



Paid Educational Leave Scheme

UNIVERSITY OF TWENTE.

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I Definition of terms

Article 1

The following terms and definitions apply to these regulations:

- a. university: the University of Twente.
- b. employee: a person in the employment of the University, with the exception of student employees, i.e. students who are registered as such at the University and who carry out work for the University.
- c. educational leave: special leave in the form of a maximum of three months' paid leave, based on an educational plan that is expected to have a positive effect on the employee's performance or improve his or her career opportunities.
- d. educational plan: plan that has been approved by the management of the employee's unit and that serves as the basis for the requested educational leave.
- e. manager: the person who is responsible for managing a unit in accordance with the university's Executive and Management regulations.
- f. unit: an administrative unit as described in the university's Management and Administration Regulations.

II Entitlement to leave and allowance

Article 2

- 1. Every employee who has a term of service at the university of five years or more is entitled to educational leave.
- 2. Educational leave can only be taken once during a period of five years.
- 3. The employee who, during a period of five years, was already eligible for an exchange/educational leave via grants such as Erasmus+, ECIU, etc. is considered to have cashed in on his or her educational leave.
- 4. The duration of the educational leave may be no more than three consecutive months. It is possible to take leave for a certain amount of time during your regular working hours, during the day, during the week or during the month. In the event of partial educational leave, this is calculated as full-time equivalents.

Article 3

- 1. The educational leave request must be submitted to the manager at least three months before commencement of the leave period.
- 2. The request must include the educational plan, the dates for the desired period of leave and a budget to be discussed and agreed with the employee's immediate supervisor.
- 3. In the event that the employee and the supervisor cannot agree on the information outlined in paragraph 2, then the manager will decide.
- 4. The manager may, in consultation with the employee and with the inclusion of specific reasons, make amendments to the manner in which the educational leave is taken, to the contents of the educational plan and/or to the funding of the educational plan.
- 5. The manager will inform the employee of his decision in writing within 6 weeks of receiving the request as intended in paragraph 1.

Article 4

The manager may award the employee who has been granted educational leave funding in the amount of no more than €2500 per period of leave. In the event that it is strictly necessary for the employee to take the educational leave abroad, then funding in the amount of no more than €5000 may be provided.

III Conditions

Article 5

1. The employee who has been granted educational leave is required to submit a written report to the manager within two months of the end of the period of leave.
2. The manager can set rules with regard to the contents of the report mentioned in paragraph 1.

Article 6

1. In the event that the employee resigns within two years after the end of the period of special leave, or his or her employment is terminated due to circumstances for which he or she is at fault, then the employee will be required to repay all or part of the costs associated with the leave.
2. The repayment requirement will be limited to 1/24th of the costs for each month that is missing from the term mentioned in paragraph 1.
3. The costs, as intended in paragraph 1, shall include the costs of the facilities made available to the employee up to a maximum of €2500 or €5000 respectively.

IV Hardship and final clause

Article 7

1. In cases that these regulations do not provide for or that have a manifestly unreasonable effect, the Director of Human Resources will decide on behalf of the Executive Board.
2. These regulations enter into force on 31 December 2019.

Explanatory notes to the University of Twente's educational leave scheme

Introduction, general

The University of Twente defines educational leave as paid leave subject to certain conditions. Educational leave is intended for employees who wish to take part in educational programmes or courses to stay up to date on developments in their field, gain additional expertise or specialist knowledge, or exchange knowledge with other experts in their field. The scheme applies to all university employees including academic staff, support staff and management staff.

Educational leave is always based on a plan that is drawn up in close consultation with the management of the employee's unit. The plan must clearly show that the requested educational leave will have a positive effect on the employee's performance and must also be relevant to the work performed in the employee's unit. The plan must be approved by the manager.

Explanatory notes by article

Article 2

paragraphs 1 and 2

Only employees with a permanent employment contract and a term of service at the university of five years become entitled to educational leave.

In the event that an employee uses the option for paid educational leave, then he or she must accrue a new term of service of five years after the end of the educational leave before he or she becomes eligible again, in accordance with the rules outlined in this scheme.

paragraph 3

The existing options for exchange and educational leave (via grants such as Erasmus+ and ECIU) will not be affected by this scheme for paid educational leave. The Executive Board deems it reasonable that employees who make use of this scheme will not be able to make use of the option for educational leave again based on this scheme.

paragraph 4

The maximum period of leave is in principle no more than three months. A longer period of leave may be discussed for employees with a term of service of more than five years. However, this is not an entitlement. Of course the period of leave may also be shorter than the three months previously mentioned.

This scheme makes it possible to take leave during scheduled parts of a regular working day, week or month. For this type of partial educational leave, the leave will be calculated in accordance with the regular working hours as determined in the employee's contract. This flexible leave offers the option of making full use of the programmes and courses available that take place during scheduled mornings or afternoons per week or month.

Article 3

paragraph 1

The Executive Board has authorised managers to grant educational leave to their employees. The notification period allows the unit in question to make any arrangements for the temporary replacement of the employee in question or take any other organisational measures.

paragraphs 2 and 3

As a result of the funding that may be awarded for any additional expenses (see Article 4), the employee is required to submit, with their request for educational leave, a budget that clearly states any additional expenses with regard to the educational programme, travel and accommodation expenses and equipment costs. The manager bases the decision on whether or not to provide funding for the period of leave partly on this budget and determines the amount of funding to be provided. Article 4 of this scheme is taken into account in the decision-making process.

In connection with any organisational circumstances at the university, it may be possible that the desired term of leave is in conflict with the interests of the organisation. In the event that the employee and the immediate supervisor are unable to agree on this matter, then the decision will be made by the manager after taking all arguments and both points of view into account.

Article 4

During the period of leave, the employee remains entitled to his or her full salary. Any additional costs associated with a course or programme, travel and accommodation costs, or equipment costs can be claimed for an amount of up to €2500 per person per period of leave. This amount may be raised up to €5000 if the leave is mainly taken abroad.

Article 5

paragraph 2

It is recommended that the manager, after consulting the immediate supervisor, adds at least some points for consideration to the special leave report.

Article 6

paragraphs 1 and 2

Due to the fact that granting leave constitutes a clear benefit to the organisation, it may reasonably be assumed that the expense allowance can be reclaimed in specific cases. The repayment regulations form less of a burden due to the accrued earning scheme mentioned in paragraph 2.

paragraph 3

Salary expenses and expenses related to the potential temporary replacement of the employee in question will not be taken into account.

Article 7

In the event that in individual cases the application of the scheme proves unfair or unreasonable, then the board may decide in derogation of the scheme to apply the hardship clause for the benefit of the employee in question.

This translation is meant as a service to non-Dutch speaking employees of the UT. However, in case of a difference of interpretation, these translations cannot be used for legal purposes. In those cases the Dutch text is binding.