

PROFESSIONAL DEVELOPMENT SCHEME TO SUPPORT CAREER PROGRESSION

| THIS POLICY WAS | AUTUMN 2016 |
|---|----------------|
| APPROVED: | |
| THIS POLICY WILL BE REVIEWED: | AUTUMN 2019 |
| MEMBER OF STAFF WITH RESPONSIBILITY FOR REVIEW: | DIRECTOR OF HR |

<u>Professional Development Scheme to support Career Progression</u>

Guidance and Documentation

1. Principles

1.1 This scheme allows for staff to undertake training on a career-related course or similar development opportunity via salary sacrifice or a loan. If paid as a Salary Sacrifice then Anglian Learning pay the training provider's invoice directly and then reduce the employee's pay in instalments over an agreed period prior to the deduction of tax and national insurance. The Salary Sacrifice option can only be chosen until 6 April 2017 and any Salary Sacrifice agreements will terminate on 6 April 2018 and revert to a loan agreement, due to changes in legislation.

Alternatively, to support acquisition of training Anglian Learning will consider paying the training providers invoice directly and up front and then allowing the employee to pay an agreed sum by instalments.

1.2 Use of the scheme and especially any implications for the employee's availability for work are subject to agreement with their Principal.

2. Scope of the Scheme

- 2.1 The scheme is to be used to support an employee's career-related development and the outcome should align with the potential business needs of Anglian Learning. This means that employees can apply to use the scheme for development that furthers their own career (e.g. professional qualifications) but not to a career that is not relevant to Anglian Learning (e.g. beauty therapist). Under HMRC rules for Salary Sacrifice the training must be vocationally relevant.
- 2.2 When considering an application, the Principal should consider whether it supports the skills required by Anglian Learning and/or succession planning.
- 2.3 Invoices for course costs from training providers must be addressed to the relevant school within the Trust and be sent directly to the Finance Office who must arrange payment. HR will confirm the payment arrangements or the changes to the terms of their contract with the individual from commencement of the course.

3. Time off for Study

3.1 Salary sacrifice scheme and loans applies to the payment of tuition fees. It is at the discretion of the Principal as to whether any time off for study can be given or whether any short term adjustments to the working pattern can be made to facilitate the study. These should follow the guidance in the Discretionary Leave Policy for the Trust and be implemented in a fair and consistent manner.

4. Selection Criteria

4.1 If an opportunity arises that a number of staff might be interested in, the relevant Principal must ensure that the method of selection complies with the Trust's policy on Equality.

<u>Anglian Learning Professional Development Scheme to support career development – the process of application</u>

An employee informs their line manager that they wish to pursue a relevant training course that is career based and meets the criteria outlined in this scheme. The line manager discusses the relevance of the course to their role and whether any additional support required is likely to be possible. Please be aware that the expectation will usually be that the employee can attend the course in their own time. The employee then applies to the Principal for the Scheme using the form below.



The Scheme application is approved by the Principal and sent to HR who will confirm receipt of the application, assess the application in accordance with the eligibility checklist, and inform the payroll providers. HR will issue a 'confirmation' letter to the employee which can be used for admissions to the training provider.



The employee will make arrangements with their Line Manager to attend the training. If this involves time during normal contractual hours then this needs to have been either requested and approved under the discretionary leave policy or have been detailed and approved within the Learning Agreement below as part of the initial request.

The employee can now enrol with training provider who issues an invoice to the school, sent directly to the Finance Office who arranges payment. Invoices to individuals will not be processed – the invoice must be to the school that the member of staff works at to comply with the rules of this scheme.



The employees salary is adjusted (cost averaged over yearly salary and adjusted per month (e.g. £1,500 training cost, average per month = £125.00) NB. If candidates leave the course (drop out) they may be liable for the full cost subject to reimbursements from the training provider, in any event Anglian Learning will seek full reimbursement from the individual employee. Anglian Learning may make a contribution to the cost of training where the Trust feels that the training is of significant value. Where a contribution is

made there will be a requirement for the member of staff to continue to work for Anglian Trust for 2 years following the date of the completion of the training in order to retain the contribution.

If the staff member voluntarily terminates his/her employment with Anglian Learning within two (2) years following the date of the completion of the training, the employee agrees to reimburse Anglian Learning the contribution towards the cost of the training incurred by the school as determined by the schedule shown below.

| NUMBER OF MONTHS OF SERVICE | |
|-----------------------------|---------------|
| FROM THE COMPLETION | |
| DATE OF TRAINING: | REIMBURSEMENT |
| MONTHS 1-6 | 100% |
| MONTHS 6-12 | 75% |
| MONTHS 12-18 | 50% |
| MONTHS 18-24 | 25% |

| Application for Career Development Scheme | | |
|---|---|--|
| Employees full name: | | |
| | | |
| Address: | | |
| | | |
| | | |
| | | |
| Personal e:mail: | | |
| Mobile/Home Tel no: | | |
| School Employed at: | | |
| Job title: | | |
| Employee payroll number: | | |
| Work tel no: | | |
| Work Email: | | |
| | | |
| Course title: | | |
| | | |
| University / College (Training | | |
| Provider): | | |
| Training Provider Address: | | |
| | | |
| | | |
| | | |
| Length of course: | | |
| Cost of course: | | |
| Proposed start date: | | |
| Proposed finish date: | | |
| How the training will benefit Anglian | Learning: | |
| Tion the truining will beliefle Anglian | Lourning. | |
| | | |
| Any additional request for support in | n order to complete the training: | |
| Any additional requestror support in | n order to complete the training. | |
| | | |
| Application as a Salary Sacrifice (un | til 6 April 2017) | |
| 7 ppriodition as a salary sustaines (an | 07 p 2017) | |
| OR | | |
| | | |
| Application as a Loan | | |
| A salam casarifica bannana cuban an a | ampleyee gives up the right to receive part of the each | |

A salary sacrifice happens when an employee gives up the right to receive part of the cash pay due under his or her contract of employment. Usually the sacrifice is made in return for the employer's agreement to provide the employee with some form of non-cash benefit. The 'sacrifice' is achieved by varying the employee's terms and conditions of employment relating to pay. Salary sacrifice is a matter of employment law, not tax law. Where an employee agrees to a salary sacrifice in return for a non-cash benefit, they give up their contractual right to future cash remuneration.

The offer of the salary sacrifice and/financial support is made on a course by course basis and on the needs of the Trust. Please be aware that funding is not guaranteed for future courses

of a similar nature.

For the period during which your gross pay is reduced, as a result of the salary sacrifice arrangement, your pensionable pay will also be reduced. If this occurs during the years up to your date of leaving or retiring the pensionable pay used in the calculation of benefits will be reduced.

When taking out a salary sacrifice arrangement you will need to consider whether you are likely to leave or retire, either during the period while the arrangement is in place, or shortly after it ceases. If you will not continue in employment for at least 12 months after the end of the salary sacrifice arrangement your pensionable pay may be reduced.

If the pay we use to work out your pension benefits is reduced, it will mean that all of your benefits will be reduced which will include your pension, lump sum retirement grant, spouse's or partner's pension plus any lump sum death grant.

If you are planning on retiring or leaving within the next year, and are a member of the LGPS, this scheme is probably not for you. You should also bear in mind that unexpected events e.g. ill health or forced move can occur during the salary sacrifice period and may have a detrimental effect on pension benefits.

Salary Sacrifice schemes may effect the amount of benefits that you are entitled to (eg Working Family Tax Credits, Maternity Allowance, Incapacity Benefit). Should you be in receipt of benefits please seek further advice.

NB

Should the candidate drop out of the proposed course, Anglian Learning will be required to recoup any monies paid to the training organisation from the applicant. It is the duty of the employee to notify their Line Manager f they drop out of the course.

Total Amount of Salary Sacrificed applied for:

Monthly Adjustment requested (you must still receive the minimum wage)

Dates you would like to have the From: salary sacrifice To:

I have read and understand the process and the implications of salary sacrifice on my salary and pension (if applicable); and wish to apply for the scheme. I understand that should I leave employment with Anglian Learning or I do not complete the course then any outstanding monies will be recovered from my net pay.

| FULL NAME: | |
|------------|--|
| Signed: | |
| Date: | |

| Principal Name: |
|--|
| Signature: |
| |
| For administration purposes only (to be completed by Anglian Learning: |
| Date received by HR (confirmation of receipt sent): |
| Date response letter issued to individual: |
| Date individual finalised agreement: |
| Date payroll provider informed: |

Template letter confirming approval

Dear

Further to your application for to participate in our Professional Development scheme, I can confirm that your request has been approved.

[I have considered very carefully the benefits that you detailed in your application form to Anglian Learning and the Trust has agreed to offer a contribution towards the training costs of £XXX. This has been factored into the **salary sacrifice/loan** payments below. Please be aware that under the terms of the agreement should you leave within two years of completion, the whole or a proportion of the contribution will need to be repaid to the Trust.]

The details of the Salary Sacrifice/Loan are as follows:

Course Title:

Training Provider:

Total Salary Sacrifice/Loan:

Monthly Salary Sacrifice/Repayment

Pay Period for deductions:

As part of your application you requested that you needed the following support in order to complete the course:

This has been granted/We are unable to grant this due to the following reasons:

[If Salary Sacrifice:]

This is a change to your terms and conditions and therefore could you please confirm that you wish to accept the above proposal by signing the reply slip and returning it to HR.

[If Loan]

This is an agreement to repay the cost of the training. Should you choose to resign your employment with Anglian Learning prior to full repayment having been made then Anglian Learning may deduct the remaining monies owed from your final month's pay.

Yours sincerely

Principal

| Course Title: | |
|------------------------------------|------|
| Training Provider: | |
| Total Salary Sacrifice/Loan: | |
| Monthly Salary Sacrifice/Repayment | |
| Pay Period for deductions: | |
| Employee Signature | Date |
| Employee Name | |

I would like to confirm acceptance of the following changes to my terms and conditions of employment and to make the following **salary sacrifice/loan** payments: