

Child Welfare Professional Enhancement Program
Bachelor of Social Work (BSW) STUDENT AGREEMENT
NORTHWESTERN OKLAHOMA STATE **University**

This Bachelor of Social Work (BSW) Student Agreement (hereinafter “Agreement”), by and between Northwestern Oklahoma State University (referred to herein as “University”), and [Click or tap here to enter text.](#) (referred to herein as “Student”), individually they may be referred to as Party and cumulatively as the Parties. The student’s anticipated graduation date is [Click or tap here to enter text.](#).

1.0 Authority: The Oklahoma Department of Human Services (referred to herein as “DHS”) is authorized under Federal Statute and regulation to provide a program of training and educational development for its personnel and prospective employees. In furtherance of this obligation, DHS in cooperation with the University and the Child Welfare Professional Enhancement Program of the University of Oklahoma (“Program” or “CWPEP”), competitively selects applicants, without regard to race, color, religion, creed, gender, ethnic or national origin, sexual orientation, disability or age, to receive an award consisting of payment for specified educational expenses incurred in the full-time pursuit of the Bachelor of Social Work Degree. In return for this award, the Student agrees to a period of 12 months employment with DHS or a Tribe with a Tribal/State Agreement with DHS per 30 academic hours of Student support.

2.0 TERM and TERMINATION: This Agreement is effective for a period from July 1, [Click or tap here to enter text.](#) through June 30, [Click or tap here to enter text.](#). The University has the right to terminate this Agreement for convenience with 30 days notice at any time.

3.0 PAYMENT:

The University agrees:

3.1 To pay the student a total of \$ 8,092 per 30 credit hour academic year. The stipend is provided in such a manner that there is no stipend payment in the month of graduation and subsequent employment with DHS. If the Student is employed by DHS in any capacity, the Student is not eligible for the stipend payment but the Program may use the stipend funds to pay for the Student’s instate, on campus tuition, general enrollment fees and required textbooks up to the total annual amount of the stipend payments.

3.2 To pay these stipend funds except in the case of unsatisfactory performance by the Student, which includes failure to maintain the required grade point, failure to attend classes and to complete required assignments and unprofessional and unethical conduct.

4.0 REPAYMENT:

4.0 Failure of the student to complete said social work degree, or to complete it within a period of time deemed reasonable by DHS and the University, or failure to accept a position with DHS will result in the Student agreeing to repay the total sum of money received by or on behalf of the Student. If repayment becomes necessary, the total amount owed is to be repaid in full immediately or can be repaid over a one-year period,

requiring minimum monthly payments of a 1/12th of the total amount owed; no interest or fees will be added during this one year. If the account falls into arrears for 60 days or more or if the total amount owed is not repaid within one year, the account will be turned over to the University of Oklahoma Collections Department and interest and fees will be added. Failure to complete the current educational program does not relieve the Student of obligation for mandatory service or repayment of a previously earned degree similarly funded by DHS.

4.1 Voluntary termination of employment or involuntary termination of employment for cause prior to the DHS employment obligation being completed will result in the Student repaying a prorated amount of the CWPEP funds expended on their behalf, based on the amount of the employment obligation that was met. If pro-rated repayment becomes necessary, the prorated amount owed is to be repaid in full immediately or can be repaid over a one-year period, requiring minimum monthly payments of a 1/12th of the total amount owed; no interest or fees will be added during this one year. If the account falls into arrears for 60 days or more or or if the total amount owed is not repaid within one year, the account will be turned over to the University of Oklahoma Collections Department and interest and fees will be added.

4.2 It is further agreed and understood by the Student that the University, at its discretion, may seek repayment by any other means including but not limited to litigation. If the Student fails to establish and comply with a plan of repayment, the University will recognize this as a breach of the Student Agreement and will pursue collection of the financial debt through established procedures. All references to charges of interest and mutually agreeable repayment plans become null and void and the debt becomes subject to the debt collection policies and rate of interest and fees deemed appropriate by the University.

5.0 STATEMENT OF WORK: The Statement of Work outlining the responsibilities of the Parties is attached hereto as Exhibit A.

6.0 CONFIDENTIALITY: Student agrees to keep confidential and not to disclose any confidential information from the Oklahoma Department of Human Services or its clients.

7.0 JURISDICTION: The parties shall negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. This agreement shall be governed by the laws of the State of Oklahoma, without giving force and effect to its choice of law provisions or to which party drafted particular provisions of this agreement. Any legal action in connection with this agreement shall be filed in a state court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue Student expressly agrees.

8.0 ASSIGNMENT: Student may not assign their rights or obligations under this Agreement without University's prior written consent, which consent may be withheld at University's sole discretion.

9.0 LIABILITY:

- 9.1 University agrees to be responsible for its own negligent acts and omissions and those of its employees and agents as provided by the Oklahoma Governmental Tort Claims Act, 51 O.S. 1991 § 151, et seq., as amended.
- 9.2.1 Student agrees to indemnify, defend and hold harmless University, and University's officers, employees, agents, and students from and against any and all liability for costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which may arise out of Student's performance of the Agreement, except to the extent such are caused by the negligence of University.
- 9.3 This section 8.0 shall survive expiration or termination of this Agreement.

10.0 THIRD PARTY BENEFICIARY: The Parties expressly acknowledge and agree that DHS and the University of Oklahoma are third party beneficiaries of this Agreement and shall be entitled to enforce the provisions of this Agreement as if they were parties hereto.

11.0 ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior and/or contemporaneous discussions, representations, or agreements, whether written or oral, of the Parties relating to the work to be performed. This Agreement may be extended, renewed or otherwise amended at any time by the mutual written agreement of the Parties.

12.0 SIGNATURE: The Parties hereto agree that they may conduct the transaction by electronic means and hereby state that electronic signature shall have the same force and effect as an original signature.

STUDENT REPRESENTS THAT HE OR SHE HAS READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT AND MADE NO CHANGES TO THE TERMS OF THIS AGREEMENT. BY PLACING HIS OR HER SIGNATURE, STUDENT AGREES TO BE BOUND BY THIS AGREEMENT.

STUDENT

Click or tap here to enter text.

Click or tap to enter a date.

Date

EXHIBIT A
STATEMENT OF WORK
Child Welfare Professional Enhancement Program – Partner University
BSW Student Agreement

Section A. Student Obligation

The student agrees to the following:

- To pursue a full-time course of study at the University leading to the Bachelor of Arts in Social Work Degree, BSW.
- To maintain enrollment pursuant to completion of the BSW and to maintain an acceptable level of academic standing in all courses as determined by the Program.
- To complete all required assignments and documents as requested and needed by the University for the fulfillment of the degree program.
- To grant CWPEP permission to consult faculty, advisors and other University employees as to the student's academic and professional performance.
- To allow CWPEP to provide DHS information as to the student's academic and practicum performance and evaluation data collected concerning the student.
To provide CWPEP with a current and a permanent mailing address and telephone number, to keep CWPEP apprised of changes in addresses and telephone numbers and to answer all correspondence and telephone calls from CWPEP and/or DHS within a reasonable time; and, to allow DHS to release the last known address/contact information to the University if the student fails to fulfill the employment obligation.
- To take a minimum of one CWPEP provided elective during the BSW program.
- To complete a practicum placement in a DHS Child Welfare office. Student is not allowed to work for DHS/CW while fulfilling the educational practicum requirements.
Any professional or ethical misconduct is grounds for termination of the CWPEP Student Agreement and requires repayment of the funds.
- To provide documentation of a valid drivers' license and required automobile insurance and maintain both throughout the practicum and subsequent employment with DHS.
- To comply with DHS's requirements regarding the protection, use of and release of client information consistent with Oklahoma Statutes, Federal Laws and Regulations and professional standards. Further, the Student agrees to hold confidential all personal information about clients served under this Contract, including lists of names, addresses, photographs, reports of evaluation and all other records about the client.
- To comply with DHS's pre-employment drug testing requirements, as required.
- To successfully complete all new worker requirements necessary to receive a child welfare case load assignment.
- To accept employment determined suitable by DHS in a Child Welfare program administered by DHS or a Tribe for a period determined by the following formula: Twelve (12) calendar months employment to repay one (1) academic year of agreed upon financial support as indicated in Section B, Paragraph 1, below. Such employment shall be offered within 60 days following completion of the above stated degree program subject to the requirements listed in Section C, Paragraph 1, below. While placement in a county of the Student's choice may be possible, it cannot be guaranteed.

- To repay all the funds received 1, if the student makes the decision to drop out of the Program at any time prior to the completion of the Program, upon the failure of the Student to accept employment as stipulated above or to complete the agreed-upon course of study or to remain in good standing with the University and the CWPEP or to repay a prorated sum of money if the Student fails to successfully complete required new worker requirements.
- To interview, in good faith, in a minimum of three (3) offices, if necessary, for Child Welfare positions and to initiate requests for interviews with CW District Directors, if necessary. Additional interviews may be required if multiple students are applying for the same positions. Refusal of an interview without good cause may constitute violation of the terms of this contract and require the repayment of the total sum of money expended on the student's behalf.
- To repay the total sum of money received by or on behalf of the Student upon the discharge for cause or voluntary termination of employment referred to in Section A, Paragraph 14, hereof based on the ratio of the uncompleted employment commitment to the total employment commitment. If repayment becomes necessary, the total amount owed is to be repaid in full immediately or over a one-year period, requiring minimum monthly payments of 1/12th of the total amount owed; no interest or fees will be added during this one-year. If the account falls into arrears for 60 days during the year, the University will forward the account to the Collections Department and interest and fees will be charged. If regular monthly payments are made and the total amount owed has not been repaid in full within the one year, the account will be forwarded to the Collections Department and interest and fees will be added.
- If the Student decides not to accept employment upon graduation or terminates employment before fulfilling their obligation of time based on the months of financial assistance received from the CWPEP, and the Student fails to establish and comply with a plan of repayment, the University will recognize this as a breach of the Student Agreement and will pursue collection of the financial debt through established University procedures. .
- That failure to accept a job offer due to location or type of work or position will require the Student to repay all funds expended on his/her behalf. Following an offer of employment that is rejected by the Student, DHS has no further obligation to continue making offers of employment.
- If the Student fails to successfully complete new worker requirements and cannot assume a child welfare caseload, the Student's probationary employment with DHS will be terminated and the prorated CWPEP funds must be repaid within 12 months of termination.
- That the BSW Student is not eligible for CWPEP Master of Social Work (MSW) support until having completed the BSW employment obligation or meets the DHS employee CWPEP selection criteria. That if the BSW Student elects to pursue a Master of Social Work degree immediately following the completion of the bachelor's degree and chooses not to accept employment with the Oklahoma Department of Human Services, Child Welfare, repayment terms will apply.

Section B. Obligations of the University

1. To provide to the student a stipend as described in Section 3.0 of the agreement.
2. To assume the responsibility for counseling and advising the Student to seek another field of practice and terminate the contractual agreement with the Student, if for any reason the Student does not meet suitable requirements as agreed upon between the University's Social Work Program and DHS as necessary and expected for work in the field of public

Child Welfare. If such termination is required, the Student will not be obligated to repay the funds received up to the point of termination, and will not continue to receive the educational stipend or funds used for tuition, fees and required textbooks referred to in Section B, Paragraph 1, above.

3. To provide assistance to the Student and to DHS or a Tribe for the purpose of securing an appropriate work assignment for the Student.
4. That if repayment of funds is necessary under the provisions listed in Section A, to assist the University of Oklahoma collect all said funds from the Student within one year.

Section C. Rights of DHS

Pursuant to the contractual agreement between OU and DHS for the administration of CWPEP, the DHS rights are as follows:

1. That upon the Student's completion of the agreed-upon course of study and upon a DHS finding of the Student's suitability for an available Title IVE allowable position, DHS will designate and arrange for employment of the Student in a Child Welfare Program administered by DHS in a position commensurate with the professional training and experience of the Student. Full-time, probationary employment shall commence no later than sixty (60) days after graduation through an expedited hiring process. The parties hereto mutually agree that job placement will be in the State of Oklahoma. While placement in a county of the Student's choice may be possible, it is not guaranteed.
2. That if the Student fails to complete or performs unsatisfactorily the required course of study due to extenuating circumstances which are documented and supported by the University of Oklahoma Social Work Program, the designee of DHS may elect to continue the educational allowance or cancel the Student's payback obligation.
3. That upon being hired, to pay the student/employee a salary within the range of the State Merit System for persons with like training and experience. The entry salary will be determined by DHS in relation to DHS employees with similar education and experience.
4. That if after the student completes his/her course of study, DHS elects not to hire the Student or elects not to continue the employment of the Student during the probationary period for any reason other than professional and/or ethical misconduct on the part of the student or failure of the student to meet new worker requirements necessary for assignment of a child welfare caseload as determined by DHS, the student will not be required to repay the educational allowance money received per this agreement. The professional misconduct of the student or failure to meet DHS new worker requirements does not relieve the student of the financial obligation to DHS and to the University as stated in this agreement.
5. That if the student fails to complete the required employment obligation, either through voluntary termination or discharge, DHS will notify the University and the Program. DHS will inform the university and the Program of the reason(s) for the discharge and will release the last known address and contact information to the University of Oklahoma and the Program for repayment purposes.

In accordance with my previously agreed upon obligation to keep DHS and the University informed of my address and telephone number, I offer the following information (subject to periodic updates as information changes):

Name: Click or tap here to enter text.

Student ID: Click or tap here to enter text.

Street Address: Click or tap here to enter text.

City: Click or tap here to enter text.State: Click or tap here to enter text.ZIP: Click or tap here to enter text.

Mailing Address: (if different): Click or tap here to enter text.

Home Phone Number: Click or tap here to enter text.Work Phone Number: Click or tap here to enter text.

Cell Phone Number: Click or tap here to enter text. Work Location: Click or tap here to enter text.

Work email address:Click or tap here to enter text. Home email address: Click or tap here to enter text.

Spouse or Significant Other:

Name: Click or tap here to enter text.

Home Phone Number:Click or tap here to enter text. Email address: Click or tap here to enter text.

Relative not living in your home:

Name: Click or tap here to enter text. Relationship: Click or tap here to enter text.

Mailing Address: Click or tap here to enter text.

Home Phone Number: Click or tap here to enter text.Email Address: Click or tap here to enter text.

Cell Phone Number: Click or tap here to enter text.

My graduation date is Click or tap here to enter text.

I attest that I will advise CWPEP ahead of time should I decide to to leave DHS employment prior to completing my employment obligation and will develop a repayment plan with CWPEP

Click or tap here to enter text.

Trainee Signature

Click or tap to enter a date.

Date