

**WEST VIRGINIA
SECRETARY OF STATE
BETTY IRELAND
ADMINISTRATIVE LAW DIVISION**

Form #4

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2008 SEP -5 AM 11:55

OFFICE WEST VIRGINIA
SECRETARY OF STATE

NOTICE OF RULE MODIFICATION OF A PROPOSED RULE

AGENCY: West Virginia Division of Personnel TITLE NUMBER: 143

CITE AUTHORITY: W. Va. Code §6C-4-1 and §29-6-10

AMENDMENT TO AN EXISTING RULE: YES ☐ NO ☒

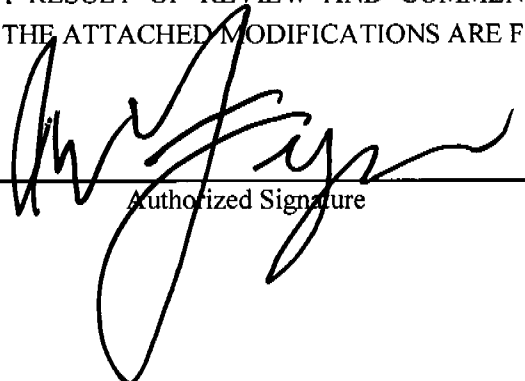
IF YES, SERIES NUMBER OF RULE BEING AMENDED: _____

TITLE OF RULE BEING AMENDED: _____

IF NO, SERIES NUMBER OF RULE BEING PROPOSED: 8

TITLE OF RULE BEING PROPOSED: Reimbursement of Compensation Paid to State Employees for Training,
Education and Professional Development

THE ABOVE PROPOSED LEGISLATIVE RULES, FOLLOWING REVIEW BY THE LEGISLATIVE RULE MAKING REVIEW COMMITTEE, IS HEREBY MODIFIED AS A RESULT OF REVIEW AND COMMENT BY THE LEGISLATIVE RULE MAKING REVIEW COMMITTEE. THE ATTACHED MODIFICATIONS ARE FILED WITH THE SECRETARY OF STATE.


Authorized Signature



West Virginia Division of Personnel

Otis G. Cox, Director

STATE PERSONNEL BOARD
Robert W. Ferguson, Jr., Chairman
John A. Canfield ♦ Mark W. Carbone
Sharon Lynch ♦ Eugene Stump

MEMORANDUM

TO: Robert W. Ferguson, Jr., Secretary
Department of Administration, and
Chairman
State Personnel Board

FROM: Otis G. Cox *Otis G. Cox*
Director of Personnel

RE: Modification of Proposed Legislative Rule

DATE: September 4, 2008

Your approval is requested for filing a notice of rule modification on the proposed rule regarding *Reimbursement of Compensation Paid to State Employees for Training, Education and Professional Development*, 143CSR8, with the Legislative Rule-Making Review Committee and the Secretary of State's Office in accordance with the provisions of *W.V. Code* §29A-3-1 et seq. At its meeting on August 26, 2008, the Legislative Rule-Making Review Committee recommended modifications to the proposed rule. A copy of the rule with proposed modifications is attached.

Thank you for your consideration of this request.

APPROVED:

Robert W. Ferguson, Jr.
Robert W. Ferguson, Jr., Secretary
Department of Administration, and
Chairman
State Personnel Board
September 4, 2008

OGC:TMC/

Attachment

143CSR8

FILED

TITLE 143

2008 SEP -5 AM 11: 55

LEGISLATIVE RULE

WEST VIRGINIA DIVISION OF PERSONNEL

OFFICE WEST VIRGINIA
SECRETARY OF STATE

SERIES 8

**REIMBURSEMENT OF COMPENSATION PAID TO STATE EMPLOYEES
FOR TRAINING, EDUCATION AND PROFESSIONAL DEVELOPMENT**

§143-8-1. General.

1.1. Scope. – This rule implements the provisions set forth in West Virginia Code §6C-4-1 et seq. by establishing a written agreement for reimbursement of compensation paid to state employees for training, education and professional development.

1.2. Authority. – West Virginia Code §6C-4-2(c) and §29-6-10.

1.3. Filing Date.. –

1.4. Effective Date. –

§ 143-8-2. Reimbursement agreement form.

2.1. A written reimbursement agreement to repay training compensation for advanced professional development training shall read as follows with the details of each agreement specified by the employing agency:

STATE OF WEST VIRGINIA

**ADVANCED PROFESSIONAL DEVELOPMENT TRAINING EXPENSE
REIMBURSEMENT AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between _____ (referred to in this Agreement as “the Employee”), and the _____ of the State of West Virginia (referred to in this Agreement as “the Agency”), provides as follows:

WHEREAS, the Agency will incur expenses in the form of training compensation related to advanced professional development training of the Employee in the form of _____, and

WHEREAS, "training compensation" means tuition and expenses, paid to or on the behalf of the

Employee in the amount of _____ for the above specified advanced professional development training, and

WHEREAS, the Agency and the Employee recognize that it is unfair and inequitable for the Agency to incur expenses for advanced professional development training of the Employee if the Employee does not remain with the Agency for at least one year after the completion of such advanced professional development training;

NOW THEREFORE, the parties agree as follows:

1. If the Employee voluntarily leaves employment with the Agency within one year after completion of advanced professional development training paid for by the Agency, and becomes employed within one year with an entity other than the State of West Virginia, in a capacity which utilizes the advanced professional development training, the Employee shall repay, within one year of his/her employment with an entity other than the State of West Virginia, a pro rata portion of the training compensation calculated at the rate of 1/365th of the agency cost of the advanced professional development training for each day of the unmet employee obligation.
2. The Agency may utilize any and all lawful collection methods for repayment of the pro rata portion of the training compensation, including, but not limited to: withholding of the Employee's final paycheck; withholding payment of the Employee's annual leave upon separation; attachment of the Employee's wages; and, action against the Employee's contributions to and/or benefits of any State retirement system.
3. The Employee shall report any employment within one year with an entity other than the State of West Virginia, in a capacity which utilizes the advanced professional development training.
4. In the event the Employee is delinquent in repayment, the Agency shall be entitled to collect the entire amount immediately and may take legal action to do so. In the event this matter is referred to a collection agency, the Agency shall be entitled to recover all costs of collection and associated fees incurred by the Agency in collecting the unpaid balance. In the event the Employee, as a result of illness or injury, becomes, for a temporary period of time, unable to perform his or her assigned job functions for which the advanced professional development training is utilized, repayment shall be deferred until the Employee is able to perform his or her assigned job functions. In the event the Employee, as a result of illness or injury, becomes permanently unable to perform his or her assigned job functions for which the advanced professional development training is utilized, repayment shall be waived.
5. This Agreement is the entire Agreement among the parties on the matters contained herein, and it may be modified only in writing signed by the parties. Any prior or contemporaneous promises, representations, or agreements related to the matters contained herein are revoked and waived. If any portion is held unenforceable for any reason, the remainder of the Agreement is deemed severable. This Agreement is governed by the laws of the State of West Virginia. The Employee and the Agency agree that jurisdiction and venue for all suits related to or arising out of this Agreement against the Agency shall be proper only in the Circuit Court of Kanawha

County.

6. The Employee acknowledges that s/he has read this Agreement and has had a reasonable period of time to consider it. The Employee further acknowledges that this is a binding legal document and that s/he was advised of his/her right to have it reviewed by independent counsel before signing it and that s/he understands all the terms of the Agreement and has voluntarily agreed to those terms.

IN WITNESS WHEREOF, the Employee and Agency execute this Agreement, effective the latest of dates set forth below.

Date

[signature]
(Type name)
Employee

Date

[signature]
(Type name)
For

Agency