

**UTAH DEPARTMENT OF HUMAN SERVICES
POLICY AND PROCEDURES**

Reference: 02-11

Effective Date: April 27, 1998
Revision Date: August 23, 2017

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SUBJECT: EDUCATIONAL ASSISTANCE

RATIONALE: The Department of Human Services establishes an educational assistance program that benefits the State through improved employee performance and increased career potential. The Department's Educational Assistance Program is established and maintained consistent with the State of Utah's Human Resource Management Rules and Section 127 of the Internal Revenue Code (IRC). The Education Assistance Policy applies to accredited institutions or organizations including the Western Governors University.

Employees who receive a stipend provided by a university through a Title IV-E grant administered through the Division of Child and Family Services, are not eligible to participate in the Department of Human Services Educational Assistance Program.

DEFINITIONS

Agency Management: The division, office director, or institution superintendent who has the responsibility to determine the amount of educational assistance to be awarded and to ensure agency compliance with this policy.

Career Exempt Employee: An employee appointed to a position exempt from career service in state employment and who serves at the pleasure of the appointing authority.

Career Service Employee: An employee who has successfully completed a probationary period in a career service position.

Career Service Status: Status granted to employees who successfully completes a probationary period for competitive career service positions.

Policy

1. Consistent with these regulations the Department's Educational Assistance Program is not an employee right. The Department's Educational Assistance Program is established and maintained consistent with the State of Utah's Human Resource Management Rules and Section 127 of the Internal Revenue Service Code. Approval for participation in the program shall be determined by the following.
 - a. Availability of funds; the funds to reimburse employees for educational assistance shall come from the administrative unit where the employee is employed.
 - b. The number of requests from employees to participate in the program.
 - c. The job relatedness and benefits of course work to the Department.

2. In order, to apply for education assistance, an employee shall:
 - a. Be a full-time career service employee (non-probationary) or career exempt Schedule AD, AR, or AS employee eligible for benefits;
 - b. Have a successful or higher performance evaluation within the last twelve (12) months; and,
 - c. Not subject to a corrective or disciplinary action within the last twelve (12) months at the time of application for participation in the Education Assistance Program.

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3. The decision to approve or deny an employee's application for participation in educational assistance shall be made by the division, office director, or institution superintendent and may not be delegated.
4. At the discretion of agency management, an employee approved for educational assistance under this policy shall be granted one of the following:
 - a. A reimbursement of up to but not exceeding \$5,000 per calendar year for successfully completed course work, or
 - b. Administrative leave based on an employee's hourly rate of pay times the number of administrative leave hours not to exceed \$5,000 per calendar year, or
 - c. A combination of monetary reimbursement and administrative leave so long as the combined total does not exceed \$5,000 in the calendar year.
5. Administrative leave, except as stipulated in 4. b. & c. of this policy shall not be granted to employees to attend course work or related assignments.
6. Employees may use approved leave (other than sick leave), or request adjusted work schedules to attend class, practicum, and complete related assignments.
7. The Department of Human Services Education Assistance Contract shall be completed and approved consistent with this policy prior to the start date of the course for which reimbursement is requested.
 - a. It is the responsibility of agency management to ensure that an employee approved for educational assistance meets all conditions of the contract.
 - b. Agency management shall not pay for education assistance before course work is completed or before the employee has provided the agency with proof of a passing the course.
8. An employee receiving educational assistance shall remain employed by the State of Utah for at least twelve (12) months after reimbursed course work is completed. Employment with the State includes the Executive Branch agencies, but **does not** include agencies of the Judicial Branch, Legislative Branch, or Higher Education. Employees terminating their employment before the twelve (12) months shall repay education assistance on a pro-rated percentage basis.
 - a. It is the responsibility of agency management to track the 12-month commitment. If an employee voluntarily terminates their employment with the State prior to the 12-month period, agency management shall secure repayment from the employee.
9. The requested course work must be offered and completed by an accredited institution or organization or the Western Governors University (WGU).

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10. Employees shall complete all courses with at least a passing grade of C. Employees shall provide the agency with proof of passing the course before reimbursement is provided.
11. An Educational Assistance Contract does not include nor obligate the Department to provide a computer, related equipment, nor Internet provider service, for the employee to complete educational course work. However, with written approval of agency management, the employee may use State equipment (computer, printer, internet service, etc.) during non-work time of the employee, for the completion of course work.
12. An employee approved for educational assistance is responsible for any State or Federal tax implications from this program.
13. DHS Educational assistance shall not duplicate other financial assistance that an employee receives. Employees who are receiving other forms of financial assistance that does not need to be reimbursed, shall not request DHS assistance except to the extent that their course costs are not covered by such other assistance.
14. Employees shall **not** be reimbursed for mileage nor authorized to use state owned vehicles to travel to and from school or to the location of their practicum.
15. Travel time to and from the course work location or practicum shall **not** count towards hours worked.
16. An employee who is required to complete a practicum shall complete and have approved a Utah Department of Human Services Conflict of Interest Declaration (DHS Policy 02-02) stipulating any stipends they will receive and the hours to be worked as part of the practicum. The Conflict of Interest Declaration shall be approved prior to participation in the practicum.
17. The decision to approve or deny agency specific education assistance policies or amendments to this policy shall be approved in advance by the Executive Director.

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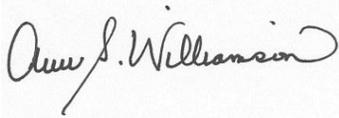
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PROCEDURES

1. All educational assistance reimbursements shall be processed through the State payroll system form FI48 utilizing object code 6282. The agency shall maintain the following required documentation preferably in an electronic file format that is backed up nightly and separate from the employee's personnel file:
 - a. Approved Educational Assistance Contract;
 - b. The completed FI-48 to include:
 - i. Proof of passing grade or satisfactory completion;
 - ii. Copy of paid receipts.



Ann S. Williamson, Executive Director

Department of Human Services

DATE: August 23, 2017

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DEPARTMENT OF HUMAN SERVICES
EDUCATIONAL ASSISTANCE CONTRACT

A CONTRACT entered into with the Department of Human Services

Hereafter as the AGENCY

DIVISION/INSTITUTION/OFFICE

AND

Hereafter referred to as the EMPLOYEE

EMPLOYEE

WHEREAS, THE EMPLOYEE requests educational assistance from the AGENCY. The EMPLOYEE and the AGENCY agree that the AGENCY will reimburse educational expenses as described in the Utah Department of Human Services Policy and Procedures for Educational Assistance for the courses and/or books listed below. Note: Agency may approve adjusted work schedules and/or use of annual leave, converted sick leave, excess hours, or compensatory time to attend classes (if time is approved, attach a separate memo with the detail).

SCHOOL NAME: _____

COURSE TITLE & NUMBER	COURSE START DATE	COURSE END DATE	COURSE COST \$	%	REIMBURSEMENT COST \$
TOTAL COSTS \$					

NOW THEREFORE, it is agreed by and on behalf of the parties hereto as follows:

1. All covenants and agreements herein contained shall be binding upon all parties hereto.
2. This contract may be terminated by either party by submitting termination request in writing.
3. The AGENCY certifies that:
 - a. It will reimburse the EMPLOYEE \$ _____ for the course(s)/books agreed on above and that no payment will be made without receipts for the expenses for which reimbursement is being sought and documented proof of passing grades as defined in the Department of Human Services Policy and Procedure Educational Assistance.
 - b. The course(s) agreed on above satisfy development needs of the EMPLOYEE as specified in their performance plan and will result in additional benefits to the Department of Human Services.

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- c. The educational assistance authorized for the above named EMPLOYEE does not exceed the \$5,000 maximum allowed (paid in current calendar year).
- 4. The EMPLOYEE by signing this contract agrees to the following:
 - a. That this Educational Assistance Contract does not include nor obligate the Department to provide a computer, related equipment, nor Internet provider and service, for the employee to complete educational course work for the employee at their home-office or work location. However, with written approval of agency management, the employee may use State equipment (computer, printer, internet service, etc.) during non-work time of the employee, for the completion of course work.
 - b. That the EMPLOYEE, by signing this contract, declares to agency management that they are not receiving duplicate financial assistance such (as stipends or scholarships) at the time of application nor expects to receive during the calendar year.
 - c. That the EMPLOYEE will successfully complete the course(s) agreed to above and will provide required documentation for proof of passing grade(s), which is at least a C or demonstrated competencies if applicable for WGU.
 - d. That the EMPLOYEE will remain in the employment of the State for one (1) year following completion date of the above course(s) or refund the pro-rated educational assistance received from the State. For purposes of this contract State is defined as agencies of the Executive Branch only. Agencies of the Judicial Branch, Legislative Branch, and Higher Education are excluded.
 - e. In the event the EMPLOYEE terminates employment with the State within (12) months of the course completion date, the State of Utah is authorized to withhold from the EMPLOYEE'S paycheck the pro-rated educational assistance received under this contract.
 - f. That the EMPLOYEE will follow the DHRM Rules and DHS Policy on Educational Assistance.

IN WITNESS WHEREOF, the AGENCY and the EMPLOYEE have caused this contract to be signed by the proper officials thereunto duly authorized.

EMPLOYEE

DATE

EMPLOYEE'S SUPERVISOR

DATE

DIVISION/INSTITUTION/OFFICE

DATE