



## AGREEMENT FOR EDUCATIONAL RELEASE TIME AND SERVICE COMMITMENT

**THIS AGREEMENT FOR EDUCATION RELEASE TIME AND SERVICE COMMITMENT** is made this \_\_\_\_ day of \_\_, \_\_ by and between, \_\_\_\_, ("you" or "Participant") and The Johns Hopkins Health System Corporation ("JHHS").

### RECITALS

You and JHHS are entering into this Agreement pursuant to a program entitled Incumbent Worker Career Acceleration Program (the "**Program**"). The Program is a career advancement program for JHHS employees who wish to pursue a career in an allied health profession. Individuals in the Program are entitled to attend school on a full-time basis and work at the JHHS affiliate at which they are currently employed ("**Home Affiliate**") on a part-time basis while maintaining a salary and benefits of a full-time employee. In return, individuals are obligated, upon completion of their education, to work full-time at their Home Affiliate or another JHHS affiliated facility as determined by JHHS (an "**Affiliate**") (other than Howard County General Hospital ("**HCGH**")) for a set period of time as defined in this Agreement. The service commitment is based on twenty-four (24) months of full-time service, with a maximum service commitment of three (3) years.

### AGREEMENT

In consideration of the mutual undertakings hereinafter set forth, the parties agree as follows:

**1. PARTICIPANT'S OBLIGATIONS.** In consideration of JHHS' allowing you to participate in the Program and receive the benefits set forth below, you agree to do all of the following:

A. Training Course.

1. On or about \_\_, \_\_\_\_ you shall enroll as a full-time student in the \_\_\_\_\_ training program at \_\_\_\_\_ (the "**Training Course**").

2. You shall work at your Home Affiliate at least three (3) days per week for a minimum of twenty-four (24) hours.



3. You shall complete a minimum of twenty-four (24) credit hours in the Training Course each calendar year.

4. You shall successfully complete the Training Course no later than \_\_\_, \_\_ (the “**Projected Completion Date**”).

B. After Completion of Training Course. Once you have completed the Training Course, you shall:

1. Work at your Home Affiliate on a full-time basis for not less than six (6) months from the date of completion of the Training Course (the “**Initial Service Commitment**”) unless you accept an offer of employment with an Affiliate as required by subsection 4.B.2.

2. Accept any offer of employment by an Affiliate for a full-time position as made to you during the Initial Service Commitment. You shall accept any such offer within seven (7) days of the date the offer is made to you. Notwithstanding the foregoing, you may, but are not obligated to, accept an offer of employment from HCGH as a full-time \_\_\_.

3. Remain continuously employed by such Affiliate or HCGH as a full-time \_\_\_\_\_ for a period of not less than 1 year and 0 months (the “**Service Commitment**”), except if such employment is terminated for lack of work (e.g. layoff), death or medical disability. In the event that you do accept an offer of employment from HCGH, such employment shall constitute performance under the Service Commitment requirement of this Agreement.

Periods of unauthorized leave or layoff during which you have recall rights to such position will not constitute a break in continuous employment, but will not count toward satisfaction of the Service Commitment.

**2. JHHS’ OBLIGATIONS.** In consideration of your agreement to enter into the Program and the performance of your obligations under this Agreement, JHHS agrees that during the Training Course it or your Home Affiliate shall pay your current full salary to you and shall provide medical and pension benefits, vacation time and sick leave.



### 3. DEFAULT

A. Events of Default. You will be in default of your obligations under this Agreement if and when any of the following events occur:

1. During the Training Period:

a. You fail for any reason to successfully complete the Training Course by the Projected Completion Date.

b. Your status as an actively enrolled full-time student is discontinued for any reason whatsoever.

c. Your employment with the Home Affiliate is terminated for cause.

2. After the Training Period:

a. You fail to accept an offer of employment as a full-time \_\_\_\_\_ from an Affiliate during the Initial Service Commitment.

b. If, having accepted an employment offer from an Affiliate or HCGH, you fail for any reason to remain continuously employed by such Affiliate or HCGH as a full-time \_\_\_\_ until the Service Commitment is satisfied (except if such employment is terminated for lack of work (e.g., layoff), death or medical disability).

c. You violate the provisions of Section 4 of this Agreement.

B. Remedies for Default. If any event of default occurs under this Agreement, JHHS, in its sole discretion, may employ any remedy then available to it, whether at law or in equity, including, but not limited to, the following:

1. Proceeding by appropriate court action to recover damages for the breach of this Agreement.

2. Terminating this Agreement as to all or any part as JHHS, in its sole discretion, may determine.



3. Pursuing any other rights or remedies available to JHHS under the laws of the State of Maryland.

4. For a violation of Section 4, the remedies stated therein.

C. Paid Time Off. If any event of default occurs or this Agreement is otherwise terminated pursuant to Section 3.B. above, Participant does hereby consent as required by Labor & Employment Article of the Maryland Annotated Code, § 3-503(2), Maryland Wage Payment and Collection Law to allow JHHS to retain and use funds set aside as Participant's Paid Time Off ("PTO") to repay any losses or damages that JHHS may have incurred as a result of Participant's default. Participant's PTO includes any unpaid sick and/or vacation pay accrued by Participant. The PTO funds will be retained by JHHS at the time of either Participant's termination or resignation from employment, and will be credited to any amounts JHHS claims are due and owing to it by Participant. The amount of reimbursement shall be determined by multiplying the number of hours in Participant's PTO account by one half (1/2) of Participant's hourly rate of pay at the time of discharge.

#### **4. EXCLUSIVE EMPLOYMENT COMMITMENT**

A. Commitment to Affiliate. If you decline an offer by an Affiliate for full-time employment as a \_\_\_\_\_ made during the Initial Service Commitment, or, if after accepting such offer from an Affiliate, you fail, for any reason whatsoever, to remain continuously employed by such Affiliate as a full-time \_\_\_\_\_ during the Service Commitment period, you shall not accept employment as a full-time or part-time \_\_\_\_\_ from any other employer located within fifty (50) miles of your Home Affiliate or the Affiliate to which you were then working, as the case may be, for the full or remaining portion of the Service Commitment period.

B. Commitment to HCGH. If you decline an offer of employment by HCGH for full-time employment as a \_\_\_\_\_ made during the Initial Service Commitment or, if after accepting such an offer, you fail, for any reason whatsoever, to remain continuously employed by HCGH as a full-time \_\_\_\_\_ during the Service Commitment period, you shall not accept employment as a full-time



\_\_\_\_\_ from any other employer located within fifty (50) miles of your Home Affiliate or HCGH (if then working at HCGH) for the full or remaining portion of the Service Commitment period

C. No Commitment. In the event that no Affiliate offers you employment during the Initial Service Commitment, this Section 4 shall be null and void and of no further effect, or, if after accepting an offer of employment from an Affiliate or HCGH, such Affiliate or HCGH, as the case may be, terminates your employment for any reason.

D. Remedies for Violation. You acknowledge that if you violate Exclusive Employment Commitment you will irreparably and continually damage JHHS. You also acknowledge that money damages may not be adequate to remedy your violation of the Exclusive Employment Commitment. Accordingly, you agree that if you violate the Exclusive Employment Commitment, JHHS shall be entitled to

1. Preliminary and permanent injunctions enjoining you from violating the Exclusive Employment Commitment any further, and
2. Money damages insofar as they can be determined.

## **5. AT WILL EMPLOYMENT**

This Agreement does not constitute a contract of employment. JHHS retains the sole discretion not to offer you full-time employment upon the completion of the Training Course, or to terminate you at will from any position at any time, subject only to the terms of an applicable collective bargaining agreement, if any.

## **6. TERMINATION OF AGREEMENT**

Participant acknowledges and agrees that JHHS' ability to perform its obligations under this Agreement is contingent upon the availability of sufficient funds from the Program for the length of the Training Course. Therefore, notwithstanding any other provision of this Agreement, in the event that the Program terminates or if there are not sufficient funds available from the Program as aforesaid, JHHS may, in its sole discretion, terminate this Agreement.



**7. AMENDMENTS**

This Agreement may be amended by a writing signed by you and JHHS.

**8. MARYLAND LAW**

The parties hereto agree that the laws of the State of Maryland shall govern this Agreement.

**9. SUPERCEDES PRIOR AGREEMENT**

This Agreement contains the entire agreement between the parties as to the Program and supercedes any and all prior agreements between the parties related to educational release time and service commitments under the Program.

**10. SEVERABILITY**

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision or part of a provision had not been contained herein. If any of the provisions of this Agreement, or any part thereof, is held to be unenforceable because of the duration or geographic area of such provision being unreasonable, the parties agree that the Court making such determination shall have the power to modify the duration, geographic area, and/or other terms hereof, and as so modified, said provision(s) shall then be valid and fully enforceable as between the parties. In the event that the Courts of any one or more jurisdictions shall hold any such provision wholly or partially invalid or unenforceable for any reason whatsoever, it is the intention of the parties that such determination not bar or in any way adversely affect JHHS' right to the relief provided for herein in the Courts of any other jurisdictions as to breaches or threatened breaches of such provisions in such other jurisdictions, the covenants



and restrictions contained in this Agreement, as they relate to each jurisdiction being, for this purpose, severable into diverse and separate, independent covenants.

[Signatures Contained on Next Page]

THE JOHNS HOPKINS HEALTH SYSTEM  
CORPORATION

\_\_\_\_\_  
Pamela Paulk  
Vice President  
Human Resources

HOME AFFILIATE:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
[Department Head or Other Representative]

PARTICIPANT:

Acknowledged and Agreed:

\_\_\_\_\_  
Signature  
\_\_\_\_\_



Print Name