

Section: PS 901-2

Education Leave Agreement

Last revised: October 1999
Last reviewed: October 1999
Next review:

This agreement is made in duplicate the _____ day of _____ A.D., 20____.

Between: HIS MAJESTY THE KING in right of the Province of Saskatchewan, as represented by the

Deputy Minister of _____,
(hereinafter called the "Province")

OF THE FIRST PART

and _____ of _____
in the Province of Saskatchewan. (hereinafter called the "Applicant")

OF THE SECOND PART

THE PARTIES AGREE:

1. Education Leave Assistance

- 1.1 The Province agrees to grant education leave assistance to the Applicant and the Applicant hereby agrees to accept education leave assistance subject to the terms and conditions respecting education leave set forth in this Agreement and in *The Public Service Regulations*.
- 1.2 The Province agrees to pay to the Applicant monthly education leave assistance in the amount of \$_____.
- 1.3 The Province agrees to pay the Applicant for the cost, or any portion thereof, of travel, tuition and other registration related expenses, books and other required materials, and examination fees which shall not exceed the sum of \$_____.
- 1.4 The purpose in respect of which education leave assistance is granted and accepted is to attend the and there take the following course of study:

2. Course Completion

- 2.1 The Applicant agrees and consents to the disclosure to the Province by the educational institution of information relating to the Applicant's attendance at and successful completion of the education.

3. Return of Service Obligation

- 3.1 The Applicant agrees to faithfully pursue the course of study and to return to the employ of the Province commencing immediately upon expiration of the term of this Agreement and render a minimum service of _____ full consecutive calendar months.
- 3.2 The Applicant agrees to accept the position and location within the public service assigned to him/her upon expiration of the term of this Agreement.

4. Term

- 4.1 The period in respect of which education leave assistance is granted and accepted is from the _____ day of _____ A.D., 20_____ and ending on the _____ day of _____ A.D., 20_____.

5. Eligibility for Other Remuneration

- 5.1 The Applicant shall not be eligible to receive any stipend, salary, honorarium, scholarship, fellowship or any other form of remuneration except with the express written approval of the department's permanent head and/or designate.
- 5.2 The Applicant shall not be entitled to any adjustment in his or her salary during the period commencing on the start of the leave and ending on the day the leave is completed.

6. Termination

- 6.1 If the Applicant fails to successfully complete the course of studies described in paragraph 1.4, or it becomes apparent to the Province that the Applicant will not successfully complete the course of _____ studies, this Agreement, notwithstanding paragraph 3, may be terminated by the Province.

7. Repayment of Assistance

- 7.1 If the Province terminates this Agreement pursuant to paragraph 6.1, the Applicant hereby agrees to repay forthwith to the Province all financial assistance provided.
- 7.2 The Applicant agrees that if he/she fails to complete the service obligation as set out in paragraph 3.1, he/she shall pay forthwith to the Province an amount which bears the same ratio to the total financial assistance as the uncompleted service obligation bears to his/her total service obligation.
- 7.3 The Applicant agrees to pay interest on the amount payable pursuant to paragraph 7.1 or 7.2 at the rate of _____% per annum for the date the Province terminates this Agreement or the Applicant ceases to perform the service obligation.
- 7.4 Where no part of the service obligation is fulfilled, the account shall be deemed in default on the day the first money was advanced.

8. Promissory Note

- 8.1 The Applicant agrees to sign, as soon as requested by the Province, a Promissory Note, payable on demand, for an amount which approximates as nearly as the Province is able to compute, the cost to the Province of the education leave assistance being provided by the Province to the Applicant.
- 8.2 The Applicant and the Province agree that the said Promissory Note will be returned to the Applicant when either the Applicant fully repays any amount outstanding under the said Note and pursuant to this Agreement, or the Applicant completes his/her service obligation as set out in paragraph 3.1, whichever comes first.

IN WITNESS WHEREOF the Parties have hereunto set their hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of:

SIGNED, SEALED AND DELIVERED

in the presence of:

DEPUTY MINISTER OF

EMPLOYEE Signature

Saskatchewan

Promissory Note

_____ 20_____ \$_____

On demand after date I promise to pay to the order of the Minister of Finance of Saskatchewan at the Legislative Building, Regina, Saskatchewan.

_____ Dollars with interest at the rate of _____% per annum for value received.

EMPLOYEE Signature

Saskatchewan