

NUMBER 4.4.24**DATE: 04/14/2021****REVISION:****PAGE: 1 of 5****SECTION: HUMAN RESOURCES****AREA: EMPLOYEE RELATIONS****SUBJECT: UAMS TRAINING INVESTMENT RECOVERY POLICY****PURPOSE**

To establish procedures and guidelines by which the University of Arkansas for Medical Sciences (“UAMS”) may seek reimbursement from employees who enter into a Cost Sharing arrangement with UAMS for educational and professional certification opportunities that enhance the employee’s service delivery, with the expectation that UAMS will benefit from investing in the training.

SCOPE

The UAMS Workforce.

DEFINITION

UAMS Workforce shall mean faculty, staff, employees, volunteers, trainees, and other persons whose conduct, in the performance of work for UAMS, is under the direct authority of UAMS, whether or not they are paid by UAMS.

Development Opportunities shall include, but are not limited to, conferences, educational offerings, and certification opportunities. Attendance at workshops or conferences, which may include certification courses as a part of the conference, may be Development Opportunities and subject to Cost Sharing. Development Opportunities **do not include** conferences, education, or courses necessary to obtain mandatory educational credit to maintain professional licensure required for employee’s current position and/or role.

Cost Sharing shall mean an arrangement where UAMS pays approved costs for attendance at development opportunities in accordance with UAMS travel policies and procedures; but with regard to any educational and professional certification opportunities, the employee agrees to reimburse UAMS for the costs (either in part or in total), should the employee leave the employment of UAMS prior to 12 months from completion of the educational or professional certification opportunity.

UAMS Training Repayment Agreement shall mean the agreement signed by the employee and department that outlines the terms and conditions of the employee’s obligation to repay Development Opportunity costs to UAMS as outlined in this Policy.

POLICY

As resources and workload permit, UAMS or its employees may request professional Development Opportunities that enhance the employee's service delivery, with the expectation that UAMS will mutually benefit from investing in the training.

Professional development opportunities subject to this Policy are based on Department discretion and should remain compliant with the UAMS Industry Interaction policy. Development Opportunities paid from contract or grants funded by non-UAMS sources are not subject to this Policy. Resident and Post Doc Fellow trainings are also excluded from this policy.

The Cost Sharing provisions of this policy are:

The employee will agree to reimburse UAMS for the costs (either in part or in total) of the professional Development Opportunities should the employee leave the employment of UAMS within 12 months from completion of the training, education, or certification program.

The reimbursement obligation is structured as follows:

1. If the employee voluntarily leaves UAMS within 6 months of completion of the Development Opportunity, the employee will reimburse UAMS for 100% of the costs incurred to provide this opportunity.
2. If the employee voluntarily leaves UAMS after 6 months, but before 12 months following completion the Development Opportunity, the employee will reimburse UAMS for 50% of the costs incurred to provide this opportunity.
3. If the employee voluntarily leaves UAMS after 12 months following completion of the Development Opportunity, the employee will not be liable to reimburse UAMS for any of the costs incurred to provide this opportunity.
4. Costs subject to Cost Sharing include costs incurred by UAMS in providing the professional Development Opportunity including, but not limited to, registration, transportation, lodging, meals and incidentals.

Development Opportunities under this policy will be handled as follows:


1. All Development Opportunities as defined herein may be subject to Cost Sharing. An employee's senior leadership team will advise the employee prior to attending the training if it is subject to Cost Sharing, and an agreement must be signed prior to scheduling attendance or expending costs.

PROCEDURES

1. UAMS Training Repayment Agreements (**Attachment I**) must be signed and approved prior to attendance of a professional Development Opportunity in which an employee seeks Cost Sharing with UAMS. Costs expended prior to completion of an agreement may not be reimbursed (at the discretion of the department) if not disclosed and included in the agreement at the time of signing.
2. Subject to this Policy and the UAMS Training Repayment Agreements, if an employee voluntarily leaves UAMS while Costs are owed, the reimbursement may be withheld from the employee's final paycheck.
3. If the payroll withholding is insufficient to reimburse UAMS, the employee shall reimburse UAMS in one lump sum within 30 days of the employee's separation date from UAMS.
4. Reimbursement obligations may be waived under extraordinary circumstances upon recommendation by the Vice Chancellor or equivalent UAMS official responsible for the employee's personal and professional development.

REFERENCES

UAMS Administrative Guide 4.4.12

Signature:  _____

Date: April 14, 2021

Attachment I
PRINT ON DEPARTMENT LETTERHEAD

UAMS Training Repayment Agreement

This Training Repayment Agreement (hereinafter “Agreement”) may be used when Departments have determined that the expense of an employee or future employee’s (hereinafter “Employee”) external training be reimbursed, by the Employee, if the Employee voluntarily terminates their employment with UAMS within a specific timeframe.

To be effective, this Agreement must first be signed and approved by the Employee’s immediate supervisor and Department Head. The Employee understands and acknowledges that UAMS is providing this external training to enhance the Employee’s UAMS service delivery, with the expectation that UAMS will benefit from investing in the training.

Employee Information

Name: _____ SAP #: _____
Job Title: _____ Department: _____
Supervisor Name: _____ SAP #: _____
Department Head Name: _____ SAP #: _____

Training Information

Training/Certification Program/License: _____
Total Cost (Invoice Attached): _____ Dates of Training: _____

The Employee agrees to the following conditions:

1. If the Employee voluntarily leaves UAMS within 6 months of completion of the development opportunity, the Employee will reimburse UAMS for 100% of the costs incurred to provide this opportunity.
2. If the Employee voluntarily leaves UAMS after 6 months, but before 12 months following completion the development opportunity, the employee will reimburse UAMS for 50% of the costs incurred to provide this opportunity.
3. If the Employee voluntarily leaves UAMS after 12 months following completion of the development opportunity, the Employee will not be liable to reimburse UAMS for any of the costs incurred to provide this opportunity.

4. Costs subject to reimbursement include costs incurred by UAMS in providing the education/certification or professional development opportunity including, but not limited to, registration, transportation, lodging, meals, and incidentals.
5. The Employee agrees UAMS may withhold any necessary repayment from the Employee's final paycheck. If the payroll withholding is insufficient to reimburse UAMS, the Employee agrees to make repayment in one lump sum within 30 days of separation date.
6. This Agreement will be deemed invalid after **one (1) year** following the completion date of the training, or if the Employee's employment is involuntarily terminated.
7. This Agreement does not constitute a contract of employment. Nothing contained in this Agreement is intended to alter the Employee's "at-will" employment relationship with UAMS.

I hereby affirm by my signature that I have read this Training Repayment Agreement and understand and agree to all of its provisions.

Employee Signature: _____

Supervisor Signature: _____

Department Head Signature: _____