

Maryland State Department of Education
Division of Rehabilitation Services
DORS Staff Training Agreement

This DORS Staff Training Agreement is entered into by and between the below named employee and the Maryland State Department of Education, Division of Rehabilitation Services (DORS).

In consideration of job assignments and benefits which may accrue hereafter, the employee agrees to the following:

1. I am interested in receiving out-service training as indicated on the MS-551, State of Maryland Application for Out-Service Training Authorization.
2. If the training is authorized, I will:
 - a. Participate in and complete the course to the best of my ability unless my withdrawal is required by or acceptable to the DORS Director of the Division, and
 - b. Remain an employee of DORS following completion of training for a period equal to one year for each 12 credits of tuition reimbursement provided, prorated as appropriate. (For example, DORS reimburses for 36 credits; the individual is required to continue employment with DORS for three years following completion of the degree/program.)
3. I understand that tuition reimbursement is contingent upon continuing to receive at least "Meets Standards" rating on performance evaluations.
4. I understand that I am required to schedule classes at times other than work hours and that if a course is offered only during work time I will request a modified work schedule.
5. I understand that if a modified work schedule will not meet the needs of the employee and/or DORS, approval of the Assistant Superintendent is required to use work hours for out-service training.
6. I understand that tuition reimbursement is contingent upon availability of funds.
7. I understand that if I leave employment with DORS prior to completion of training, I agree to repay DORS for tuition reimbursement provided. Exceptions to the requirement to repay require justification and documentation of significant circumstances and require the approval of the Assistant Superintendent.

If I complete training and leave the employment of DORS prior to the required rate of continued employment (one year for each 12 credits of tuition reimbursed) I agree to repay DORS on a prorated basis.

In the event of tuition repayment, I will be notified by DORS of the amount of tuition that must be repaid. My checks or money orders, payable to DORS, shall be addressed to the Maryland State Department of Education, Division of Rehabilitation Services, 2301 Argonne Drive, Baltimore, Maryland 21218-1696.

In the event payments exceed three years, the account shall be transferred to the Central Collection Unit in accordance with COMAR 17.01.01.04G. Any repayment may be prepaid in part or in full at my option.

8. In the event of any breach of this agreement, I agree to pay, in accordance with Md. Code Ann., State Fin. & Proc. §3-304 and COMAR 17.01.01.07, a 17% collection/attorneys fee on the amount owed as of the date of the breach. The unpaid principal balance shall not bear interest so long as there is no breach of any of the terms contained herein.

In the event of breach, interest will accrue at the rate of 10% per annum from the date of breach, as provided for by federal law.

I, for myself and my heirs, successors and assigns, hereby waive any and all requirements for notice, presentment, protest, demand, diligence, notice of dishonor and/or notice of nonpayment, to the extent the same may be waived under applicable law.

This Agreement, and the rights and remedies arising hereunder, shall be interpreted, governed, construed and enforced under the laws of the State of Maryland. I consent to the jurisdiction of the courts of the State of Maryland and to the jurisdiction of the United States District Court for the District of Maryland.

I acknowledge that all correspondence will be addressed to the Maryland State Department of Education, Division of Rehabilitation Services, 2301 Argonne Drive, Baltimore MD 21218-1696 and will reference any applicable invoice number.

I have read this Agreement and with full understanding execute this Agreement this

_____ day of _____, _____

Employee Signature/Date

Regional/Program Director Signature/Date

Staff Development Specialist Signature/Date

Assistant State Superintendent Signature/Date

cc: Employee, Staff Development Specialist, Employee's Official Personnel Record