

CHILD WELFARE PROFESSIONAL ENHANCEMENT PROGRAM
TRAINEE AGREEMENT
ACADEMIC YEAR _____

This agreement is made and entered into by the Oklahoma Department of Human Services, hereinafter referred to as “DHS” and its contractor, the Board of Regents of the University of Oklahoma, School of Social Work, hereinafter referred to as the “University”, and its subcontractor, _____, herein referred to as the “Program”, and _____, hereinafter referred to as “Trainee”, an individual presently pursuing a full-time course of study leading to the Bachelor of Social Work (BSW) Degree at _____ University.

This agreement is effective on the ____ day of _____ and ends on the ____ day of _____.

Authority:

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 Program, 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 educational expenses incurred in the full-time pursuit of the BSW Degree. In return for this award, the Trainee agrees to a period of obligated employment with DHS.

The terms and conditions for participation are set forth below.

Section A. Obligation of the Trainee

The Trainee agrees to the following:

1. To pursue a full-time course of study leading to the BSW with an anticipated graduation date of _____. Failure to complete said social work degree, or to complete it within a period of time deemed reasonable by DHS and the University, will result in the Trainee agreeing to repay the total sum of money received by or on behalf of the Trainee. 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 total amount owed is not repaid within one year, the account will be turned over to the University of Oklahoma Collections DHS and interest and fees will be added. Failure to complete the current educational program does not relieve the Trainee of obligation for mandatory service or repayment of a previously earned degree similarly paid for by DHS.
2. To maintain enrollment pursuant to completion requirements of the Program and to maintain an acceptable level of academic standing in all courses as determined by the Program; any professional or ethical misconduct is grounds for termination of the CWPEP Trainee Agreement and requires repayment of the funds.
3. To complete all assignments and documents as requested and needed by the University to fulfill the BSW degree requirements.
4. To grant the Program permission to consult faculty, advisors and other University employees as to the Trainee’s academic and professional performance.
5. To allow the Program to provide DHS information as to the Trainee’s academic and practicum performance and evaluation data collected concerning the Trainee.

6. To provide the Program with a current and a permanent mailing address and telephone number, to keep the Program apprised of changes in addresses and telephone numbers and to answer all correspondence and telephone calls from the Program and/or DHS within a reasonable time; and, to allow DHS to release the last known address/contact information to the University if the Trainee fails to fulfill the employment obligation.
7. To take a minimum of one Child Welfare course during the BSW program.
8. To do a practicum/intern placement in a DHS Child Welfare office with a focus on Title IVE allowable activities, and to complete the pre-CORE activities during the final practicum. Case Aide, Child Welfare Assistant or temporary job assignments with DHS may not be utilized as practicum placements.
9. To provide documentation of a valid drivers' license and required automobile insurance and maintain both throughout the practicum and subsequent employment with DHS.
10. To repay all the funds received per Section A, Paragraph I, if the student makes the decision to drop out of the Program at any time prior to the completion of the Program.
11. To comply with DHS' requirements regarding the protection, use of and release of client information consistent with Oklahoma Statutes, Federal Laws and Regulations and professional standards. Further, the Trainee 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.
12. To comply with DHS's pre-employment drug testing requirements for all applicants who are made conditional offers of employment.
13. To complete the Child Welfare New Worker CORE Training as arranged by the Program and the university with DHS & successfully pass the New Worker Certification as determined by DHS.
14. To accept employment determined suitable by DHS in a Child Welfare program administered by DHS for a period determined by the following formula: Twelve (12) calendar months of employment to repay each thirty (30) academic hours of agreed upon financial support as indicated in Section B, Paragraph 1, below and maintain a valid driver's license and required automobile insurance. 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. If a full-time position is available with DHS at the completion of the course of study, full-time, probationary employment can commence through the process of the Expedited Recruitment of Social Work Graduates. While placement in a county of the Trainee's choice may be possible, it cannot be guaranteed.
15. To interview, in good faith and prior to graduation, in a minimum of three (3) county offices, if necessary, for Child Welfare positions and to initiate requests for interviews with Child Welfare District Directors, if necessary. Refusal of an interview without good cause may constitute violation of the terms of this contract, pursuant to Section A, Paragraph 14, and require the repayment of the total sum of money as per Section A, Paragraph 18.
16. If the Trainee does not enter full-time employment through the Expedited Recruitment of Social Work Graduates, the Trainee will work toward permanent employment by accepting temporary employment in a county office. The Trainee agrees to actively work with the county office where employment is accepted toward a full-time Child Welfare Specialist position. While on temporary status, the Trainee will not receive employee benefits or accrue sick leave or annual leave benefits pursuant to DHS policy for temporary employees.
17. That if within the 999 hours of temporary status, efforts to obtain full-time employment are unsuccessful, the Trainee will be responsible for repaying a prorated share of money received by or

on behalf of the Trainee, with the total amount being reduced in relationship to the amount of time worked for Child Welfare, pursuant to the provisions set out in Section A, Paragraph 19, below.

18. To repay the total sum of money received by or on behalf of the Trainee upon the failure of the Trainee to accept employment as stipulated in Section A, Paragraph 14, hereof, or to complete the agreed-upon course of study or to remain in good standing with the Program and CWPEP or to repay a prorated sum of money if the trainee fails to successfully pass the Child Welfare New Worker Certification as stipulated in Section A. paragraph 13 hereof. 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 University of Oklahoma Collections DHS 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 DHS and interest and fees will be added. It is further agreed and understood by the Trainee that the University, at its discretion, may seek repayment by any other means including but not limited to litigation. If the Trainee does not accept employment upon graduation or terminates employment before fulfilling the obligation of time based on the amount of financial assistance received from CWPEP, and the Trainee fails to establish and comply with a plan of repayment, the University will recognize this as a breach of the Trainee 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.
19. To repay the total sum of money received by or on behalf of the Trainee 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 DHS 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 DHS and interest and fees will be added. If the Trainee 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 Trainee fails to establish and comply with a plan of repayment, the University will recognize this as a breach of the Trainee Agreement and will pursue collection of the financial debt through established University 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. DHS may provide information to the University so as to establish the Trainee's termination is for cause or is voluntary.
20. That upon being called into military service with the United States Government because of service commitment, the monies provided for educational purposes shall not be payable, unless after the initial period of such service, the Trainee does not return to fulfill the course of study or complete the employment commitment required under this agreement, whereupon the applicable provisions of Section A, Paragraphs 18 and/or 19 shall apply
21. That failure to accept a job offer due to location or type of work or position will require the Trainee to repay all funds expended on his/her behalf as per paragraphs 18 and 19 of this Section.

Following an offer of employment that is rejected by the Trainee, DHS has no further obligation to continue making offers of employment.

22. If the Trainee fails to successfully pass the Child Welfare New Worker Certification as determined by DHS and cannot assume a child welfare caseload, the Trainee's probationary employment with DHS will be terminated and the prorated CWPEP funds must be repaid within 12 months of termination.
23. That the BSW Trainee is not eligible for CWPEP Master of Social Work (MSW) support until having completed the BSW employment obligation and meeting the DHS employee CWPEP selection criteria. That if the BSW Trainee elects to pursue a Master of Social Work degree immediately following the completion of the BSW degree and chooses not to accept employment with DHS, Child Welfare Services, repayment terms as stated in Section A, Paragraphs 14, 15, 18 and/or 19, and 21 will apply. In rare exceptions, approval for deferring the employment obligation may be given by DHS and the CWPEP; if an exception is granted, participation in CWPEP at the University of Oklahoma is required
24. The terms of this contract as to repayment are effective upon signature by all parties; any agreements signed previously as to the terms of repayment are null and void.
25. If the University seeks repayment through litigation, the University shall be entitled to recover its costs and expenses, including attorney fees.

Section B. Obligations of the _____ University

The _____ University agrees to the following:

1. To pay the Trainee, from Title IV-E funds received through contractual agreement with DHS, the following amount of \$ _____ on a monthly basis for _____ months during the academic year that the Trainee is in the Program, for a total of \$ _____ per academic year. The stipends are to be paid to the Trainee in such a manner that there is no stipend payment in the month of graduation and subsequent employment with DHS. If the Trainee is employed by DHS in any capacity, the Trainee is not eligible for the stipend payment but the Program may use the stipend funds to pay for the Trainee's tuition, general enrollment fees and required textbooks up to the total annual amount of the stipend payments.
2. To pay these stipend funds except in the case of unsatisfactory performance by the Trainee, which includes failure to maintain the required grade point, failure to attend classes and to complete required assignments and unprofessional and unethical conduct.
3. To assume the responsibility for counseling and advising the Trainee to seek another field of practice and terminate the contractual agreement with the Trainee, if for any reason the Trainee 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 Trainee will not be obligated to repay the funds received up to the point of termination, and will not continue to receive the monthly educational stipend or funds used for tuition, fees and required textbooks referred to in Section B, Paragraph 1, above.
4. To provide assistance to the Trainee and to DHS for the purpose of securing an appropriate work assignment for the Trainee.
5. That if repayment of funds is necessary under the provisions listed in Section A, Paragraphs 1, 14, 15, 17, 18, 19, 20, 21, and 22 to refer the matter to the University of Oklahoma for the collection of all said funds from the Trainee within one year.

Section C. Obligations of DHS

DHS agrees to the following:

1. That upon the Trainee's completion of the agreed-upon course of study and upon a DHS finding of the Trainee's suitability for an available Title IVE allowable position, if any, DHS will designate and arrange for employment of the Trainee in a Child Welfare Program administered by DHS in a position commensurate with the professional training and experience of the Trainee. If a full-time position is available at the completion of the course of study, full-time, probationary employment shall commence no later than sixty (60) days through the process of the Expedited Recruitment of Social Work Graduates. The parties hereto mutually agree that job placement will be in the State of Oklahoma. If the Trainee is not hired in a full-time position through the Expedited Recruitment of Social Work Graduates, he/she will be hired on temporary status and will work toward permanent employment. While placement in a county of the Trainee's choice may be possible, it is not guaranteed.
2. That if the Trainee fails to complete or performs unsatisfactorily the required course of study due to extenuating circumstances which are documented and supported by the Program, the designee of DHS may elect to continue the educational allowance or cancel the Trainee's payback obligation.
3. That upon being hired, the Trainee will be paid a salary within the range of the State Merit Board Compensation Plan 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, but without regard to the salary earned by the Trainee prior to this agreement.
4. That if after the Trainee completes his/her course of study, DHS elects not to hire the Trainee or elects not to continue the employment of the Trainee during the probationary period for any reason other than professional and/or ethical misconduct on the part of the Trainee or failure of the Trainee to pass CORE Hands on Testing as determined by DHS, the Trainee will not be required to repay the educational allowance money received per this agreement. The professional misconduct of the Trainee does not relieve the Trainee of the financial obligation to DHS and to the University of Oklahoma and the Trainee will be required to repay the money received per this agreement as specified in Section A, Paragraphs 18 and 19, above.
5. That if the Trainee fails to complete the required employment obligation, either through voluntary termination or discharge, DHS will notify the University of Oklahoma and the Program. DHS will inform the University and Program of the reason(s) for the discharge. DHS will release the last known address & contact information to OU CWPEP for repayment purposes.

TRAINEE SIGNATURE:

I, _____, understand that my signing of the attached agreement is a legally binding contract, freely entered with DHS, to be hired as a Child Welfare Specialist within the state of Oklahoma, pending my successful clearance of a criminal background records check by the Oklahoma State Bureau of Investigation (OSBI), or like agency in another state, and a DHS of Public Safety/Driving Records Check, which should be obtained from a local tag agency. I understand that any information received as a result of this search will only be used to determine my suitability for potential job placement in a Child Welfare Program administered and supervised by DHS. I understand that I will have the opportunity to explain & clarify any record that may be found in order to have a fair & equal opportunity for employment with DHS.

Trainee Signature _____ Date

Signed and sworn before me this _____ day of _____

_____, Notary Public

State of Oklahoma, County of _____

Commission # and Expiration Date _____

PROGRAM AND DHS SIGNATURES:

For the Educational Institution _____ Date

For DHS Child Welfare Services _____ Dat

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

Date of Birth: _____ Race _____ Gender _____

SS or Student ID# _____

Street Address: _____

City: _____ State: _____ ZIP: _____

Mailing Address: (if different) _____

Home Phone Number: (____) _____ Work Phone Number: (____) _____

Cell Phone Number: (____) _____

Work email address: _____ Home email address: _____

Spouse or Significant Other: _____

Home Phone Number: (____) _____ Cell or Business Number: (____) _____

Parents: (please fill out information on both if not the same)

Mother: _____ Father: _____

Mailing Address: _____ Mailing Address: _____

Home Phone Number: (____) _____ Home Phone Number: (____) _____

Cell/Business Cell Phone Number: (____) _____

Other close relative or friend:

Name: _____ Relationship: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Home Phone Number: (____) _____

Cell or Business Phone Number: (____) _____

My graduation date is _____, _____

Trainee Signature

Date

DRAFT