

AGREEMENT FOR EXTENDED ACADEMIC LEAVE WITH PAY BETWEEN MH/DD/SAS

Facility

and

Employee

This agreement, is entered into this the _____ day of _____, by and between the [facility], hereafter referred to as the “facility,” and _____, hereafter referred to as “employee.”

The parties to this agreement mutually acknowledge that this agreement is voluntary. The employee’s participation in an educational program under this agreement is not a condition of continued employment. The employee will obtain the benefit of extended academic leave with pay, and the facility will receive the benefit of an applicant for a position for which recruitment and retention is difficult.

This agreement shall commence on the _____ day of _____, and terminate upon the facility’s and employee’s completion of the obligations set forth herein; upon the employee’s separation from employment or inability to meet the obligations set forth; or subsequent unavailability of funding.

The employee and the facility agree to the following obligations:

I. Employee will:

- A. 1. Satisfactorily participate in (as defined by the educational institution) a full-time Nursing Program at _____ (hereafter referred to as the “educational institution”) for a period of _____ (not to exceed 24 months for full-time program or 48 months for part-time program), beginning on or about the _____ day of _____.
2. Satisfactorily complete (as defined by the educational institution) said program.
3. Continue working for the facility for at least 24 hours per week during his/her participation in said program, with the facility granting up to 16 hours of academic leave with pay per week to fulfill course requirements of the program.
- B. Pay tuition as required by the educational institution by date due.
- C. Complete the service obligation and/or repayment of funds as specified in Section III of this agreement.

II. The Facility will:

- A. Pay employee at his/her regular salary during the period of the employee’s satisfactory participation in the program (up to 24 months for full-time program or 48 months for part-time program), provided that the employee maintains satisfactory job performance and acceptable personal conduct, as defined by the State Personnel Manual, as it is updated, which is incorporated by reference herein and made a part of this agreement at the facility, provided that the employee maintains his/her employment at the facility and is not suspended, demoted, dismissed, or otherwise becomes unable to perform the essential functions of the job.
- B. Grant employee academic leave with pay up to 8 hours for part-time program and 16 hours for full-time program per week from his/her job at the facility for educational purposes while classes are in

session at the educational institution during the period of the program, not to exceed 24 months for full-time program or 48 months for part-time program.

III. Service obligation and repayment of funds:

- A. After completing the nursing program, the employee agrees to continue full-time employment at the facility for a period equal to the length of time extended academic leave with pay was granted, not to exceed 12 months.
- B. If for any reason, other than death or incapacitating illness, the employee does not fulfill his/her obligations under Section I and III (A) herein, the employee shall refund to the facility a portion of the salary paid to him/her during his/her participation in the nursing program. The amount to be repaid is based upon the employee's hourly rate of pay multiplied by the number of hours academic leave with pay was granted per week in excess of the five (5) hours per week of academic leave which is allowed by state policy. Such repayment shall be due and payable to the facility over a period of 12 months. At a minimum, the payments shall be made in 12 equal payments. The first payment shall be due at the end of the calendar month in which the employee fails to fulfill his obligations as set forth in Section I and III (A). Each payment is due at the end of each consecutive month thereafter.
- C. If at any time during the period of this educational program, or agreement, the employee is terminated from employment by the facility due to unsatisfactory job performance, unacceptable personal conduct (as those terms are defined by the State Personnel Manual, which is incorporated by reference and made part of this agreement), or any other reason allowed by State law or policy, the employee shall refund to the facility a portion of the salary paid to him/her during his/her participation in the nursing program. The amount to be repaid is based upon the employee's hourly rate of pay multiplied by the number of hours academic leave with pay was granted per week in excess of the five (5) hours per week of academic leave which is currently allowed by state policy. Such repayment shall be due and payable to the facility over a period of 12 months. At a minimum, the payments shall be made in 12 equal payments. The first payment shall be due at the end of the calendar month in which the employee is terminated.

All sums of money due under Section III (B) and III (C) of this agreement are not a "cost of training." The educational program herein is voluntary and is not necessary for the employee to retain his/her current position with the facility. All sums of money due under Section III (B) and III (C) of this agreement are to be considered debts to the facility until paid in full.

IV. Modification

The facility may amend, supersede, or terminate this agreement upon written notification to the employee. Likewise, the employee may terminate this agreement upon written notification to the facility, subject to the repayment clause in section III (B) above.

The parties hereto have executed this agreement in duplicate originals, one of which is retained by each of the parties.

Employee

Director of Nursing

Agency Director

Department/Unit Nurse Manager