Decision
   1. We will normally tell you about the decision in writing within 14 days of the meeting, unless it is agreed in writing to extend this time.
   2. Where we reject all or part of your request, we will write to you with the following information:
   3. Which part of the request is rejected;
   4. Which of the grounds for rejection set out below applies and why; and
   5. The appeal procedure
   6. We may reject your request for any of the following reasons:
   7. That the proposed study or training would not in our view improve your effectiveness at work and the performance of the [School/Academy];
   8. The burden of additional costs;
   9. Detrimental effect on ability to meet the demands of the [School/Academy] community;
   10. Inability to reorganise work among existing staff;
   11. Inability to recruit additional staff;
   12. Detrimental impact on quality;
   13. Detrimental impact on performance;
   14. Insufficiency of work during the periods that you propose to work;
   15. Planned structural changes.
3. Formal Request: Appeal
   1. You may appeal if we reject all or part of your request. Your appeal, at which you may be accompanied, must:
   2. Be in writing and dated;
   3. Set out the grounds of which you are appealing; and
   4. Be sent to [insert job title e.g., Headteacher/Clerk to Governors] within 5 working days of receipt of the written notice of our decision.
   5. An Appeal Meeting will be held as soon as possible and, in normal circumstances, within 5 working days after the receipt of the appeal. The outcome will also be confirmed in writing as soon as possible and usually within 5 working days of the meeting.
   6. 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.

1. Ongoing Requirements
   1. You must tell us in writing immediately if:
   2. You do not start the approved course for any reason (for example it is cancelled);
   3. You do not complete the approved course;
   4. You undertake (or wish to undertake) a different course of study or training;
   5. There are changes to the approved course, including changes to the timing or content of the course.
   6. The provision of any false information will be dealt with under our Disciplinary Procedure and could result in disciplinary action, which may include dismissal.

Appendix A

Application for Funding and/or Time Off for Training or to Undertake Study

Part A

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Employee |  | | Job Title |  |
| Course Title |  | | Course Provider |  |
| Course Dates (approximate if necessary) | |  | | |
| 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 or any previous applications | | |  |  |

Part B

|  |
| --- |
| Please tick as applicable: |
| A  I request that the Course fees are paid by the Governing Body of the [School/Academy].  The total Course fees are £\_\_\_\_\_\_\_\_\_\_\_. (Please attach a copy of the Course provider’s information on fees)  B  In the event that the [School/Academy] 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/Academy] 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:   1. If you cease employment before you attend the Course but the [School/Academy] has already incurred liability for the Costs, [100%] of the Costs that the [School/Academy] cannot recover from the learning provider shall be repaid; 2. If you cease employment between one and six months of commencing the Course, [80%] of the Costs shall be repaid; 3. If you cease employment between six and twelve months after commencing the Course, [50%] of the Costs shall be repaid; 4. 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/Academy] deducting the Costs from your final salary or any outstanding payments due to you and agreed 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/Academy], if directed by the Headteacher. |
| I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name) confirm that there will be no other additional expenses that will be incurred by [School/Academy] 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/Academy] remain the property of the [School/Academy] and must be returned on completion of thee Course or earlier if required. * The Headteacher 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 |  | | |

Part C

|  |  |  |  |
| --- | --- | --- | --- |
| Please tick as applicable: | | | |
| 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 part and which provides the opportunity of an appeal  C  the application is rejected. Please see the accompanying letter which sets out the reasons why the application has been rejected and which provides the opportunity of an appeal | | | |
| Signed Manager |  | Date |  |
| Print Name |  | | |