

LEARNING AGREEMENT FOR PROFESSIONAL/PERSONAL DEVELOPMENT

1.1.1 "The Learner" shall hereinafter refer to the named signatory of the agreement.

1.1.2 For the purpose of this agreement: 'reasonable period of time', 'acceptable justification' and 'satisfactory progress' is to be determined at the discretion of the Assistant Director of HR and the supporting line manager. Any decisions will consider reasonableness, practicability, and relevant mitigating circumstances.

1. The Learner hereby agrees to repay Essex County Fire and Rescue Service (ECFRS) a proportion of the value of the financial assistance received set out in paragraph 2 in the event they fulfil one or more of the criteria in subsections a-d. Namely, the Learner:
 - a. Leaves ECFRS within two years of the date the specified activity completed, except due to redundancy or ill health retirement or the end of a fixed term contract.
 - b. Fails to complete the entire activity, without good reason or within a reasonable period.
 - c. Discontinues the course without good reason.
 - d. The Learner agrees to re-pay the value of the financial assistance they received, with the following proportionate reductions applying as follows:
 - a. 100% of the value if they cease employment during the course or within 6 months of completing the course.
 - b. 100% of the value in the event of fulfilling any criteria in 1b, 1c,
 - c. 75% of the value if they cease employment between 6 months and 12 months of completing the course.
 - d. 50% of the value if they cease employment between 12 months and 18 months of completing the course.
 - e. 25% of the value if they cease employment between 18 months and 24 months of completing the course.
 2. The Learner agrees and understands the Director of People Services will be the final arbiter in determining any monies to be repaid under this agreement.
 3. The Employee agrees that ECFRS may deduct from their salary those monies liable to be refunded in accordance with Condition 1 and 2 above unless alternative repayment arrangements have been agreed.
 4. Any textbooks or other equipment funded by ECFRS are and will remain the property of ECFRS.
 5. ECFRS will recover monies granted in circumstances referred to in clause 1.a. – 1.c of this agreement including if the Learner is dismissed from their duties by reason of misconduct.
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Learner's Statement

i. Course Title:

1.1.3 Start date: End date:

1.1.4 Provider:

1.1.5 Course Fee:

ii. Employee's name (please print):

1.1.6 Employee's signature: Date:

Manager's details

1.1.7 I have read and understood the terms and conditions detailed in this form and support this application. I will support the employee to ensure they are given the time required to complete the course and any subsequent time needed for self-directed learning or assignments.

Line manager's name (please print):

Line manager's signature: Date:

This document forms a legally binding contract between the Service and the employee. When this form is completed, please return it to the Learning and Development Team who will arrange to book the course.

