

LPN Certificate Program Participation Agreement Between



MASSACHUSETTS DEPARTMENT OF DEVELOPMENTAL SERVICES And Participating Employee 2026-2027

This Agreement is made between the Commonwealth of Massachusetts, Department of Developmental Services (hereafter the “Department”) and the qualified Direct Support Worker (“DSW”), Recreation Therapist, or Residential Supervisor Program Participant (hereafter “Participant”) accepted to the LPN Certificate Program (hereinafter referred to as the “Certificate Program”).

The Agreement is entered into by the parties for the purpose of identifying the respective and mutual responsibilities of both parties in a collaborative and mutually beneficial manner.

I. Background/Purpose:

The purpose of the Certificate Program is to create educational and promotional opportunities for DSWs, Recreation Therapists and Residential Supervisors, to enhance skill levels and service delivery of Department employees, to fortify the Department LPN workforce, and to ensure that individuals supported by the Department enjoy the benefits of a committed and trained workforce.

II. General:

The Department will pay up to \$20,000 for Participant’s tuition and fees in an approved educational institution LPN program (“LPN Program”), according to the requirements detailed below. The Department will also pay 4/5 (80%) paid educational leave with full benefits while the Participant is enrolled in the LPN Certificate Program.

Participant will be required to work one 8-hour shift per week while attending the full-time LPN program, except during LPN program vacations or breaks, during which the Participant will be required to work a full 40-hour week, or portion thereof. Participant understands that Participant will be expected to work for at least two years for the Department as an LPN upon completion of the requisite training, certification, and licensing exam.

If Participant voluntarily disenrolls from the LPN program before completion or voluntarily leaves Department employment before completing the two-year employment expectation, Participant will be responsible for reimbursing the Department an amount equal to the total cost of attending the LPN Certificate Program, up to \$20,000.

III. Participant Responsibilities:

A. Education Program – Enrollment and Participation:

1. Participant shall attend a full-time LPN program approved by the Department.
2. Participant shall share the academic school calendar and the Participant’s course schedule with the Department Certificate Program designee, including classes, labs and any clinical/shadowing/internship expectations.

3. Participant shall attend any academic support classes offered by the Department specifically for the LPN Certificate program participants prior to the start of the school year.
4. Participant shall notify the Department Certificate Program designee as soon as possible if they are having any academic difficulty in meeting the minimum required grade(s) to successfully complete their LPN Program. The Participant shall proactively contact the LPN Program coordinator and/or course instructor and ask for extra help to successfully address the academic difficulty Participant is experiencing. Participant shall keep the Department Certificate Program designee updated on such efforts to get extra academic help from their LPN program.
5. Participant shall sign the Family Education Rights and Privacy Act (FERPA) Consent to Release Educational Records form at the start of the academic year so that the LPN Program Coordinator can share monthly updates on the academic status of the Participant with the Department Certificate Program designee.
6. Participant shall submit transcripts to the Department Certificate Program designee at the end of each semester within one week of grades posting.
7. Participant shall follow the LPN Program requirements and timelines for graduation from the LPN Program, including regular program attendance, proper conduct, and GPA requirements.
8. Participant shall submit tuition and fee invoice and approved LPN Program expenses to the Department Certificate Program designee in a timely manner. Participant shall be prepared to pay upfront for LPN Program fees, books and required supplies and seek reimbursement from the Department through the Department Certificate Program designee.
9. Participant shall notify the Department of any financial aid or scholarships received that would reduce the Participant's tuition or fee obligations for enrollment.

B. Education Program – Disenrollment/Departure:

1. Participant shall immediately notify the Department in writing should they disenroll from their LPN Program or otherwise terminate their participation in the LPN Program.
2. If Participant fails to successfully complete the LPN Program, Participant shall agree to reimburse the Department for tuition and fees remitted on Participant's behalf if the Department asks the Participant to do so. The manner of repayment will be separately defined.
3. When applying to a full-time LPN certificate program at a community college, the Participant shall complete and submit the Free Application for Federal Student Aid (FAFSA) and accept all non-loan financial aid offered by the community college.
4. Participant shall be responsible for any other fees or charges incurred by the Department for Participant's failure to timely communicate their disenrollment and/or termination in the LPN Program.

C. Post-Graduation Expectations:

1. Within six (6) months of graduating from the LPN Program, the Participant shall take the LPN licensing examination. An extension of this deadline may be granted at the discretion of the Department.
2. Participant shall provide a copy of the results from the LPN licensing examination to the Department Certificate Program designee.
3. The Participant is expected to continue to work for the Department for a minimum period of two (2) years. The two-year expectation shall start one-month post licensure or upon employment as an LPN by the Department, whichever is sooner.
4. If Participant elects to opt out of the two-year employment expectation, Participant shall reimburse the Department the amount equal to the total cost of attending the LPN Program paid by the Department.
5. Participant shall accept the Department's employment placement as an LPN at the location assigned to them by the Department. Participant waives their right to transfer during the two (2) years post LPN licensure.
6. If Participant does not pass the LPN licensing examination and/or is no longer in pursuit of their LPN licensing, Participant agrees to work for the Department for two (2) years post-graduation or reimburse the Department for the full cost of the LPN program.
7. Within one week of the last day of the Participant's final term (or upon program termination/departure), Participant shall resume a full-time schedule (40 hours per week) at their currently assigned worksite/work placement, if still available. If Participant's worksite has no full-time vacancies or no vacancies during their former schedule, Participant shall be placed in the closest worksite and/or schedule as practicable.
8. Participant is expected to work full-time while preparing for the LPN licensing examination.

D. Participant Ongoing Employment Obligations

1. When the LPN Program is in session, Participant¹ shall work one 8-hour shift per week at their assigned placement. Session shall be defined as the credit bearing classes towards the degree requirement, and does not include introductory meetings, engagements or school-sponsored social events in preparation for program start.
2. When the LPN Program is in session, Participant may, if Participant chooses, work up to one shift of overtime per week and receive additional compensation for the overtime work.
3. When the LPN Program is in session, Participant shall not be included in the mandated overtime rotation.
4. When the LPN Program is not in session (e.g., school breaks of one week or longer in duration, disenrollment), Participant shall work full-time (40 hours per week) for the Department.
5. When the LPN Program is not in session (e.g., school breaks of one week or longer in duration, disenrollment), Participant shall be included in the mandated overtime rotation and remain subject to ongoing operational needs in place.

1. ¹ A Residential Supervisor shall work one weekend shift and two four-hour shifts scheduled per week.

6. Participant shall remain a Department employee in good standing.
7. Participant shall follow the time off request process currently in place.

IV. Commonwealth/DDS Responsibilities:

1. The Department shall pay tuition costs for the LPN Program for as long as the Participant is enrolled full-time, attending courses, meeting minimum grade requirements and in good standing.
2. The Department shall pay required fees for the LPN Program, including books, lab fees, and uniforms, up to \$20,000 per employee.
3. The Department shall pay a maximum of \$20,000 per lifetime of Participant/employee to the LPN Program on behalf of the Participant per the "LPN Certificate Program Financial Benefit Guidelines."
4. The Department shall remit payments for tuition and fees directly to the participating LPN Program on behalf of Participant.
5. Any scholarship the Participant receives shall act as an offset to the Department's obligation.
6. The Department shall not be responsible for any loans taken out in Participant's name.
7. The Department shall pay for one (1) licensing examination fee. The licensing fee will be paid directly to the licensing authority.
8. The Department will reimburse the cost for a laptop or tablet for the LPN Program use, up to \$1,000. The amount for said technology equipment shall be deducted from the \$20,000 Participant lifetime limit.
9. The Department *will not* pay for:
 - a. Travel time or mileage to or from the LPN Program;
 - b. Transportation to and from the LPN Program;
 - c. Boarding costs;
 - d. Technology costs, such as Internet;
 - e. Printers or other non-mandatory expenses per the LPN Certificate Program Financial Benefit Guidelines; or
 - f. Licensing examination fees after the first attempt.
10. All or a portion of the cost to retake any failed course may be the Participant's responsibility once the \$20,000 lifetime limit is exhausted.
11. The Department shall pay 4/5 (80%) paid educational leave with full benefits while the Participant is enrolled in good standing with the LPN Program and in good standing with the Department in their employment.
12. Related to III.A.4 of this agreement, the Department Certificate Program designee will email the educational institution's LPN Certificate Program coordinator each month while school is in session and ask for confirmation that the Participant remains in their program in good academic standing and is meeting the academic requirements of the program.
13. The Department shall use best efforts to place Participant, once licensed as LPN, in a Department LPN vacancy. The Department shall use best efforts to place Participant in as proximate a program as possible, understanding vacancies often are subject to variability, bidding, need, etc.

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

Additional Provisions

This Agreement, together with any Rider attached hereto, contains and embodies the entire agreement of the parties hereto, and no representation or agreements, oral or otherwise, between the parties not contained in this Agreement and/or Rider, shall be of any force or effect.

This Agreement may not be modified, changed or terminated in whole or in part in any manner other than written notice in writing duly signed by both parties hereto.

In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of this Agreement.

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

All exhibits, attachments, riders (as applicable) and addenda referred to in this Agreement and listed herein below are incorporated into this Agreement and made a part hereto for all intents and purposes.

A Rider may be included to clarify additional and specific arrangements. In such case, when any two terms are contrary, the modification of the Agreement in the Rider shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by a duly authorized representative the date and year first above-written.

Participant

Date

For the Commonwealth

Date