**EDUCATIONAL ASSISTANCE POLICY**

This template policy is intended to assist member businesses develop their own workplace policy. The following information should be used as a guide only. Any wording changes, other than those to insert a business name, may change the context, meaning or purpose of the policy. We recommend you receive advice from the Victorian Chamber of Commerce and Industry prior to making such changes.

## Contacting the Victorian Chamber of Commerce and Industry

The Victorian Chamber’s team of experienced workplace relations advisors can assist members with a range of employment, human resources and industrial relations issues.

Our experienced workplace relations consultants can also provide assistance to both members and non-members on a range of more complex matters for a fee-for-service. The consultants can, among other things, provide training to employees, conduct investigations and provide representation at proceedings at the Fair Work Commission.

For assistance or more information, please contact the Workplace Relations Advice Line on (03) 8662 5222.

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# EDUCATIONAL ASSISTANCE POLICY

## 1. PURPOSE OF POLICY

**[INSERT COMPANY NAME]** (‘**[INSERT COMPANY NAME]**’) recognises that appropriate continual learning can be valuable for the development and welfare of its employees. Appropriate education can contribute to the quality and competence of employees and in turn increase further the productivity and success of **[INSERT COMPANY NAME]**’s business.

The objective of this Policy is to outline the assistance **[INSERT COMPANY NAME]** may provide to employees who wish to undertake relevant continuing education courses with **[INSERT COMPANY NAME]**’s approval. This Policy covers both the financial assistance and assistance with working arrangements, which may be provided by **[INSERT COMPANY NAME]**, to assist employees balance the demands of work and further studies.

## 2. APPLICATION OF POLICY

This Policy applies to employees who wish to undertake further education courses, who meet the eligibility requirements listed below. This Policy does not form part of any employee’s contract of employment.

## 3. COMMENCEMENT OF POLICY

This Policy will commence from **[INSERT DATE]**. It replaces all other Education Assistance Policies of **[INSERT COMPANY NAME]** (whether written or not). This Policy may at **[INSERT COMPANY NAME]**’s absolute discretion, apply to employees who have already commenced a relevant course of study prior to **[INSERT DATE]**.

## 4. DEFINITIONS

Education: includes, but is not limited to, further part-time and distance learning education courses leading to the award of a recognised academic or vocational qualification, from a recognised educational institution.

## 5. PROVISION OF ASSISTANCE

**[INSERT COMPANY NAME]** may, at its absolute discretion, provide assistance to employees to complete education courses where:

* + 1. the proposed educational course is relevant to **[INSERT COMPANY NAME]**’s business requirements;
    2. the proposed course is relevant to the employee’s career development with **[INSERT COMPANY NAME]**; and
    3. the employee has consistently demonstrated a satisfactory or above average job performance.

## 6. ELIGIBILITY

Employees will be eligible to apply for educational assistance where:

* + 1. the employee has been employed by **[INSERT COMPANY NAME]** for a minimum period of 12 months, prior to commencing the course of study; and
    2. the course directly relates to the employee’s current/prospective job description and responsibilities with **[INSERT COMPANY NAME]**.

## 7. APPLICATION PROCESS AND TERMS OF ASSISTANCE

Employees must make a written application for educational assistance prior to enrolment in the relevant educational course.

Written applications should include the following details:

* + 1. course name;
    2. type of qualification being pursued;
    3. the name of the educational institution in which the course will be undertaken;
    4. the duration of the course, indicating whether it will be completed on a part-time, full-time or by distance learning basis;
    5. a list of the course subjects and a summary of the contents of each course;
    6. where the employee has already completed some components of the course, a list of the subjects already completed and evidence of the grading received for each completed subject;
    7. a list of the prescribed reading materials (textbooks/resources etc);
    8. an itemised list of the costs involved in completing the course (eg course fees and other expenses expected to be incurred such as textbooks, travel time etc) and evidence to confirm these costs;
    9. an explanation of how the course of study directly relates to the employee’s current/prospective job description and responsibilities and how it will contribute to the employee’s career development; and
    10. an explanation of how the course of study is relevant to the business objectives of **[INSERT COMPANY NAME]**.

## 8. APPROVAL PROCESS AND TERMS OF ASSISTANCE

Once an application has been received, the **[INSERT JOB POSITION]** will advise in writing, whether **[INSERT COMPANY NAME]** will provide educational assistance, in what form this assistance will be provided, and over what period of time. For example, **[INSERT COMPANY NAME]** may choose to provide assistance on a term by term basis.

Any assistance provided is at the absolute discretion of **[INSERT COMPANY NAME]** and may be withdrawn at the end of the specified approved period without additional assistance being provided. As such, employees should bear this in mind prior to enrolling in an education course.

The employee will be required to incur all education costs upfront and **[INSERT COMPANY NAME]** will reimburse those approved expenses provided the employee has satisfied all other requirements. The provision of assistance is also conditional upon the following:

* + 1. the employee passing the relevant units/subject for which assistance has been approved and provides evidence to **[INSERT COMPANY NAME]**’s satisfaction of this;
    2. the employee has, during the course of study, consistently maintained a satisfactory standard or above in their work performance;
    3. the employee is still employed by **[INSERT COMPANY NAME]**, at the completion of the relevant course units/subject for which assistance has been approved; and
    4. the employee agreeing to repay the financial assistance provided in the circumstances listed below.

Retrospective assistance will not be granted to an employee. This means that applications for financial assistance made after the completion of a course will not be accepted. An employee must make an application in writing, notifying **[INSERT COMPANY NAME]** prior to enrolment in the course.

Approval for educational assistance is valid for a maximum period of 12 months. Employees must re-apply at the end of the approval period, prior to re-enrolling in an education course. Continuation of assistance is subject to the satisfactory completion of course units in the prior approval period and the additional criteria listed above.

## 9. REPAYMENT OF EDUCATIONAL ASSISTANCE COSTS

Where an employee ceases to be engaged by **[INSERT COMPANY NAME]** for any reason:

* + 1. while completing the education course; or
    2. within 2 years of completion of the education course or part thereof, for any part of a course that the employee has been reimbursed or had the fees otherwise paid by or on behalf of **[INSERT COMPANY NAME]**,

the employee will be required to repay to **[INSERT COMPANY NAME]** as a debt, in accordance with the following scale, all relevant financial assistance provided by **[INSERT COMPANY NAME]** in connection with the education course:

* + 1. up to 12 months from the date of the relevant reimbursement date — 100% of the costs reimbursed by **[INSERT COMPANY NAME]**;
    2. from 12 months to 18 months from the date of the relevant reimbursement date — 50% of the costs reimbursed by **[INSERT COMPANY NAME]**;
    3. from 18 months to 24 months from the date of the relevant reimbursement date — 25% of the costs reimbursed by **[INSERT COMPANY NAME]**.

If **[INSERT COMPANY NAME]** has paid any education costs on behalf of an employee in advance and, the employee commences but later withdraws from the education course, the employee agrees to immediately repay to **[INSERT COMPANY NAME]** the education costs which have been paid by **[INSERT COMPANY NAME].**

The employee agrees, that any debt that the employee is due to repay to **[INSERT COMPANY NAME]**, may be deducted from any monies owed to the employee by **[INSERT COMPANY NAME]** on the date of termination of their employment. If no such monies are owed to the employee, the employee agrees to repay the debt immediately.

## 10. TYPES OF ASSISTANCE AVAILABLE

**[INSERT COMPANY NAME]** aims to make continuing education more expedient and/or less costly for its employees. The following forms of assistance may be provided in **[INSERT COMPANY NAME]**’s absolute discretion.

## 11. STUDY LEAVE

A full time employee may be eligible for up to **[ADD NUMBER OF DAYS]** of study leave per annum. The quantum of leave will be proportionate for those employees who are employed on a part-time basis and for employees whose education course is for a period of less than 12 months. Study leave is not cumulative, meaning that any untaken study leave will not carry over year to year. Nor will study leave be paid out on the termination of an employee’s employment.

Applications for study leave must be made in accordance with the leave policy of **[INSERT COMPANY NAME]**. Applications should be made as soon as practical upon notification of assessment dates. Study leave is provided at **[INSERT COMPANY NAME]**’s absolute discretion. Failure to give adequate notice to **[INSERT COMPANY NAME]**, without reasonable excuse, may result in the refusal of an application for a period of study leave. **[INSERT COMPANY NAME]** will not be able to provide study leave at times when it is not convenient for the business.

Unpaid study leave may be granted at the absolute discretion of **[INSERT COMPANY NAME]**.

## 12. FINANCIAL

Fees for approved education courses are reimbursed to relevant employees (who are still in **[INSERT COMPANY NAME]**’s employ) at the end of each semester (or unit of study) upon provision of evidence of successful completion, including a copy of the employee’s academic transcript and demonstration of satisfactory or above average work performance. Other approved expenses, such as purchase of required textbooks and other required resources, may be reimbursed by **[INSERT COMPANY NAME]** upon the relevant employee meeting the same requirements and in addition, by providing evidence of purchase (such as purchase receipts).

Employees will only be able to claim reimbursement for subjects/course units successfully completed and for reasonable expenses actually incurred.

Reimbursement will take place by electronic fund transfer (EFT) unless otherwise agreed. Financial assistance is limited to **[INSERT AMOUNT PER ANNUM]** (inclusive of GST) for each employee.

## 13. VARIATIONS

**[INSERT COMPANY NAME]** reserves the right to vary, replace or terminate this policy from time to time.

## Associated Documents

* **[INSERT OTHER POLICIES WHICH APPLY]**

## Policy version and revision information

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| --- | --- |
| Policy Authorised by: **[ADD NAME]**  Title: HR MANAGER | Original issue: **[INSERT DATE]** |
| Policy Maintained by: **[ADD NAME]**  Title: **[ADD TITLE]** | Current version: VERSION 1 |
| Review date: **[INSERT DATE]** |  |

WORKPLACE PARTICIPANT ACKNOWLEDGEMENT

I acknowledge:

* receiving the BUSINESS NAME Policy;
* that I will comply with the Policy; and
* that there may be disciplinary consequences if I fail to comply, which may result in the termination of my employment.

|  |  |
| --- | --- |
| Your name: |  |
| Signed: |  |
| Date: |  |