

## **INSTITUTIONAL DIRECTIVE 7-12**

**August 27, 2007**

**PURSUANT TO SECTION 41-1-110 OF THE CODE OF LAWS OF SC, AS AMENDED, THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE COLLEGE.**

**Title: Employment Obligation Following College Supported Education/Training Leading to Certification or Credentialing**

**I. Purpose**

This directive articulates the position of Piedmont Technical College regarding the employment obligation of associates who participate in specific educational and/or training experiences supported by the college which leads to certification or other credentialing that is valued in the employment marketplace.

**II. Philosophy**

The college adheres to the reasonable expectation that it will receive appropriate benefit when making fiscal investments which substantially upgrade the skill levels and employability of its associates. Those receiving such education and/or training are obligated to ensure that such benefits accrue to the college or, if necessary, that the costs to the college are indemnified.

**III. Policy**

It is the policy of the college that associates who voluntarily terminate their employment relationship with Piedmont Technical College prior to working for a predetermined period of time after completing a professional development experience resulting in marketable licensure, certification, or other credentialing at the college's expense must reimburse the college for costs incurred. These costs, either in full or in proration, will include tuition or other instructional charges, whether paid directly to the educational provider or as reimbursement to the associate.

**Office of Responsibility: Vice President for Institutional Advancement**

#### **IV. Definitions**

Education and training as used in this policy are defined as any credit or noncredit course, seminar, or other learning experience pursued by an individual associate under the guidelines of the college's professional development programs for faculty and staff. Excluded are brief and routine campus-based workshops and other activities which are generally available to any associate. The Professional Development Reimbursement Agreement between the associate and the college outlines the terms of these arrangements.

#### **V. Procedures**

Other institutional policies, notably directives 7-4 (Workshops and Professional Activities Program) and 7-11 (Credit Training Program) establish the procedures for the approval of enrollment of associates in learning experiences; these procedures will be observed.

As a part of the approval process, associates will be required to sign an affidavit indicating their understanding and willingness to comply with this policy; the document will include provisions for garnishment of compensation, if necessary. (See Attachment 1)

If the associate receives an industry or national certification as a result of college-funded training, they must also consent to refrain from direct or indirect competition with the college in the college's seven county service area for a period of two years. This consent applies only to delivery of training that relies upon the certification that the associate received through college-funded training. It in no way limits or restricts the associate's right to use the credential to deliver training elsewhere in the state or to deliver other training within the college's service area.

The reimbursement terms of this policy also apply when associates withdraw from employment with the college prior to completion of the learning experience. Successful completion of the learning experience and additional tenure as specified in the affidavit will result in cancellation of any further obligation for the associate in relation to the considerations stated in this policy.

Any waiver of the provisions herein may be granted only by approval of the President of the College.

<b>Original on File</b>	<b>8/27/07</b>
<b>Approved for Publication</b>	<b>Date</b>

PIEDMONT TECHNICAL COLLEGE  
Professional Development Reimbursement Agreement

Name of Associate \_\_\_\_\_  
 Professional Development/Training Funded \_\_\_\_\_  
 Dates of Development/Training \_\_\_\_\_ Amount Funded \_\_\_\_\_

Associates of Piedmont Technical College who participate in professional development activities or other training funded by the institution agree to reimburse the college in the event of voluntary termination of employment within designated time periods following completion of the development/training. Such agreement is based upon the principles outlined in Institutional Directive 7-12, which affirms the college's right to benefit from the development/training for which it has paid. This benefit will accrue to the college only by means of the associate's continued employment for a specified duration. The following schedule indicates the college's expectations regarding duration of continued employment in relation to the costs incurred with respect to the development/training.

<u>Development Costs Per Year</u>	<u>Employment Commitment</u>
\$2,000 or greater	5 years
\$1,000 or greater, but less than \$2,000	3 years
\$500 or greater, but less than \$1000	2 years
\$500 or less	1 year

Reimbursement to the college will be prorated according to the time remaining under the employment commitment specified above. The college reserves the right to withhold any unpaid balance from compensation payable to the associate. This agreement creates a legal obligation for the associate. In the event of default, then the college may resort to any legal means necessary for collection. The associate agrees that in the event of their default, they will be additionally responsible for costs of collection, to include attorney's fees. The employment commitment for the development/training indicated above will be from \_\_\_\_\_ to \_\_\_\_\_.

If the training identified herein results in national, industrial, or other professional certification, the associate will abstain from the practice or teaching of skills gained in any manner that competes directly with the educational mission of Piedmont Technical College. Such abstention is binding for a period of two years from the date of termination of employment.

I understand this agreement and will abide by its terms.

\_\_\_\_\_  
Associate Signature                      Date

\_\_\_\_\_  
Foundation Executive Director Signature                      Date

\_\_\_\_\_  
Institutional Officer Signature      Date

\_\_\_\_\_  
President Signature                      Date