

Appendix 2: Career Grade Training Agreement



TRAINING AGREEMENT between Cumbria County Council (“the Council”, and (“the employee”).

This is an Agreement between:

- (1) Cumbria County Council of Cumbria House, 107-117 Botchergate, Carlisle CA1 1RD (referred to as the “Council”); and
- (2) [*Employee’s name*] of [*Employee’s address*] (referred to as “You” or “Your”).

1. Terms of the Career Grade Appointment

- a. Pursuant to Your Contract of Employment dated [date], You are offered employment as a [insert job title] (Your “Role”) working in XXXXX [Service Area]. Your employment with the Council will commence in the career grade on XXXXXXXX (“Commencement Date”).
- b. The Council has determined that you have been appointed to a “career grade” which enables progression to a specific role without applying the normal recruitment procedures.
- c. The purpose of this Career Grade is to support you through the necessary training and work based experience in order to acquire the qualifications, skills and competencies to undertake the role of XXXXXX.
- d. The Council agrees that provided you have been assessed by the relevant manager as meeting all the qualification, skill and competency requirements, you will progress to the next level of the role / career grade until you reach the job to be filled.
- e. Where the structure of the service changes (i.e. reshaping) and the career grade can no longer be justified you will be consulted and offered suitable alternative employment where possible.

2. Terms relating to Learning & Development

- a. This appointment is offered to a job which has X linked levels and grades in order to enable you to acquire the relevant qualifications, skills and competencies by providing you with the appropriate learning and development necessary. The end result is to enable you to successfully undertake the duties and responsibilities at the highest level role within the career grade which is XXXXXX.
- b. You will be required to successfully achieve XXXXXXXXXXXX as detailed in the Assessment Record and progression will be dependent on meeting the criteria detailed in the Appendix to this document.
- c. Your employment may be terminated if you fail to achieve the required levels of qualification, skill and competency.
- d. You agree to:
 - ✓ Attend all training days / sessions / tutorials / reviews etc. unless you have authorised absence e.g. maternity/special leave or are unfit to work, in which case normal reporting requirements and the provisions of the absence management procedure will apply
 - ✓ Attend for work when not required on any learning and development course / activity (unless on authorised absence).
 - ✓ Undertake work at a level equivalent to the requirements of the job at the appropriate assessed level.
 - ✓ Commit to meeting all qualification / course requirements including deadlines for assignments, submission of work, thesis, dissertations and attendance at exams, etc.
 - ✓ Pass each module / stage of any formal qualification course.
 - ✓ Information relating to your attendance; behaviours; progress and any concerns which may affect the successful completion of the qualification, being shared where appropriate between the training provider; your manager/mentor and the Learning and Skills team.
 - ✓ Commit to working for Cumbria County Council during any formal training period and for a minimum period of 3 years after successful completion and achievement of the qualification and other necessary competency standards and achieving the final career grade.
 - ✓ Identify your particular learning and development needs, address weaknesses and meet the relevant competencies identified at each stage in order to progress to the next level.

- ✓ Keep a record / documentary evidence of the new qualification, skill or competency acquired after each learning event / activity.
- ✓ Present information in a logical order linked to the criteria for progression. (Where professional bodies require evidence of Continuing Professional Development (CPD) then the portfolio should also link to those standards).

e. The Council agrees to:

- ✓ Pay the Training Costs which are: Learning and Development / costs including provider fees where agreed and necessary expenses incurred travel and subsistence expenses in accordance with the Council's policy and procedures and approved by the Manager.
- ✓ Identify a manager or mentor who will organise and provide relevant work duties, work based practice / experience and learning and development activities to support the achievement of essential skills, qualifications and competencies for the posts at the relevant level.
- ✓ Allow appropriate study leave when undertaking a qualification course, in accordance with national guidance and the Council's policy / procedures.

3. Repayment Terms

Except in the circumstances set out in Clause e) below, You shall repay the Training costs to the Council as follows:

- a) if You cease employment with the Council or move to another role in the Council that is not specified in your career grade **within 12 months** of Your Commencement Date, 100% of the Training costs shall be repaid;
- b) if You cease employment with the Council or move to another role or area in the Council that is not specified in your career grade **more than 12 months** but **not more than 18 months** of Your Commencement Date, 75% of the Training costs shall be repaid;
- c) if You cease employment with the Council or move to another role or area in the Council that is not specified in your career grade **more than 18 months** but **not more than 24 months** of Your Commencement Date, 50% of the Training costs shall be repaid;
- d) If You cease employment with the Council or move to another role or area in the Council that is not specified in your career grade **more than 24 months** but **not more than 36 months** of Your Commencement Date, 25% of the Training costs shall be repaid.
- e) You agree to the Council deducting the sums under this Agreement from your salary (including final salary) or any outstanding payments due to you. Any outstanding balance must be repaid to the Council within 3 months from the date of termination of employment.

- f) You shall not be required to repay the Training costs under Clause 3 above if:
- i. You move to another Cumbria County Council role and which is within the same service area and the relevant Assistant Director agrees the training is a relevant qualification / skill.
 - ii. the Council terminates Your employment by reason of redundancy.
 - iii. You terminate your employment in response to an act which is found to be a fundamental breach by the Council.

4. Failure to pass any stage

Failure to pass the qualification(s), each L & D activity and / or probation or year-end assessments will be considered by the relevant manager. Where the Council considers legitimate reasons exist, the Council may provide relevant timed support where possible and appropriate.

If the issue is capability or no legitimate reason(s) exists, failure to pass stages or assessments will be considered using the Capability or Disciplinary procedure and may ultimately result in your employment being terminated by giving the notice as set out in your contract of employment.

5. Progression to posts within the Career Grade

Provided you successfully complete and obtain the skill, qualifications and competencies required subject to a continued vacancy of the post you will progress to the next level of job within the career grade.

Upon successful completion and achievement of the highest level a new contract of employment for the relevant job will be given and the career grade will end.

6. Your Signed Agreement

Please indicate your acceptance of the terms set out in this Agreement by signing two copies and returning them to Your Manager for signature. Your Manager will forward one copy to the Service Centre for retention with Your signed contract of employment and return one copy to You.

I agree to the above terms, including the repayment terms, set out above

..... **[Employee's name]**

..... **[date]**

..... **[Manager's name]**

Manager, signed for and on behalf of the Council

..... **[date]**