

## Eligibility

To be eligible to apply for admission to the DCS BSW/BSSW Tuition Assistance Stipend Program and enter into this Agreement, the Student must:

• be a U.S citizen or, if a qualified alien, provide documentation of eligibility for work in the U.S. prior to receiving DCS financial assistance;

Note: The Agency does not provide sponsorship for work visas

- possess a valid Driver's License and reliable transportation during field placement
- undergo a criminal background check and screening with the Tennessee Sex Offender Registry
- have been admitted into his or her university's BSW/BSSW Social Work Program
- have no more than two (2) years remaining before graduating with an undergraduate social work degree
- demonstrate a strong desire to work as a front-line case manager with the Tennessee Department of Children's Services (DCS) immediately upon graduation with a BSW/BSSW degree.

## **Parties and Period of This Agreement**

This Agreement is made by and between the Tennessee Department of Children's Services (DCS) (or the		
	ency") and (or the "Student"). This Agreement upon signature	
*Student's Full Name		
is for the academic semester starting	until the completion of the	
*Semester (Fall, Spring)/Year		
Student's employment commitment period with the Agency as described below		

Student's employment commitment period with the Agency as described below.



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#### Section 1 - Program Overview

#### A. Summary

The DCS Bachelor of Social Work (BSW) / Bachelor of Science in Social Work (BSSW) Tuition Assistance Program provides financial support to selected undergraduate social work majors who <u>strongly desire and have made a</u> <u>commitment to working with vulnerable children and families upon completion of their social work degree program</u>. The Agency formed this partnership with participating universities in order to better meet the challenges of child welfare by professionalizing its workforce with frontline case management staff trained in social work.

The program provides those undergraduate social work students desiring to work with Tennessee's vulnerable children and families with tuition/approved fees and stipend payments to assist with academic, living, and travel expenses for up to four (4) semesters. In return, the Student must work for the Agency at least 18-24 consecutive months (depending on the amount of aid received) after being hired upon receipt of his or her BSW/BSSW degree.

#### **B.** Participating Universities

The following universities currently participate in the DCS BSW/BSSW Tuition Assistance Program<sup>†</sup>

- Austin Peay State University (APSU)
- Freed-Hardeman University (FHU)
- Middle Tennessee State University (MTSU)
- Tennessee State University (TSU)
- Union University (UU)
- University of Memphis (UofM)
- University of Tennessee at Chattanooga (UTC)
- University of Tennessee at Knoxville (UTK)
- University of Tennessee at Martin (UTM)

**Note:** This list is subject to change and the Agency cannot guarantee continued participation by any listed university

## Section 2 - Agency Responsibilities

## A. Payment

- (1) The Agency agrees to provide tuition/approved fees and stipend payments to participants for each semester of participation [up to four (4) semesters]. All payments are disbursed directly to the Student's university for credit to his or her university account.
- (2) **Tuition/approved fees:** For students attending public universities, tuition/approved fees are paid based on enrollment as noted on their university's annually published fee schedule. Fees not included in the



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university's annually published fee schedule are paid at the discretion of the Agency. For students attending private universities, tuition/approved fees are paid up to a "tuition/approved fees cap," which is based on the highest rate charged by public in-state universities. <u>Students attending private</u> <u>universities will be personally responsible for paying any tuition and/or fees that exceed this cap.</u>

- (3) The Agency <u>will not pay</u> fees associated with general undergraduate courses not related to the pursuit of the BSW/BSSW degree (*e.g.*, lab fees).
- (4) The Agency <u>will not pay</u> additional tuition or fees associated with the Regents Online Degree Program (RODP). Students can take RODP courses, but they will be personally responsible for paying the difference between an RODP course and its non-RODP counterpart.
- (5) The Agency <u>will not pay</u> tuition/approved fees or a stipend payment for any semester during which the Student withdraws from or is expelled by the Student's BSW/BSSW degree program.
- (6) The Agency <u>will not pay</u> fees incurred as a result of late registration or any late fees which result from the Student's untimely submission of required documentation to the Tuition Assistance Program office .
- (7) The Agency <u>will not pay</u> the tuition and/or fees associated with any course more than one (1) time.
- (8) The Agency <u>will not pay</u> tuition/approved fees above 12.0 credit hours during the summer semester.
- (9) **Stipend payments:** The program provides a stipend payment for textbooks, living and travel expenses related to program participation. The amount of the stipend and its issuance criteria will be re-evaluated and, if necessary, readjusted at the beginning of each academic year (the fall semester) (*see Section 6 Contingency C for additional detail*).

# **B.** Employment

- (1) The Agency agrees to assist the Student in acquiring employment consistent with state personnel employment requirements for a Case Manager position within the Agency. <u>This Agreement, however, does not obligate the Agency to employ the Student</u>.
- (2) **Job position:** The job position will be determined by the Agency and will be subject to change at its discretion.
- (3) Work location: The work location will be determined by the Agency and will be subject to change at its discretion. The Agency will attempt to place the Student in his or her service region of choice, <u>but if no</u> position is available in the Student's preferred region, the Student will be required to accept a position in another service region.
- (4) **Time frame:** If employment is available and the Student qualifies for the position, the Agency will offer a job position to the Student within ninety (90) days of graduation. If for any reason the Student has not accepted employment with the Agency within this time frame, the Student must submit a written request for deferral (*see Section 6 Contingency E for additional detail*). If for any reason the Student has



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not accepted employment within one hundred eighty (180) days of graduation, the Student's case will be reviewed to determine whether he or she is liable for repayment to the Agency.

## Section 3 - Student Responsibilities

## A. Academic Responsibilities

#### The Student agrees to:

- (1) Maintain enrollment in at least 12.0 credit hours of coursework each semester of participation.
- (2) Remain in good standing in his or her social work program and university (see Section 6 Contingency A for additional detail).
- (3) Complete the necessary academic requirements for a BSW/BSSW degree as defined by the Student's university and graduate within two (2) years of beginning this program.
- (4) Complete and receive a minimum grade of "B-" for the Child Welfare I & II courses offered by the Student's university.
- (5) Maintain an overall GPA of at least 2.6 and a Social Work GPA of at least 3.0 each semester of financial assistance received under the terms of this Agreement.
- (6) Successfully complete a field placement of a minimum of 370 hours in a Tennessee DCS Office.
- (7) Earn a passing grade for any "incomplete" course paid under this Agreement.

#### **B.** Administrative Responsibilities

#### The Student agrees to:

- (1) Observe all important dates and deadlines (including registration for classes). <sup>†</sup>
- (2) Attend all student meetings, orientations, trainings, retreats and conferences associated with this program and respond to all emails sent from DCS.

# (3) Pay any other tuition, fees or other school-related expenses that are not paid by the Agency within deadlines established by the university.

- (4) Submit to the Agency all required documentation each semester when requested—including, but not limited to, class schedules, grade reports, status updates, and financial aid information—for the verification of program standing and employment status.
- (5) Participate in research (*e.g.*, surveys) regarding this Tuition Assistance Program and employment at the Agency both during and after the period of this Agreement.



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#### (6) <u>Immediately inform the Agency of any of the following circumstances:</u>

- a) Changes in personal contact information (e.g., name, address, phone number, etc.)
- b) Changes in class schedule (*e.g.*, dropping, adding, withdrawing from courses)
- c) Any academic issue impacting maintenance of good-standing in the Student's social work program and/or university
- d) Any issue impacting enrollment status—including, but not limited to, a prospective interruption of studies, upcoming graduation, or upcoming employment with the Agency (*see Section 6 Contingency E for additional detail*)

#### C. Employment Responsibilities

#### The Student agrees to:

- (1) Apply for and accept full-time employment with the Agency in a Case Manager position through applying with the Tennessee Department of Human Resources (DOHR). The Student must follow state personnel procedures for hiring and must submit electronically an employment application to the State of Tennessee Department of Human Resources within 45 days of graduation. The application must document the willingness to accept a position in any Agency service region in which the Agency has a vacancy. <u>The Student must accept a position at the Agency (DCS) and not accept positions with any other State Agency (e.g., the Department of Probation and Parole or the Department of Human Services).</u>
- (2) Students will apply to all Case Manager positions throughout the state of Tennessee. <u>Student understands</u> <u>and attests to a willingness to relocate to any region in Tennessee</u>. If the student fails to obtain a position and is not hired by the Department within 180 days, the student may be placed into default and be required to repay all tuition fees and stipend funding paid to them on behalf of the Department.
- (3) Actively seek employment with the Agency by responding to and accepting <u>all</u> Agency employment interviews and <u>accepting the initial position</u> offered by the Agency for which the Student is qualified. In the event that the Agency determines that the Student intentionally failed the employment interview(s) so as not to be offered a job position, the Agreement will be terminated "for cause" (see Section 5 - Repayment).
- (4) Authorize the Agency to use and/or disclose to its affiliates personally identifiable or other information for the purpose of tracking the Student's employment with or possible separation from the Agency after graduation.
- (5) Remain employed with the Agency for a period of at least eighteen (3 semesters of aid received) to twentyfour (4 semesters of aid received) *consecutive* months. The employment commitment period will begin on the Student's hire date. Employment served at any other State agency (*e.g.*, the Department of Probation and Parole or the Department of Human Services) will <u>not</u> count toward the employment commitment period.



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(6) Authorize the State of Tennessee (*i.e.*, the Agency and/or other State agencies) to garnish his or her wages in order to recoup funds expended on his or her education not repaid through mechanisms described in *Section 5 - Repayment* below.

## Section 4 - Termination of Agreement

- (1) The Agency reserves the right to terminate this Agreement at any time either "for cause" or "at no fault" of the student.
- (2) *Cause*: If the Agreement is terminated "for cause," the Student will repay the Agency as outlined in *Section 5 Repayment* below. "Cause" may include, but is not limited to:
  - a) Breach of any term or condition outlined in this Agreement
  - b) Expulsion/dismissal/withdrawal from the Student's university social work program
  - c) Failure to maintain good academic standing at the Student's university
  - d) Failure to apply for employment
  - e) Failure to maintain employment with the Agency as outlined in Section 3
  - f) Termination of employment with the Agency by fault of the Student (any action resulting in separation or dismissal under state personnel laws)
  - g) Breach of the National Association of Social Workers (NASW) Social Work Code of Ethics
  - h) Criminal arrest (e.g., DUI arrest)
  - i) Conviction of a crime involving a child
  - j) Failure to obtain employment with the Department at the fault of the student
- (3) *"No fault"*: If the Agreement is terminated "at no fault" of the Student (*e.g.*, changes in funding, unavailability of employment statewide and outside of the DOHR annual registry closing, or reduction in workforce), the Student will not be obligated to make any repayment to the Agency. Determinations that a student falls within the "no fault" status will be made by the Department.
- (4) Any occurrence that might result in the termination of the Agreement is referred to as an "incident" (*e.g.*, the aforementioned conditions for termination "for cause"). The university or the Student can report an incident to the Agency by completing the <u>Incident Report</u> form.<sup>†</sup> The Agency reserves the right to review incidents with the university in order to make a determination about the Student's continued participation in the program (*see Contingency D for additional detail*). Agency decisions regarding the Student's status in the program will be considered final and without appeal.

# Section 5 - Repayment

- (1) Repayment will be made in a manner and time frame determined by the Agency.
- (2) If the Agency terminates the Agreement "for cause" (*see Termination of Agreement above*), the Student is required to repay the Agency all tuition/approved fees and stipend payments issued to the Student during

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the course of his or her participation in the program. The Agency reserves the right to pursue interest on payments issued to the Student in the event of default on the part of the Student.

- (3) If the Student fails to complete the entire required employment commitment period with the Agency, the amount of repayment will be prorated based on employment served (e.g., if a Student received 4 semesters of aid, he or she would have a 24-month employment commitment. If the Student worked for 12 months at the Agency, he or she would owe 50% of the tuition/approved fees and stipend payments issued to him or her during the course of his or her participation in the program.)
- (4) In the event that the Student fails to comply with the repayment plan determined by the Agency, the case will enter collections or be turned over for enforcement with the Tennessee State Office of the Attorney General. In the event that the Agency is successful in litigation related to repayment, the Student is required to pay all attorney fees, court costs and/or any other ancillary costs associated with the collection process, including interest on tuition/approved fees and stipend payments issued to the Student during the course of his or her participation in the program.

## **Section 6 - Contingencies**

## A. <u>Enrollment</u>

- (1) If for any reason the Student fails to maintain enrollment in at least 12.0 hours of coursework during a semester, the tuition and stipend amount will not be given to the Student for that semester. If the Student has already received their stipend payment and falls below the minimum 12.0 credit hours, they will not receive their stipend payment the following semester. If the Student is in their last semester of the program, they are required to repay the stipend amount in full, to the Department.
- (2) The Student may participate in the program during any summer semester if available at the Student's selected university. Students are required to take at least 12 semester hours during the summer. All program requirements are the same for each semester.

## B. <u>Financial Aid / Taxable Income</u>

- (1) **Financial Aid:** All tuition/approved fee/stipend payments issued to the Student through this program will form a part of his or her overall financial aid package. The Student's university financial aid office will consider all sources of funding available to the Student and will not allow combined sources to exceed the "cost of attendance." The Agency reserves the right to adjust the level of funding that the Student receives to comply with this requirement. It is recommended that the Student consult with his or her university's financial aid office for specific information regarding personal circumstances.
- (2) **Taxable Income:** As the details of the Student's personal financial situation are fact-dependent, it is recommended that the Student address inquires related to the tax implications of his or her financial aid to his or her university financial aid office and/or a tax professional.



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#### C. <u>Reduction of Stipend Payment</u>

- (1) Stipend payments are based on the Student's maintaining enrollment of at least 12.0 hours of coursework. In the event that the Student's stipend payment is to be reduced, the Agency will notify the Student within thirty (30) days of receipt of grades or other documentation noting the Student's reduced enrollment. Reductions may be made due to budgetary constraints explained in paragraph 2.
- (2) **Budgetary constraints:** In the event that the Agency must reduce the amount of or discontinue the stipend due to budgetary constraints, notification will be provided to the Student within thirty (30) days of the beginning of the academic year (beginning fall).
- **Cl.** <u>Incidents</u>: The Student agrees to report any academic or non-academic incident to the Agency in writing within fifteen (15) days of its occurrence by completing an *Incident Report*. <sup>†</sup> The Agency reviews all incidents (in consultation with the university at its discretion) to make a determination about the Student's continued participation in the program. The Agency reserves the right to either terminate the Agreement (*see Section 4*) or permit the Student to continue participation on a probationary basis under specific terms and conditions. Agency decisions regarding student status in the program will be considered final and without appeal.

## CII. <u>Deferrals</u>

- (1) The Student is expected to participate in good standing for all consecutive academic semesters (excluding summer) and transition directly into employment with the Agency as set forth in this Agreement. Any break in participation during the period of this Agreement shall henceforth be called a "deferral." Deferrals are granted at the discretion of the Agency and only in extenuating circumstances (e.g., hardship such as death, personal illness, disability, or failure to find Agency employment) and the petition must be supported by ample documentation (*e.g.*, medical documentation, university notes, employer notes, evidence of comprehensive Agency employment search, *etc.*). Student must complete <u>CS-0979 Deferral Request</u> and submit it to the DCS Tuition Assistance Program office. <u>The request must be approved in writing by the program office before the deferral period begins.</u>
- (2) If the Student withdraws from a class during the semester for any circumstance, he or she must complete form <u>CS-0979 Deferral Request</u> with supporting documentation for the deferral within (30) days from the withdraw date. The Student must request that their situation is reviewed so the Deferral Request is granted for the class withdrawal.
- (2) Interruption of study: If the Student must interrupt his or her university studies for any reason, he or she must notify the Agency in writing by completing the *Deferral Request* form <sup>†</sup> within thirty (30) days of the beginning of the upcoming academic semester.
- (3) Deferral of employment: If the Student must request permission to defer the employment requirement for any reason, he or she must notify the Agency by completing and submitting form <u>CS-0979 Deferral Request</u> as soon as the Student becomes aware that a deferral will be necessary but absolutely no later than ninety (90) days after graduation.



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# **Section 7 - Authorizations**

I, the Student, do hereby confirm that I fully understand the terms of this Agreement and do hereby agree to abide by the terms and guidelines presented herein as a participant in the DCS BSW/BSSW Tuition Assistance Program.

## Student Name\*

Student Signature\*

Date

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I, the undersigned DCS regional approving party, do hereby confirm that I fully understand the terms of this Agreement and do hereby grant my approval for the above-stated Student to begin participation in the BSW/BSSW Tuition Assistance Program.

## DCS Regional Approval Name - Regional Administrator\*

## DCS Regional Approval Signature - Regional Administrator\* Date

#### \*Notes:

Make a copy of this Program Agreement for your records and <u>submit this original copy by mail to the DCS</u> <u>Tuition Assistance Program office</u><sup>†</sup> with other application documents to:

> Department of Children's Services DCS Assistance Program UBS Tower 315 Deaderick Street, 7<sup>th</sup> Floor Nashville, TN 37243 Email: <u>IV-E Tuition.EI-DCS@tn.gov</u>

> > FOR OFFICE USE ONLY

# DCS Appointing Authority or Official Designee Name

DCS Appointing Authority or Official Signature

Date



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