

This contract is a mutually binding agreement between the Department of Idaho Department of Health and welfare and Participant, _____, who is currently an Idaho Department of Health and Welfare employee, Division of Family and Community Services, Child and Family Services program, 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*:

*Hereinafter referred to as University

**Note: Stipend award agreements with Participants are completed annually. 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. The stipend award does not continue during the three year reporting period after graduation under this contract.

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 is _____.

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 withdraws or is dismissed from the University Social Work Program, the Participant agrees to immediately repay the Department all costs incurred on behalf of the Participant for the program.

The Participant shall perform the practicum required to attain this degree with the Department (or another Department approved Title IV-E practicum 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 Field Instructor/Supervisor Name

Telephone Number

University 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 and agreed upon by their Faculty Field Coordinator and Agency Field Instructor as significant learning opportunities. The participant may not be required to take a specific child welfare class at the University depending on their years of experience and successful completion of Child Welfare Academy through the Department. This will be negotiated and approved through the Department and the University.

By entering into this agreement, the Participant authorizes release of his or/her application, 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 Employment:

The Participant agrees to apply at the level appropriate to his or/her education for Idaho Social Work Licensure and take all necessary steps to be licensed at their education level. (Note: Idaho social worker licensure is required in order to maintain and/or apply for CFS positions to meet employment obligation).

Post-Graduate Employment Commitment:

The Participant, regardless of whether they are currently in an applicable CFS Program positions, or not, agrees to remain employed with the CFS, Child Welfare Program (the Department) while receiving stipend awards from the Department. Additionally, the Participant agrees to apply for and remain employed with the CFS program in a qualifying position: Child Welfare Social Worker 1, 2, or 3; Child Welfare Supervisor; Child Welfare Regional Program Specialist; Human Services Program Specialist; or a Child Welfare Chief position for one (1) year from the Participant's date of graduation as long as they are in a qualifying position. If the participant is not in the required position upon graduation their employment commitment will not start until they are hired into a required position.

Participant signature

Participant Printed Name

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 ceases employment or involuntarily separates (e.g., for unsatisfactory performance or misconduct), with the CFS Program prior to the completion of the obligation period, 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. 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 15% 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 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.

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 Department costs of legal fees, and the Department losses incurred due to default. If Participant does not fulfill repayment process arrangements, Participant will be sent to a collection agency at an increased cost to the Participant.

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

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)

Cameron Gilliland, Administrator, Division of Family and Community Services

Date