



AGREEMENT FOR EDUCATIONAL RELEASE TIME AND SERVICE COMMITMENT

THIS AGREEMENT FOR EDUCATION RELEASE TIME AND SERVICE COMMITMENT is made this ___ day of _____, 20 _____ 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 – Accelerated GED (the "GED Program"). The GED Program is a career advancement program for JHHS employees who wish to pursue a career in an allied health profession. Individuals in the GED Program are entitled to attend training on a full-time basis as defined by the training provider 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 as required under this Agreement.

AGREEMENTS

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 GED Program and receive the benefits set forth below, you agree to do all of the following:

A. Training Course.

1. On or about _____, 20_____ you shall enroll as a student in the GED training program at _____ (the "**Training Course**"), for _____ hours per week.

2. You shall continue to work at your Home Affiliate for at least _____ hours per week.

3. You shall successfully complete the Training Course not later than _____, 20_____ (the "**Projected Completion Date**").

B. After the Completion of the Training Course. Subject to the provisions of Section 3 of this Agreement:



1. You shall maintain full-time employment with your Home Affiliate at such Home Affiliate's regular pay level in the position currently held as a _____.

2. You shall work for such Home Affiliate in that capacity for a continuous period of at least _____ (the “**GED Service Commitment**”). However, you only need to continue to work in the department in which you currently work at the time of signing this Agreement (namely, _____) (the “**Department**”) for the first three (3) months of the GED Service Commitment.

2. JHHS’ OBLIGATIONS. In consideration of your agreement to enter into the GED 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, medical and pension benefits, and provide vacation and sick leave.

3. ADDITIONAL PROVISIONS REGARDING SERVICE COMMITMENT

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

4. 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 student in the Training Course is discontinued.

c. You fail to make every effort to adhere to satisfactory work performance standards with your Home Affiliate or your employment with the Home Affiliate is terminated for cause.



2. After the Training Period:

a. You fail for any reason to remain continuously employed by your Home Affiliate or until the GED Service Commitment is satisfied (except if such employment is terminated for lack of work (e.g., layoff), death or medical disability) or you fail for any reason to work in the Department for the first three (3) months of the GED Service Commitment as a full-time _____ (which is your currently held position).

b. You violate the provisions of Section 5 of this Agreement.

B. Remedies for Default. If any event of default occurs 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 5, the remedies stated therein.

5. EXCLUSIVE EMPLOYMENT COMMITMENT

A. Commitment. If you fail, for any reason, to remain continuously employed by your Home Affiliate as a full-time _____ during the GED Service Commitment, you shall not accept employment as a full-time or part-time _____ from any other employer located within fifteen (15) miles of your Home Affiliate for the full or remaining portion of the GED Service Commitment.



B. Remedies for Violation. You acknowledge that if you violate the 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

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 GED 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 GED Program as aforesaid, JHHS may, in its sole discretion, terminate this Agreement.

7. AT WILL EMPLOYMENT

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

8. AMENDMENTS

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

9. MARYLAND LAW

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

10. SUPERCEDES PRIOR AGREEMENT



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

11. 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.



THE JOHNS HOPKINS HEALTH SYSTEM
CORPORATION

Pamela Paulk
Vice President
Human Resources

[Signatures Continued on Next Page]

HOME AFFILIATE:

Name: _____
Title: _____
[Department Head or Other Representative]

PARTICIPANT:

Acknowledged and Agreed:

Signature

Print Name