

**University of Maryland Medical System  
Community College Tuition Assistance Incentive Program  
Program Description for Non-RN Positions**

The University of Maryland Medical System is a university-based health care system dedicated to providing the highest quality healthcare to the people of Maryland. UMMS and its member organizations (collectively “UMMS”) desire to be the employer of choice for community college graduates seeking employment in certain healthcare professions.

For this reason, UMMS has established a Community College Partnership, one aspect of which is a Tuition Assistance Incentive Program (the “Program”) for individuals who are new graduates of a Maryland community college. Through the Program, UMMS will provide these individuals with a one-time, \$5,000 payment, less taxes, intended to reimburse them for their community college tuition in exchange for a one-year work commitment. The details of the Program are as follows:

**Executive Summary**

How much is the Tuition Assistance Incentive Payment?	\$5,000
When is it paid?	Upon the later of: (1) successful completion of unit orientation; and (2) obtaining any necessary licensure or certification that enables the Participant to perform their job independently.
Who is eligible to participate in this program?	<ul style="list-style-type: none"> <li>• New graduates of Maryland Community Colleges;</li> <li>• Who, after their start of work, successfully complete their unit orientation and have obtained any licensure or other certification required to perform their job independently.</li> </ul>
What is required from participants in exchange for receiving the Tuition Assistance Incentive Payment?	Participants must commit to working for UMMS in a full-time position for a period of one (1) year.
What happens if a participant leaves before the work commitment period is up?	The Participant will be required to repay the incentive payment.

## **Program Description**

### **1. Tuition Assistance Incentive Payment.**

The Program offers a one-time payment of \$5,000, less tax withholding, to selected new graduates of a Maryland Community College who accept and maintain full-time employment (0.9 or 1.0 FTE) with UMMS for a period of one-year in designated positions.. An applicant who is accepted into the Program is referred to in this document as a “Participant.” Designated positions are listed in Attachment A. As a condition of participating in the Program, a Participant must agree to a one-year work commitment, as described below.

### **2. Payment; Timing.**

UMMS shall make the Tuition Assistance Incentive Payment (the “Payment”) to a Participant within 30 days following the latest date on which Participant: (a) completes all Program eligibility criteria, including successful completion of unit orientation and obtaining any licensure or certification required for their position; and (2) fully signs the Tuition Assistance Incentive Program Participation Agreement and any accompanying documentation.

**3. Eligibility to Participate in the Program.** To be eligible to participate in the Program, an applicant must:

- a. Be a “new graduate” of an accredited Community College Program that qualifies the individual to work in a health care profession;
- b. A “new graduate” means that the individual has graduated from the Community College Program within the immediate 60 days preceding the individual’s application for this Program and corresponding date of hire or transfer;
- c. Be hired for a designated position for which the Program is available at time of their application;
- d. Successfully complete department or unit orientation; and
- e. Pass any licensure examinations or obtain any certifications necessary for the Participant to independently work in the position for which they were hired.

### **4. Application Process.**

UMMS accepts applications for the Program on a rolling basis through the fiscal year based on: (1) staffing needs; and (2) the availability of funding for the Program. Each UMMS Member Organization determines the number Tuition Assistance Incentive Payments available for each eligible position. Applications are then reviewed by each UMMS member organization. UMMS provides notification of acceptance to the Program as soon as possible after receiving an application. The applicant must accept and begin employment in a full-time capacity (.9 or 1.0

FTE) in the next available cohort following their graduation from a Maryland Community College program.

## **5. Selection of Participants.**

The Program is available to a limited number of Participants based on staffing needs and available funding. Applications are considered for designated positions in the order in which they are received. Different UMMS Member Organizations may have different numbers of positions available for a particular job title. For example, based on staffing needs, one hospital may make the Program available to ten respiratory therapists, while another hospital may only make the Program available to only five respiratory therapists.

## **6. Work Commitment.**

As condition of receiving Tuition Assistance Incentive Payment, a Participant must commit to work in a full-time capacity (.9 or 1.0 FTE) for the UMMS member organization for which they have been offered employment for a period of one-year (the “Work Commitment”). The one-year Work Commitment begins on the later of: (1) Participant’s successful completion of any department or unit orientation on their assigned unit; and, (2) the date on which the Participant obtains all necessary certifications or licensure necessary for the Participant to independently perform the job for which they were hired.

**PLEASE NOTE:** The Work Commitment does not begin on a Participant’s first day of work. The one-year period begins to run on the later of (1) Participant’s successful completion of orientation on their assigned unit; and, (2) the date on which the Participant obtains all necessary certifications or licensure necessary for the Participant to independently perform the job for which they were hired.

## **7. Repayment Obligations.**

a. Failure to Satisfy Work Commitment: If Participant fails to satisfy their Work Commitment, including failure to maintain full-time status, for any reason other than those set forth in Section 7(b), below, Participant will be responsible for repaying the Payment, less any taxes paid on that amount, to UMMS. UMMS payroll calculates the net repayment and amount and communicates the amount to the Participant (the “Repayment Amount”). Subject to Section 8, below, the Repayment Amount is due on Participant’s last day of employment.

b. Exceptions. A Participant shall not be required to satisfy their Work Commitment if they are separated from employment due to:

- i. A reduction in force conducted by UMMS; or
- ii. The Participant's total disability, meaning that the individual is permanently unable to perform the essential functions of their position, with or without reasonable accommodation, and there is no other suitable position for the Participant within UMMS.

c. Leave of Absence. If a Participant requires a consecutive leave of absence for one month or more during the Work Commitment, the Work Commitment period shall be extended by the amount of leave taken.

#### **8. Cooperation in Collection of Outstanding Monies.**

In lieu of repayment on Participant's last day of employment, Participant may execute a Promissory Note in favor of UMMS that commits Participant to repay the Repayment Amount, plus interest at the applicable federal rate, within 12 months of Participant's last day of employment. If Participant does not repay the Repayment Amount by Participant's last day of employment, or sign a promissory note committing to repayment plus interest within 12 months of that date, then UMMS shall deduct any portion of the Repayment Amount that has not been repaid from any amounts owed to Participant upon the termination of their employment, including Participant's final paycheck and any accrued but unused paid time off, to the maximum extent permitted by law. Participant is required to authorize said deduction as a condition of receiving Tuition Assistance Incentive Payment. If the amounts deducted pursuant to this authorization do not satisfy the amount of monies owed, UMMS shall pursue collection against the Participant.

#### **9. Equal Employment Opportunity.**

UMMS is an equal opportunity employer. It is our policy to ensure that equal employment opportunities exist for all organization employees and applicants. UMMS shall administer the Program without regard to color, national origin, ancestry, citizenship status, sex, age, religious belief(s), disability, sexual orientation, gender identity and/or expression, marital status, status with regard to public assistance, status as a disabled veteran and/or Veteran of the Vietnam Era, genetic information, or any other characteristic protected by federal, state or local law.

#### **10. Termination of Program.**

UMMS may terminate the Program at any time, except that individuals who have been approved as Participants prior to the Program's termination shall receive any unpaid Tuition Assistance Incentive Payment, and all Work Commitments entered into by participants prior to the termination of the Program must be honored.**ATTACHMENT A**

- Surgical Techs

- Certified Nursing Assistants
- Patient Care Techs
- Medical Assistants
- Respiratory Therapists
- Physician Assistants
- Pharmacy Techs
- Phlebotomists
- Anesthesia Techs
- Histotechnologists
- Medical Laboratory Techs
- Occupational Therapy Assistant
- Radiation Therapy Techs
- Radiography Techs
- MRI Techs
- Dental Assistants
- Ultrasound Technologists/Sonographers
- Physical Therapy Assistants

**University of Maryland Medical System**  
**Community College Partnership Tuition Assistance Incentive Program**  
**PARTICIPANT AGREEMENT**

This Community College Partnership Tuition Assistance Incentive (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, between the University of Maryland Medical System Corporation, on behalf of itself and its member organizations (collectively “UMMS” or the “Medical System”) and \_\_\_\_\_ (“Participant”)(sometimes collectively referred to as the “Parties”).

**RECITALS**

WHEREAS, UMMS has established a Community College Partnership Tuition Assistance Incentive Program (the “Program”), a copy of Program Description is attached hereto and incorporated herein by reference;

WHEREAS, UMMS desires that the Participant participate in the Program; and

WHEREAS, Participant has been provided with a copy of the Program Description, has read it and understands its terms, and desires to participate in the Program;

NOW, THEREFORE, in exchange for the mutual covenants and promises set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

1. Tuition Assistance Incentive Payment

UMMS shall provide Participant with a Tuition Assistance Incentive Payment in the amount of Five Thousand Dollars (\$5,000), less lawful tax withholding (the “Payment”). UMMS shall make the Payment within 30 days following the later of the date on which Participant: (a) completes department or unit orientation; and (2) obtains all certifications or licensure necessary to independently perform the job for which they were hired. No payments will be made until a Participant fully signs this Agreement and any accompanying documentation.

2. Work Commitment: Participant acknowledges and agrees that, as condition of receiving the Payment, Participant will commit to work for UMMS as a full-time employee (.9 or 1.0 FTE) for a period of one-year following the later of their: (1) successful completion of their department or unit’s orientation period; and (2) the Participant obtaining all certifications or licensure necessary to independently perform their job. This one-year period is referred to herein as the “Work Commitment.”

*Leave of Absence.* If a Participant requires a leave of absence of one consecutive month or more for any reason during the Work Commitment, the Work Commitment period shall be extended by the amount of leave taken by the individual.

3. Repayment Obligations.

Participant acknowledges that if they resign, are terminated from employment, or drop below full-time status for any reason prior to the conclusion of the Work Commitment, Participant shall be responsible for repaying the net amount of the Payment that the Participant received after taxes (the “Repayment Amount”). The Repayment Amount must be received by UMMS on or before Participant’s last day of employment.

A Participant is not required to fulfill the Work Commitment if the Participant is separated from employment as the result of a reduction in force conducted by UMMS, or the Participant becomes disabled, meaning that the individual is permanently unable to perform the essential functions of their position, with or without reasonable accommodation, and there is no other suitable position for the Participant within UMMS. Participant acknowledges and agrees that if they are separated from employment for any other reason, including termination for poor performance, they shall repay the Payment.

4. Cooperation in Collection of Outstanding Monies.

In lieu of repayment on Participant’s last day of employment, Participant may execute a Promissory Note in favor of UMMS that commits Participant to repay the Repayment Amount, plus interest at the applicable federal rate, within 12 months of Participant’s last day of employment. If Participant does not repay the Repayment Amount on or before Participant’s last day of employment, or sign a promissory note committing to repayment plus interest within 12 months, then Participant authorizes UMMS to deduct any portion of the Repayment Amount that has not been repaid from any amounts owed to Participant upon the termination of their employment, including Participant’s final paycheck and any accrued but unused paid time off, to the maximum extent permitted by law. Participant acknowledges and agrees that they shall authorize said deduction as a condition of receiving Tuition Assistance Incentive. Participant acknowledges that, if the amounts deducted pursuant to this authorization do not satisfy the amount of the Repayment Amount, UMMS shall pursue collection against the Participant.

5. At-Will Employment.

This Agreement is not an employment contract or a guarantee of employment by UMMS for a particular time. Instead, this Agreement describes the terms and conditions under which the Participant may receive Tuition Assistance Incentive Payment and related benefits, and will be required to repay those benefits if the terms and conditions of the Agreement are not fulfilled. If the Participant is hired by, the employment relationship between the Participant and UMMS shall be “at-will” meaning that either party may terminate the employment relationship at any time for any reason not otherwise prohibited by law.

6. Headings.

Headings used to identify a paragraph have been included only for convenience and are not intended to contain or completely identify the contents of the paragraph.

7. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties relating to the subject matter herein.

8. Severability.

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceable part thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and be enforceable in accordance with its terms.

9. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, regardless of applicable principles of conflicts of laws. The parties irrevocably submit to the exclusive jurisdiction of (a) the Courts of the State of Maryland, and (b) if federal jurisdiction exists, to the United States District Court for the District of Maryland, for the purposes of any suit, action, or other proceeding arising out of this Agreement. The parties hereby irrevocably waive any objection, including that of inconvenient forum, which they may now or hereafter have to the laying of venue for any suit, action or proceeding arising out of or relating to this Agreement in the Courts of the State of Maryland, or in the United States District Court for the District of Maryland.

By signing below, Participant agrees that they have read and understood the terms of this Agreement.

\_\_\_\_\_  
**Participant Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Human Resources**

\_\_\_\_\_  
**Date**

**University of Maryland Medical System**  
**Community College Partnership Tuition Assistance Incentive Program**  
**AUTHORIZATION TO DEDUCT FROM WAGES**

By signing below, I \_\_\_\_\_(Participant Name), authorize the University of Maryland Medical System Corporation (“UMMS”) to deduct from my final wages owed upon termination from employment, including both wages and accrued but unused paid time off (“PTO”), any unpaid amount of the Tuition Assistance Incentive Payment that I will owe if I fail to satisfy the Work Commitment required by the UMMS Community College Partnership Tuition Assistance Incentive Program. This authorization allows UMMS to deduct monies owed by me from my wages to the maximum extent permitted by law. For the purposes of this authorization, wages include, but are not limited to, my salary and/or hourly rate, bonuses, or accrued but unused paid time off.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Printed Name