

TRAINING AND EDUCATION POLICY

PURPOSE

The County of Monmouth recognizes the importance of continuing educational opportunities for professional licenses and certifications. This Policy applies to County employees who use those licenses and credentials within the scope of County employment and will outline the responsibilities of both the County and its employees.

SCOPE

This Policy applies to Regular Full-Time and Regular Part-Time County employees who are required as part of their essential job duties to obtain and maintain professional credentials and/or licenses. The professional development or training pursued must be directly related to the maintenance of a required credential, certificate or license pertaining to the employee's current position. This Policy does not encompass temporary, contract and seasonal staff.

Definitions:

Qualified Program: A training and/or educational program for which the County will cover all costs associated with registration, fees and course materials, and the program may take more than one business day to complete and/or costs in excess of five hundred dollars (\$500).

Regular Assigned Program: Any training and/or educational program for which the County covers all costs associated with registration, fees and course materials and the program is performed during normal business hours, takes less than one business day to complete and/or costs less than five hundred dollars (\$500).

POLICY

The County Administrator, or a designee, shall have the sole authority to determine if a class, training or program is deemed a Qualified Program. Written notices shall be provided to the employee and the employee's supervisor prior to registration that the program is considered a Qualified Program.

The County shall be responsible for covering any expenses associated with a Qualified Program, subject to the terms and conditions established by this Policy and any other applicable County reimbursement policies. The County, when applicable, will also allow the employee to attend the training or program without the need to use personal time off to cover the time the employee is out of the workplace, provided, however, that if it is feasible for the employee to return to work to complete the regular workday upon the completion of a program session, the employee is expected to do so. The employee shall be responsible for attending all classes or sessions associated with the Qualified Program, as well as successfully completing any assigned coursework and passing any required examination.

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The employee is expected to maintain employment with the County throughout the duration of the Qualified Program and to not voluntarily leave employment with the County for a period of twenty-four (24) months from the successful completion of a Qualified Program. Accordingly, Employees approved to attend a Qualified Training Program will be required to complete and execute a “TRAINING REIMBURSEMENT AGREEMENT” with the County, affirming that if the employee voluntarily terminates employment with the County prior to the completion of the Qualified Program or within twenty-four (24) months of completion, the employee may/will be responsible for reimbursing the County for tuition fees and other costs associated with the Qualified Program. The Training Reimbursement Agreement will outline the specific terms and conditions regarding reimbursement.

Any employee reimbursement due to separation of employment shall be managed by billing the employee for the full amount of the Qualified Program through the Finance Department. The reimbursement amount may be pro-rated based upon the amount of time the employee maintained employment with the County after completing the Qualified Program.

Employees who participate in Regular Assigned Programs are not subject to the reimbursement obligations set forth in this Policy.

Exceptions to this Policy may be requested in writing and sent to the Department of Human Resources for review and consideration.

RELATED REFERENCE

As applicable and required see attached/linked:

“TRAINING REIMBURSEMENT AGREEMENT”.

TRAINING AND EDUCATION REIMBURSEMENT AGREEMENT

This training reimbursement agreement (“Agreement”) is entered into by and between the County of Monmouth (“County” and _____ (“Employee”).

RECITALS

WHEREAS, the County has offered an opportunity for Employee to attend certain educational programs, conferences, symposia and other forms of professional development (collectively, “training”) provided by third parties at taxpayer expense, which the County believes will allow Employee to develop additional skills and knowledge that will be of benefit to the County’s taxpayers; and,

WHEREAS, the training referenced above constitutes an investment in the Employee and the County is entitled to receive the reasonable benefit of such training during the course of employment; and,

WHEREAS, the County provides the training referenced above in anticipation of Employee’s continued employment with the County for a reasonable period thereafter; and,

WHEREAS, the County would not otherwise offer such training at its expense unless the Employee were to remain in the County’s employ for a reasonable period thereafter; and,

WHEREAS, the parties believe that it is appropriate and reasonable to require, as a condition of providing training as defined by this Agreement, that the Employee remain employed by the County for at least two full years thereafter training is completed, or in the event of voluntary separation, reimburse the County for the full cost of the training provided; and,

WHEREAS, the County and Employee recognize that this Agreement is not intended to constitute any type of employment agreement or guarantee of continued employment; and,

WHEREAS, any amount due to the County under the terms of this Agreement is a genuine attempt by the County to assess its loss as a result of the termination of the Employee’s employment and takes into account the derived benefit to the County, and is not intended to act as a penalty on the Employee upon separation from employment

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, the adequacy of which is hereby acknowledged, the County and Employee hereby agree as follows:

1. The County agrees to provide the following training to Employee on the dates indicated:

TRAINING: _____ DATE: _____

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2. The parties acknowledge that the training listed in Paragraph 1, above, is not mandatory for continued employment with the County. However, Employee acknowledges that failure to participate in training offered by the County may result in unfavorable employment consequences such a limitation on promotional opportunities where an employee's education, skills and qualifications may legitimately be taken into account.
3. If Employee voluntarily separates from employment with the County within two full years (730 or 731 days) after the date the training is completed, Employee agrees to reimburse the County for the full cost of the training. This provision shall not apply in the event of an involuntary separation initiated by the County, such as in the case of adverse employment action, layoff, or failure of a working test period.
4. In the event the Employee voluntarily separates from employment during the two-year period due to medical reasons, the County shall have the ability to waive reimbursement in its sole, complete and unchallengeable discretion, and may request adequate documentation in order to make such an assessment.
5. The training cost incurred by the County on behalf of Employee will be determined after the date of the completion of the training (or the Employee's withdrawal from same prior to completion), and the accumulation of all receipts, invoices or other supporting documents. The training cost incurred will include but may not be limited to registration fees, transportation to and from the training site, food, lodging, and any other costs or expenses directly related to the training incurred by County. The total cost will be computed in a separate document, and along with copies of all receipts, invoices and other supporting documentation will be attached hereto, and become an integral part of this Agreement.
6. Employee shall pay any amount due within sixty (60) days after separation from employment, unless a different payment plan is agreed to by the County in writing, and in its sole discretion. In the event the County is required to engage in legal proceedings pursuant to this Agreement, in the event the County prevails the Employee shall pay the County's reasonable attorneys' fees and costs in addition to any amount due pursuant to this Agreement.
7. The Employee may request that a subsequent employer of Employee pay the amount owed to County by Employee, but Employee shall remain personally liable until the entire amount owed is paid in full.
8. Employee agrees to sign such further documents, if any, requested by County to confirm the precise sum of the amount owed by Employee to County following notice by Employee to County of voluntary termination of employment.
9. Under no circumstance will any reimbursement pursuant to this Agreement result in the Employee earning less than legal minimum wage in the state of New Jersey for all hours worked. The amount of reimbursement required may be adjusted by the County in order to ensure compliance with this provision.

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10. Employee understands and agrees that any books, computer disks, CD's, original certificate, programming key, and other documents, lists, catalogs, information of any kind received in connection with the training remains the property of the County and must be surrendered upon separation from employment.
11. This Agreement shall be construed under the laws of the state of New Jersey and the parties will submit to the jurisdiction of the state and/or federal courts located in New Jersey for the resolution of any dispute that may arise hereunder.
12. If any provision or part of a provision of the Agreement is finally decided to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, if not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of the Agreement shall remain in full force and effect.

EMPLOYEE:

COUNTY OF MONMOUTH:

Dated:

Dated: