

UNIVERSITY OF HOUSTON SYSTEM
ADMINISTRATIVE MEMORANDUM

SECTION: ~~Fiscal Affairs~~Human Resources
03-A.2602.A.41

NUMBER:

AREA: General

SUBJECT: Employee Training Program

1. PURPOSE

This administrative memorandum describes provisions related to employee training in accordance with [Texas Government Code § 656.041, Subchapter C](#).

2. POLICY

2.1. A ~~component~~System university 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 ~~component~~ 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 ~~component~~ university as having an acute faculty shortage; and
- d. Increasing the competence of employees.

2.4. A ~~component~~ 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 ~~component~~ 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 ~~component~~ 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 ~~component~~-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. Exhibit A [Employee Agreement for a Training Period of Three Months or More \("Employee Agreement"\)](#) is used to document the employee's agreement to the terms in Section 2.5 when the above conditions apply. ~~Exhibit A~~[This Employee Agreement](#) should be completed prior to the beginning of the training period and should be forwarded to the Chief Financial Officer (CFO) or designee of the ~~component~~-university.
- 2.7. ~~Exhibit B~~[Employee Compliance With Training Agreement \("Compliance Agreement"\)](#) is used to document the employee's compliance with the ~~training agreement~~[Employee Agreement](#)(~~Exhibit A~~). If the employee does not comply with the terms of the ~~Employee Agreement~~[training agreement](#), ~~Exhibit B~~[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 ~~component~~ university. ~~Exhibit B~~[The Compliance Agreement](#) should be forwarded to the CFO or designee when 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 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 ~~component~~-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 ~~component~~-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 ~~component~~-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 ~~component~~ university and offered to all employees of the ~~component~~ university performing similar jobs.

4. REVIEW AND RESPONSIBILITIES

Responsible Party: ~~Senior~~ Associate Vice Chancellor for ~~Finance~~ Human Resources

Review: Every ~~three-five~~ years ~~on or before August 1~~

5. APPROVAL

Approved: _____
Senior Vice Chancellor for Administration and Finance

Chancellor

Date: _____

6. REFERENCES

- Texas Government Code § 656.041, Subchapter C
- Texas Education Code § 61.003

REVISION LOG

Revision Number	Approval Date	Description of Changes
Interim	10/22/2002	Initial edition (Released as an Interim)
1	03/17/2003	Applied revised SAM template to meet current documentation standards. Revised Section 2.7 regarding forwarding of Exhibit B to the CFO after determining employee's compliance. Added Exhibit A and Exhibit B to Section 5 Index Terms
2	TBD	Applied revised SAM template and new Revision Log to meet current documentation standards. Added links to documentation.

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 Component 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 component university. Any reimbursement to the component university required by this agreement will be based on actual costs as calculated by the component university and reported on Exhibit B.

Employee Agreement

In accordance with SAM 03.A.26, I agree to continue employment with the component 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 component 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 component university Chief Financial Officer, or designee.

Exhibit B

Employee Compliance With Training Agreement

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 component 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 Component 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 component university Chief Financial Officer, or designee.