

**UNIVERSITY OF HOUSTON SYSTEM  
ADMINISTRATIVE MEMORANDUM**

**SECTION: Human Resources**

**NUMBER: 02.A.41**

**AREA: General**

**SUBJECT: Employee Training Program**

---

1. PURPOSE

This administrative memorandum describes provisions related to employee training in accordance with [Texas Government Code Chapter 656, Subchapters C and D](#).

2. POLICY

- 2.1. A university within the UH System may spend public funds as appropriate to pay the salary, tuition and other fees, travel and living expenses, training stipend, expense of training materials, and other necessary expenses of an instructor, student or other participant in a training or education program.
- 2.2. The training or education must relate to the current or prospective duties of the employee.
- 2.3. The university's training and education program may include:
  - a. Preparing for technological and legal developments; and
  - b. Increasing work capabilities; and
  - c. Increasing the number of qualified employees in areas designated by the university as having an acute faculty shortage; and
  - d. Increasing the competence of employees.
- 2.4. A university may contract with another state, local or federal department, agency or institution (including a state-supported college or university) to train or educate its administrators and employees. In addition, the university may conduct a training or education program jointly with another state, local or federal department, agency or institution (including a state-supported college or university).
- 2.5. Employees who receive training that is paid for by a university and who will not perform their regular duties for at least three months during the training period as a result of the training must agree to the following in writing before the training occurs:
  - a. Work for the university following the training for at least one month for each month of the training period; or

- b. Pay the university for all the costs associated with the training that was paid during the training period. This includes any amounts of the employee's salary that was paid and was not accounted for as paid vacation or compensatory leave.
  - 2.6. An Employee Agreement for a Training Period of Three Months or More ("Employee Agreement") (*see* Exhibit A) is used to document the employee's agreement to the terms in Section 2.5 when the above conditions apply. This Employee Agreement shall be completed prior to the beginning of the training period and shall be forwarded to the Chief Financial Officer (CFO) or designee of the university.
  - 2.7. A Compliance Agreement ("Compliance Agreement") (*see* Exhibit B) is used to document the employee's compliance with the Employee Agreement. If the employee does not comply with the terms of the Employee Agreement, the Compliance Agreement will also be used to document the actual costs associated with the training that must be repaid by the employee to the university. The Compliance Agreement shall be forwarded to the CFO or designee once it has been determined if the employee has or has not complied with the terms of the training agreement.
  - 2.8. By order adopted in a public meeting, the Board of Regents may waive the requirements described in Section 2.5 above if the Board finds that waiver is in the best interest of the university or is warranted because of an extreme personal hardship suffered by the employee.
  - 2.9. Each university's CFO or designee shall prepare and submit an annual report to the Legislative Budget Board detailing the amount of state funds expended by the agency in the preceding fiscal year for training.
3. DEFINITIONS

Training: For the purposes of this policy, training is defined as instruction, teaching, or other education received by an employee that is not normally received by other university employees and that is designed to enhance the ability of the employee to perform the employee's job. The term includes a course of study at an institution of higher education or a private or independent institution of higher education as defined by [Texas Education Code § 61.003](#), if the employing university spends money to assist the employee to meet the expense of the course of study or pays salary to the employee to undertake the course of study as an assigned duty. The term does not include training required by either state or federal law or that is determined necessary by the university and offered to all employees of the university performing similar jobs.

4. REVIEW AND RESPONSIBILITIES

Responsible Party: Associate Vice Chancellor, Human Resources

Review: Every five years

5. APPROVAL

Approved: Raymond Bartlett  
Senior Vice Chancellor for Administration and Finance

Renu Khator  
Chancellor

Date: June 24, 2021

6. REFERENCES

- [Texas Government Code Chapter 656, Subchapter C – Training](#)
- [Texas Government Code Chapter 656, Subchapter D – Restrictions on Certain Training](#)
- [Texas Education Code § 61.003 - Definitions](#)

**Exhibit A**

**Employee Agreement for a Training Period of Three Months or More**

Name of Employee: \_\_\_\_\_

Job Title: \_\_\_\_\_

Empl. ID: \_\_\_\_\_ Campus: \_\_\_\_\_

Type of Training: \_\_\_\_\_

Expected Training Period From: \_\_\_\_\_ To: \_\_\_\_\_

Anticipated Costs Incurred by the University During Training Period

Employee salary (net): \_\_\_\_\_

Tuition/registration fees: \_\_\_\_\_

Travel expenses: \_\_\_\_\_

Other (describe): \_\_\_\_\_

Total: \_\_\_\_\_

*Note: Anticipated costs may be more or less than the actual costs incurred by the university. Any reimbursement to the university required by this agreement will be based on actual costs as calculated by the university and reported on Exhibit B.*

Employee Agreement

In accordance with SAM 02.A.41, I agree to continue employment with the university for at least the same number of months following the training period as are in the actual training period, assuming the training period is three months or more. If my employment does not continue for the same number of months, I agree to reimburse the university for all the costs associated with the training that were paid during the training period, including my net salary (excluding paid leave), tuition, travel and other expenses.

Employee signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Complete this form and forward to the university Chief Financial Officer, or designee.*

**Exhibit B**  
**Compliance Agreement**  
**(Employee Agreement for a Training Period of Three Months or More)**

Name of Employee: \_\_\_\_\_

Job Title: \_\_\_\_\_

Empl. ID: \_\_\_\_\_ Campus: \_\_\_\_\_

Type of Training: \_\_\_\_\_

Actual Training Period From: \_\_\_\_\_ To: \_\_\_\_\_

(A) Did the actual training period last three months or more? Yes \_\_\_\_\_  
No \_\_\_\_\_

If yes, answer question (B). If the answer is no, just complete the contact information below.

(B) Did the employee continue to be employed by the university after the training period for the same number of months contained in the actual training period, assuming the training period was three months or more? Yes \_\_\_\_\_ No \_\_\_\_\_

If no, complete the section below regarding actual costs and attach documentation of those costs to this form. If the answer is yes, just complete the contact information below.

Actual Costs Incurred by the University During Training Period

Employee salary (net): \_\_\_\_\_

Tuition/registration fees: \_\_\_\_\_

Travel expenses: \_\_\_\_\_

Other (describe): \_\_\_\_\_

Total: \_\_\_\_\_

Contact Information

Name of person who completed this form: \_\_\_\_\_

Date completed: \_\_\_\_\_ Phone number: \_\_\_\_\_

*Complete this form and forward to the university Chief Financial Officer, or designee.*