

SUPERIOR COURT OF GUAM

ADMINISTRATIVE POLICY

The Interim Training Policy and Procedures

**STATEMENTS OF POLICY:** It is the Court's responsibility to provide employees with the opportunity to develop and enhance their skills and abilities as public servants in order to perform their tasks at the level of expectation, if not beyond and retain employees of professional caliber. Training approved however, will require employees to comply with the following procedures for protection of the organization's vested interest. The following procedures shall apply to all training which include:

- a. Local/Off-Island
- b. In-Service (Educational)
- c. On-The-Job (OJT)

**I PREPARATION OF DIVISION TRAINING PLAN**

After consultation and coordination with the Human Resources Administrator or Designate Training Officer, all Division Heads must submit a Division Training Plan for each Fiscal Year on a specific date approved and scheduled by the Administrative Director.

**II RESPONSIBILITIES**

**A. DIVISION/SECTION HEADS**

1. All Division Heads are responsible for informing employees of scheduled training upon the receipt of confirmation from the Human Resources Administrator or Designate Training Officer.
2. It is the responsibility of the Division Head to inform the Human Resources Administrator or Designate Training Officer of any changes prior to the scheduled training.
3. Division/Section Heads are to initiate every action concerning failure by employees to attend or complete approved training based on guidance and information obtained by the Human Resources Administrator or Designate Training Officer. Repeat incidents are to be reported to the Administrative Director.

B. **EMPLOYEES**

1. Employees officially approved for training are placed on administrative leave for the duration of the approved training period. The employee shall be responsible for submitting proper leave forms for payroll purposes.
2. Employees officially approved for training are advised that they are on official duty assignment during the period of training, and subject to the same conditions and requirements that are given to all other job-related duties and assignments.
3. Employees completing local training must submit a brief report and a copy of their certificate of completion to the Administrative Director and a copy to Personnel Section, within ten (10) working days following the return to duty from official training.  
  
Any request for extensions must be submitted, in writing, and approved by the Administrative Director.
4. Unless authorized by the Administrative Director, compliance to applicable Travel Rules & Regulations (Rule 4.07 & 7.11) are enforced for off-island training.

**III DISCIPLINARY ACTION FOR NON-COMPLETION**

Employees attending local or off-island training may be disciplined through **Notice** in memorandum form by their Supervisors/Division Heads for any unexcused absences from or for failure to complete a training assignment.

A copy of such **Notice** must be forwarded to the Designated Training Officer for record purposes.

IV REQUEST FOR REPEAT OF TRAINING

Approval to attend the same training course shall normally not be permitted. Exceptions may be considered when failure to attend or complete training is determined to have been beyond the employee's control or repeat attendance is required under procedures contained in a Judiciary-sponsored training course or program.

The Administrative Director may grant exceptions in cases involving employee illness, personal hardships, or other unusual organizational circumstances.

V CONTINUED SERVICE AGREEMENT

A. Service Agreement Requirements

1. Employees scheduled to attend training for a minimum of forty (40) hours or more and/or any off-island travel for which the Superior Court of Guam pays all or part of the training cost must sign a **Continued In-Service Agreement** prior to the beginning of the training.

The Agreement requires the employee to remain employed with the Superior Court of Guam upon the completion of training, for the period of:

- a. Three times the length of training when the employee is compensated for salary and all direct and in-direct costs of training is assumed by the Superior Court.
  - b. One month or the length of training, whichever is greater, when the Superior Court pays for part or all direct and in-direct costs of training and the employee receives no salary.
2. The in-service agreement shall commence on the first day of the employee's return to work status upon the completion of training.

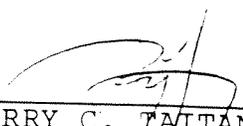
B. Service Agreement Exemptions

1. A Continued In Service Agreement is not required for:
  - a. Local training that does not exceed thirty-nine (39) hours.
  - b. Training provided by local vendors as part of regular service incident to initial purchases or lease of products or equipment.

C. Failure to Fulfill In Service Agreement

1. Failure to complete training will be under the discretion of the Administrative Director to determine what is reasonable for non-reimbursement or for the employee to reimburse a prorated amount.
2. Should the employee resign voluntarily from the Superior Court prior to completing his In Service Agreement term and does not give the advance notice, the Administrative Director will have full discretion whether to require the employee to reimburse the total training costs or a prorated amount.
3. Human Resources Administrator/Designate Training Officer will inform the employee of all conditions and obligations at least ten (10) days prior to the commencement of the training.

This policy serves as a general policy for Employee Training and shall remain in effect until otherwise superseded.

  
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PERRY C. TAITANO, Administrative  
Director of the Courts