

**CONTRACTUAL AGREEMENT, STIPEND AWARD FOR EMPLOYEES
IDAHO DEPARTMENT OF HEALTH AND WELFARE**

This contract is a mutually binding agreement between the Participant, _____, who is currently an Idaho Department of Health and Welfare employee, and the Idaho Department of Health and Welfare, Division of Family and Community Services, hereinafter referred to as the Participant and the Department.

Section I - Obligations of the Department

The Participant shall be provided a stipend in the amount of \$_____ by the Department, for the 20__ - 20__ school year, for a period not to exceed one year to attend the following program**:

Select one of the following Universities/Colleges:

_____ Master of Social Work degree program at Boise State University's School of Social Work*

_____ Master of Social Work degree program at Eastern Washington University's School of Social Work*

_____ Master of Social Work degree program at Northwest Nazarene University's Department of Social Work*

_____ Bachelor of Social Work degree program at Boise State University's School of Social Work*

_____ Bachelor of Social Work degree program at Idaho State University's Department of Sociology, Social Work, and Criminal Justice*

_____ Bachelor of Social Work degree program at Lewis-Clark State College's Social Work Program*

_____ Bachelor of Social Work degree program at Northwest Nazarene University's Department of Social Work*

_____ Bachelor of Social Work degree program at Eastern Washington University's School of Social Work*

**Herein after referred to as University*

***Note: Stipend agreements with Participants are reviewed annually by the Department to determine whether renewal is appropriate. While it is the intent of the Department to support Participants through to completion of their scheduled course of study, certain circumstances may preclude renewal, including Department budget cuts, position freezes, other circumstances beyond the Department's control, or the Participant's performance in the program falls below the University's acceptable standards.*

Costs associated with living arrangements, supplies, travel and incidentals shall not be the responsibility of the Department. The Participant is responsible for any and all tax liability associated with the stipend award and is encouraged to contact a tax advisor to determine what, if any, liability may be incurred.

Section II. - Obligations of the Participant

As the Participant has been accepted for the Social Work degree program, the Agreement shall commence with the execution of this contract and end at the conclusion of the reporting period, three years from the date of graduation from this program, or sooner if the Participant discontinues this program or if the Participant's performance falls below an acceptable standard established by the University, as defined below. The Participant's target graduation date follows the _____ quarter / semester of the year 20_____.

The Participant must remain continuously enrolled in the University and remain in good academic standing for the duration of the degree program. If the Participant is placed on academic probation or dismissed from the program, or otherwise withdraws from the program all obligations on the part of the Department cease immediately. The Participant shall then be required to withdraw from the Stipend Program and to re-pay the Department all costs incurred on behalf of the Participant for the program immediately.

The Participant shall perform the practicum required to attain this degree with the Department (or other approved IV-E site). This placement shall be coordinated through the University's Child Welfare Faculty Field Coordinator, in conjunction with the Department. The practicum shall be devoted to services eligible for federal financial participation under Title IV-E of the Social Security Act. The Participant will work with his/her Agency Field Instructor and Child Welfare Faculty Field Coordinator to develop and implement a Learning Contract focusing upon child welfare practice, adoptions and foster care.

Agency Instructor/Supervisor Name Telephone Number

Child Welfare Faculty Field Coordinator Name Telephone Number

The Participant agrees to attend required practicum seminars associated with his or/her field placement. The Participant also agrees to attend child welfare-oriented events, classes, workshops, and/or conferences identified by their Faculty Field Coordinator or Agency Field Instructor as significant learning opportunities. Participation in the annual Idaho Child Welfare Student Institute is expected of all Participants.

By entering into this agreement, the Participant authorizes release of his or/her academic records and contact information for reporting and program evaluation purposes. Participant agrees to keep the University informed of employment and residence information, and to promptly respond to employment and program surveys for a period of no less than three (3) years from the date of graduation under this program.

Preparation for Post-Graduate CFS and CMH Program Employment:

1. The Participant agrees to apply for Idaho Social Work Licensure and take all necessary steps to be licensed at the level appropriate to his or/her education. (Note: Idaho social worker licensure is required in order to apply for CFS and CMH Social Worker and Clinician positions. Consequently, in order for Participants to follow through with the remaining employment preparation steps outlined below, they must first obtain an Idaho social worker license prior to applying for other applicable positions.) The Participant shall complete pre-graduation activities including initiating the licensing process and contacting the with the Department's Regional Human Resources Representative. This will facilitate acquiring licensure immediately following graduation and comply with contractual post-graduate employment obligations (see below). The Participant agrees to provide a copy of his or/her license to the Child Welfare Faculty Field Coordinator.

2. If the Participant is not currently in a Department Social Worker, Clinician, Human Services Supervisor, Clinical Supervisor, or Human Services Regional Specialist position, the Participant agrees to consult with the Department's Regional Human Resources Representative on or before graduation so that the Human Resources representative is made fully aware of the Participant's availability for other CFS or CMH Program employment. The Participant agrees to submit documentation of this contact to their Child Welfare Faculty Field Coordinator within fifteen (15) days of placement on a register or obtaining a Social Work license.

3. If the Participant is currently a Department Social Worker, Clinician, Human Services Supervisor, Clinical Supervisor, or Human Services Regional Specialist position, the Participant agrees to consult with the Department's Human Resources on or before graduation so that the Human Resources representative is made fully aware of the Participant's availability and willingness to transfer or promote to other applicable

CFS or CMH Program positions. The Participant agrees to submit documentation of this contact to their Child Welfare Faculty Field Coordinator within fifteen (15) days of placement on a register or obtaining a Social Work license, whichever is later.

4. If the Participant is not currently in a Department Social Worker, Clinician, Human Services Supervisor, Clinical Supervisor, or Human Services Regional Specialist position in CFS or CMH, the Participant agrees to apply for a transfer or promotion to the CFS and CMH Programs for any and all positions that the Participant is qualified for within thirty (30) days after graduation. Examples of these registers include, but are not limited to, Social Worker (BSW and MSW), Clinician (MSW), Human Services Supervisor (BSW), Clinical Supervisor (MSW), and Human Services Regional Specialist (MSW). Participants must specify below their availability for employment in at least three (3) Department-defined Regions of the state. A minimum of one selection must include a high priority recruitment region, currently identified as Regions I, III, IV and V.

Region I _____

Region II _____

Region III _____

Region IV _____

Region V _____

Region VI _____

Region VII _____

Participants who are not currently in a Department Social Worker, Clinician, Human Services Supervisor, Clinical Supervisor, or Human Services Regional Specialist position agree to submit documentation of placement on the Idaho State employment registers to their Child Welfare Faculty Field Coordinator within fifteen (15) days of placement on a register.

5. If the Participant has been granted Educational Leave to attend school by the CFS Program, the Participant agrees to fulfill his or/her employment obligation in the Region that granted the Educational Leave (unless otherwise negotiated with another Region). Once reinstated, the Participant must remain in his or/her position for a minimum of one year, before placing his or/her name on a transfer register or seeking promotion to another Region.

Post-Graduate Employment Commitment:

The Participant, regardless of whether they are currently a Department Social Worker, Clinician, Human Services Supervisor, Clinical Supervisor, or Human Services Regional Specialist, or not, agrees to remain employed with the CFS or CMH Program (or the Department) while receiving stipend awards from the Department. Additionally, after graduation, the Participant agrees to be or remain employed with Child and Family Services or Children's Mental Health for the following term:

Select one:

- Full-time MSW students, two year program, employment commitment of 4,160 credited state service hours
- Full-time advanced standing MSW students, one year only, employment commitment of 2,080 credited state service hours
- Part-time advanced standing MSW students, 2 year program, with employment commitment of 4,160 hours credited state service hours
- Part-time MSW students, 3 year program, employment commitment of 6,240 credited state service hours
- BSW students employment commitment of 2,080 credited state service hours
- Other - commitment to be verified by the Faculty Field Coordinator

If the Participant ceases employment with the CFS or CMH Program prior to the completion of the obligation period (e.g., for unsatisfactory performance or misconduct), the Department will determine whether repayment of the stipend(s) will be pro-rated or will be paid in full upon thirty (30) working days of the termination.

If the Participant fails to perform satisfactorily, as determined by the Department, during any period during the applicable one (1), two (2), or three (3) years following graduation, the Participant may be considered in default. As stated below, the Department will then determine whether the Participant's debt obligation will be pro-rated and the pro-rated amount.

Stipend reimbursement schedules shall follow these guidelines:

1. The Participant is required to reimburse the total amount of stipend funds received, or, if applicable, the pro-rated amount, as determined by the Department.
2. A lump sum payment equivalent to 25% of the total obligation will be due within thirty (30) days of Department notification of stipend reimbursement.
3. Thereafter, minimum monthly payments of \$100.00 will be paid to the Department until the remaining debt obligation is paid in full.

If the Participant is involuntarily separated by the CFS or CMH Program as a result of budget cuts, layoffs, or other situations beyond the control of the Department before the employment obligation is completed, the Participant will be released from any debt obligation in accepting stipends from the Department.

Section III. - Default

Default occurs if the Participant fails to perform any of the covenants or conditions of this agreement. Default may also occur if the Participant fails to satisfactorily perform while working for the Department, or violates any State of Idaho rules or Department policies during the specified term above.

If the Participant defaults, the Department reserves the right to dismiss his or/her employment, with cause (if the Participant is a classified employee), and will provide due process in accord with Idaho Code.

Upon default, the Department may cancel this Agreement without any notice and may pursue any and all legal, equitable and other remedies available to the Department. The Participant shall be liable for any and all expenses that are incurred by the Department as a result of the default, including, but not limited to, the costs of legal fees, and losses incurred due to default.

The Participant may apply for a deferral of his or/her employment obligation to the Department, upon a showing of good cause, which will be accepted or declined at the sole discretion of the Department. In the case of a deferral for continuing into a Master of Social Work program, with one of the above-named Universities, employment obligations for additional stipend program awards will be consecutive, unless otherwise negotiated with the Department.

Section IV - Execution of Agreement

Executed this _____ day of _____, 20____

X

Participant signature Participant Printed Name

Address Participant permanent address, if different

City State Zip

Telephone Number (including area code) Participant Social Security #

Participant Student ID #

Participant Closest Living Relative Relationship to Participant

Relative Address

City

State

Zip

Telephone (including area code)

X

Michelle Britton, Administrator, Division of Family and Community Services

Date _____