

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

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This contract is a mutually binding agreement between the participant, \_\_\_\_\_, 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 University's/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 if 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.

The Department will make an effort to place the Participant in employment with the Child and Family Services (CFS) Program or Children's Mental Health (CMH) program, unless precluded by merit system requirements, legislative budget cuts, position freezes, or other circumstances beyond the Department's control. If the CFS or CMH Programs are unable to offer employment within sixty (60) working days following the Participant's placement on the State of Idaho employment register for CFS or CMH positions the Participant is qualified for, the Department will release the Participant from the commitments herein.

## Section II. - Obligations of the Participant

As the Participant has been accepted for the Bachelor or Master of 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 or/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.

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Agency Instructor/Supervisor Name

Telephone Number

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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 the Child Welfare 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.

If the Participant voluntarily quits his or/her field placement, is dismissed from his or/her field placement for misconduct or poor performance, 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.

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 work licensure is required in order to apply for CFS 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 work license prior to applying for

employment.) The Participant shall complete pre-graduation activities including initiating the licensing process and contacting 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. 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 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.
3. The Participant agrees to apply for state employment with the State of Idaho, and be placed on the State of Idaho employment register 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). The Participant agrees 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. 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 \_\_\_\_\_

4. For a period of sixty (60) working days following placement on the State of Idaho employment registers, the Participant agrees to actively seek employment with the CFS or CMH Programs, attend job interviews, and accept employment if offered. The Participant agrees to submit ongoing documentation of the outcome(s) of interviews and offers of CFS or CMH employment to their Child Welfare Faculty Field Coordinator.

Post-Graduate Employment Commitment:

After being hired, the Participant agrees to remain employed by the CFS Program 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

Once employed, the Participant must remain in that position for a minimum of one (1) year before placing his or/her name on a transfer register or seeking a promotion within the CFS or CMH Program. If the Participant fails to seek employment or ceases employment with the CFS or CMH Program prior to completion of the employment obligation, the Participant will be required to re-pay the Department for the stipend costs incurred on the Participant's behalf, pro-rated based on the months of remaining debt obligation. The Department will determine whether the Participant's debt obligation will be pro-rated and the pro-rated amount.

Further, if the Participant involuntarily separates from the Department prior to 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 or within thirty (30) working days of termination, as negotiated with the Department.

If the Participant fails to complete his or/her entrance probationary period (initial 1040 hours), regardless of the reason, the Participant may be considered in default. 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 placement, 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 need for 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 occurred 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 terminate any Participant on entrance probation without cause, as set out by Idaho Code. Any Participant on entrance probation, who is to be dismissed without cause, will be allowed to resign without prejudice. The Department also reserves the right to dismiss any Participant who has become a classified employee for cause, but will provide the Participant 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 served consecutively.

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 Number

\_\_\_\_\_  
Participant Student ID Number

\_\_\_\_\_  
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 \_\_\_\_\_