
 <p><b>DEPARTMENTAL POLICY</b> State of Tennessee Department of Transportation</p>	<b>Policy Number : 230-03</b>
	<b>Effective Date: October 31, 2016</b>
<b>Approved By:</b> 	<b>Supersedes: March 16, 2008</b>
<b>SUBJECT: Education Leave Policy</b>	

**RESPONSIBLE OFFICE:** Human Resources Office

**AUTHORITY:** T.C.A. 8-30-202, T.C.A. 8-30-203, T.C.A. 8-30-204, T.C.A. 8-30-205, and TCA 22-4-108. If, at any time, a portion of this policy conflicts with applicable state or federal laws or regulations, that portion shall be considered void. The remainder of this policy shall not be affected thereby and shall remain in full force and effect.

**PURPOSE:** This policy establishes departmental approval criteria for use of full-time and part-time education leave.

**APPLICATION:** All employees of the Department of Transportation.

**Part-time Education Leave:** Education leave defined as time off from work up to a maximum of 7.5 hours per week. Part-time education for the purposes of this policy is educational instruction that lasts for less than eighty (80) work days and is held during the employee’s regular work hours. Education leave for classes scheduled after work hours will not be allowed. Education leave shall not be used for online courses that are available outside of work hours. The employee maintains regular job responsibilities during participation in an educational program under part-time education leave. Upon approval this leave is coded “education leave” (06L) and is treated as time off with full pay.

**Full-time Education Leave:** Education leave defined as consisting of a program that lasts for a period of more than eighty (80) work days and may require residency at the program institution. An employee may receive up to a maximum of 75% of their salary during the period of full-time training.

**POLICY:** It shall be the policy of the Department of Transportation to provide opportunities for education and training designed to increase the quality of performance of employees in their present duties and responsibilities as well as improving the quality of service to our citizens. All employees are eligible to apply for education leave with the department under the following conditions:

**Approval Criteria:**

1. Employee must meet all education leave criteria and eligibility requirements listed in “Appendix B” of this policy for the type of leave requested (See “Appendix ‘B,’ Education Leave Request Review Criteria & Eligibility Requirements”).
2. Employee must submit proof that the class or examination is only offered during work hours to be considered for part-time education leave. Each employee can request part-time education leave for up to two classes per semester, 3.75 hours per class, for a maximum of 7.5 hours per week.

3. Approved part-time education leave may not be used for travel time to and from classes. Employees who must leave work before the end of regular work hours to arrive on time to a class starting after work hours should rearrange their work schedule to allow for such a need.
4. The employee's workload must permit his/her participation in the class.
5. The employee must submit the request for education leave as soon as practicable, preferably sixty (60) days prior to the beginning of the class and no later than fourteen (14) days prior to the start of the class, and upon approval will be eligible to receive education leave by the start date of the class.

**PROCEDURES:**

1. An education leave application must be completed by the employee and approved by the employee's supervisor, division or regional director, and the Appointing Authority (see "Appendix A").
2. The employee must obtain a written recommendation from his/her supervisor describing how the request is job-related. The division director must approve by signing the letter.
3. The employee must provide a complete course study, to include the course descriptions, dates and times, and if necessary, the requirements for the degree.
4. The employee must complete a request for out service training form (form FA-0633).
5. If requesting full-time leave, the employee must execute the "Tennessee Department of Transportation Employee Out-Service Full-Time Training Contract" committing to return to employment with the department under the stated terms (see "Appendix C"). This contract should then be sent to Human Resources for approval and then on to the Appointing Authority for final approval.
6. Any employee on approved full-time leave must reapply to continue the full-time leave every two (2) years. Continued approval requires meeting all eligibility criteria and is at the discretion of the appointing authority.

Copies of the educational leave policy, application packet (see "Appendix A"), form FA-0633, the review criteria (see "Appendix B"), or the full-time training contract ("Appendix C") may be obtained from the Office of Human Resource in headquarters or from the training managers in the regions.

Appendix "A"

TENNESSEE DEPARTMENT OF TRANSPORTATION  
APPLICATION FOR EDUCATIONAL LEAVE

I. IDENTIFYING INFORMATION

1. Applicant's Name \_\_\_\_\_  
  First  Middle  Last

2. Type of educational leave desired.  
  \_\_\_\_\_ Part-time  \_\_\_\_\_ Full-time

3. Job Assignment:

- a. Position Title \_\_\_\_\_
- b. Department ID Number \_\_\_\_\_
- c. Work Phone \_\_\_\_\_
- d. Home Phone \_\_\_\_\_
- e. Position No. \_\_\_\_\_
- f. Employee Identification Number \_\_\_\_\_

4. Applicant's Permanent Address (HOME)

\_\_\_\_\_

Street, Route or Box No.

\_\_\_\_\_

City  State  Zip

5. Education:

- a. Highest Level Completed \_\_\_\_\_
- b. Major Subject at Highest Level \_\_\_\_\_
- c. Number of credit hours completed \_\_\_\_\_
- d. Transcript(s) Attached Yes \_\_\_\_\_ No \_\_\_\_\_ If no, explain:  
\_\_\_\_\_

6. Service:

- a. Total Service with Department of Transportation \_\_\_\_\_
- b. Total Service with State of Tennessee (If Different) \_\_\_\_\_
- c. Length in Present Assignment \_\_\_\_\_

7. Job Performance Evaluation:

- a. Date of Last Evaluation \_\_\_\_\_
- b. Current Overall Performance Evaluation Score \_\_\_\_\_

II. Educational Program Being Pursued

- 1. Educational Level:                      \_\_\_\_\_                      \_\_\_\_\_  
   Undergraduate                      Graduate
- 2. Degree being pursued \_\_\_\_\_
- 3. Educational Institution \_\_\_\_\_  
\_\_\_\_\_
- 4. Status of Application for Admission \_\_\_\_\_
- 5. Anticipated Date of Enrollment \_\_\_\_\_  
   Month                      Day                      Year
- 6. Anticipated Date of Completion \_\_\_\_\_  
   Month                      Day                      Year

III. Grants or Subsidies

- 1. Are any other grants, subsidies or funding sources being utilized by employee?  
   Yes \_\_\_\_\_                      No \_\_\_\_\_
- 2. Source \_\_\_\_\_
- 3. Briefly Explain \_\_\_\_\_  
\_\_\_\_\_

**IV. APPROVAL**

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**Applicant Signature** **Date** **Title**

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**Unit Supervisor Signature** **Date** **Title**

**As the Supervisor, you are agreeing that the person is valued in performance of their duties, and in your opinion, is capable of maintaining their workload while participating in this activity (if part-time leave). This serves as your recommendation for approval of this request.**

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**Division/Regional Director Signature** **Date** **Title**

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**Commissioner Signature** **Date**

## Appendix "B"

### Education Leave Request Review Criteria & Eligibility Requirements

<u>Criteria</u>	<u>Standard</u>
Longevity	<p>Part-time leave: must have one year service with TDOT.</p> <p>Full-time leave: must have completed at least two years with TDOT.</p>
Performance Evaluation	<p>Both full-time and part-time leave must have and maintain a minimum of a "Valued" overall performance rating for the previous twelve (12) month period.</p>
Grade Point Average	<p>Both full and part-time leave: must maintain a "C" average in each class.</p>
Course of Study	<p>Part-time leave: must be job related.</p> <p>Full-time leave: must fulfill a specialized need, which affects the on-going operations of the Department.</p>
Coursework Hours	<p>Part-time leave: the course must be job-related as stated in writing by the employee's supervisor and approved by the division director.</p> <p>Full-time leave: must also submit proof that course is job-related in writing signed by supervisor and division director and must have completed at least 64 semester hours and be of junior standing at an accredited college or university.</p>
Contractual Agreement	<p>Full-time leave: employee must execute the contractual agreement with includes language committing to return to work for the Department for a minimum of twelve (12) months or for twice the number of months of the training completed for which leave was granted, whichever is greater.</p>

**Appendix "C"**

**TENNESSEE DEPARTMENT OF TRANSPORTATION  
EMPLOYEE OUT-SERVICE FULL-TIME TRAINING CONTRACT**

This contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, by and between the Tennessee Department of Transportation, hereinafter referred to as "Employer," and \_\_\_\_\_, hereinafter referred to as "Employee."

**WITNESSETH:**

WHEREAS, the Employee is currently in the employ of the Employer, and

WHEREAS, the Employee desires certain out-service training to increase his/her fitness for his/her job, and

WHEREAS, the Employee has been approved for full-time out-service training for which he/she will attend \_\_\_\_\_, hereinafter referred to as "Educational Institution," for the purpose of \_\_\_\_\_, and

WHEREAS, the Employee will be granted educational leave beginning on \_\_\_\_\_, and ending on \_\_\_\_\_.

NOW THEREFORE, in consideration of the promises and of the mutual covenants and undertaking set forth herein, the parties covenant and agree as follows:

1. The Employer will ensure the Employee receives a stipend equal to \_\_\_% of the monthly base salary the Employee is receiving at the time the Employee enters school. Should the Employee receive any financial assistance in the form of grants, scholarships or other funds the employee is not obligated to repay, the stipend provided by the Employer shall be adjusted to ensure the salary during the training period shall not exceed the employee's regular salary. A notarized statement of salary funding and sources must be submitted to the Employer. The employee retains full responsibility for promptly reporting changes in receipt of such financial assistance to the Employer.
2. The amount of said stipend will remain constant throughout the period of out-service training unless an across-the-board salary increase is granted to all state employees.
3. The Employee will not accumulate annual or sick leave while on educational leave. All other employee benefits will be retained.
4. The Employee will remain enrolled in the aforementioned educational institution for the period of educational leave granted, barring unforeseen circumstances beyond the control of the Employee or Employer.

5. The Employee will return to employment with the Employer and perform services of the nature for which training is undertaken, and the Employee will remain in the employment of the Employer for a minimum of twelve (12) months or for twice the number of months of the training completed for which leave was granted, whichever is greater, subject to the alternative arrangement stated in Items 9, 10, 11, and 12.
6. The Employee shall have an exit conference with the Employer no later than sixty (60) days prior to the end of the out-service training period at which time the Employee shall execute an installment note that sets out the repayment terms should the Employee elect not to complete the employment required in Item 5. If the Employee fails to execute this note or to attend the exit conference remaining salary payments may be withheld by the Employer and Employee will still be liable to Employer as otherwise set out in this contract.
7. The Employer will compensate the Employee for services stated in Item 5 in accordance with the standard compensation paid by the Employer for the position occupied by the Employee.
8. The Employer will assign the Employee to the same position he/she held at the time of the execution of this contract or to a position with comparable salary.
9. Should the Employee choose not to remain in the employ of the Employer for the full time agreed to in Item 5 the Employee will reimburse the full time amount of all training expenses incurred by the Employer pursuant to this contract including but not limited to salary, contributions to Employee's insurance program, social security contributions, tuition, required fees and stipends.
10. Should the Employee return to employment after completing the out-service training and fail to remain employed for a period sufficient to satisfy the provisions of Item 5 of this contract, the Employee will reimburse the Employer for all training expenses in an amount proportionate to the total expenditures in a fraction computed by dividing the days remaining by the number of days the Employee agreed to work according to Item 6 of this contract.
11. Employee will make any reimbursement described in Items 9 and 10 on the date of his/her termination of employment by payment of full amount due to the Employer, or pursuant to the terms of the Note of the election of the Employer.
12. If the Employee fails to complete successfully any training assignment because of an unexcused absence, the Employer may require the Employee to reimburse the State for all costs incurred, including salary, within the time period established by the Employer.
13. Should it be necessary to initiate action to enforce this contract, including the collection of any money to which the Employer is entitled under this contract, the Employee agrees to pay attorneys' fees and all court costs and other applicable charges incurred in said proceedings.
14. The Employee or his/her estate shall not be bound by this agreement if the training activity is terminated prior to completion, either at the convenience of the



State of Tennessee or because of death, prolonged illness, disability, or similar conditions beyond control of the Employee, as determined by the Employer. Discharge for charges such as misconduct, unsatisfactory work, or similar causes will not automatically relieve the Employee of financial obligation.

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Employee Signature

Date

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Human Resources Director Signature

Date

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Commissioner Signature

Date

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