



DSW to LPN Certificate Program Participation Agreement Between MASSACHUSETTS DEPARTMENT OF DEVELOPMENTAL SERVICES And Participating Direct Support Worker 2024

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

The Agreement is intended to provide an instrument that will specify 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, 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 LPN program tuition and fees, according to the requirements outlined in detail below. DDS will also pay 4/5 (80%) paid educational leave with full benefits during the time Participant is enrolled in the LPN program.

Participant will work one 8-hour DDS shift per week while attending the LPN program, except during LPN program vacations, during which the employee will be required to work a full 40-hour week. Participant understands that Participant will be expected to work for at least two years as a DDS LPN upon completion of the 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 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 submit monthly attendance sheets signed by a representative from the LPN program to the Department.
4. Participant shall submit transcripts to the Department Certificate Program designee at the end of each semester.
5. Participant shall follow the LPN program requirements and timelines for graduation from the LPN program, including regular program attendance, proper conduct, and GPA requirements.
6. Participant shall submit tuition and fee invoice and approved LPN program expenses to the Department Certificate Program designee in a timely manner.
7. Participant shall notify the Department of any financial aid or scholarships received by Participant that would reduce the tuition or fee obligations for enrollment.

B. Education Program – Disenrollment/Departure:

1. Participant shall notify the Department immediately in writing should they disenroll from the LPN program or otherwise terminate their participation in the LPN program.
2. If Participant fails to successfully complete the LPN program, Participant shall reimburse the Department for tuition and fees remitted on Participant's behalf. The manner of repayment will be separately defined.
3. Participant shall be responsible for any other fees or charges incurred by the Department for Participant's failure to timely communicate LPN program disenrollment and/or termination short of graduation.

C. Post-Graduation Expectations:

1. Participant shall sign up for and sit for the LPN licensing examination as soon as practicable after graduation from the LPN program, and no later than six (6) months post-graduation. An extension may be granted at the sole discretion of the Department.
2. Participant shall share the results of the LPN licensing examination with the Department.
3. Once licensed, the Participant is expected to work for the Department as an LPN for a minimum period of two (2) years. The two-year expectation shall start one month post licensure or upon placement as an LPN by the Department, whichever is sooner.
4. If Participant fails to complete the two-year LPN employment expectation, Participant shall reimburse the Department the amount equal to the total cost of attending the LPN program paid by the Department, up to \$20,000.
5. Participant shall accept the DDS LPN placement at the location assigned to them by the Department. Participant may exercise transfer and reassignment rules per their labor agreement.
6. If Participant does not pass the LPN licensing examination and is no longer in pursuit of 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. During the time between completion of the LPN program and before Participant passes the LPN licensing examination, Participant shall work full time (40 hours per week) at their assigned placement.

D. Participant Ongoing Employment Obligations

1. When the LPN program is in session, Participant shall work one 8-hour shift per week at their assigned placement.
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/holidays, disenrollment), Participant shall work full time (40 hours per week).
5. When the LPN program is not in session (e.g., school breaks/holidays, disenrollment), Participant shall be included in the mandated overtime rotation and remain subject to ongoing operational needs in place.
6. Participant shall remain a Department employee in good standing.
7. Participant shall follow the time off request process 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 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 DDS "DSW to 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 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 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 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 cots;
 - d. Technology costs, such as Internet; or
 - e. 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 during the time Participant is in good standing with the LPN program and the Department in their employment.
12. The Department shall use best efforts to place Participants, once licensed as LPN, in a DDS 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