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Section 1 - Program Overview

A. Summary

The Master of Social Work (MSW)/Master of Science in Social Work (MSSW) Tuition Assistance Program provides financial support to DCS staff who have made a commitment to completing a master's-level graduate program in social work and strengthening DCS with the knowledge, skills, and abilities acquired over the course of their education.

The program provides graduate students with tuition/approved fees and expense payments to assist with academic, living, and travel expenses for up to two (2) academic years, which is defined as up to eight (8) semesters. In return, the Student must work for the Agency at least 6-24 consecutive months (depending on the amount of aid received) after concluding the program.

B. Participating Universities

The following universities currently participate in the MSW/MSSW Tuition Program*:

- Austin Peay State University (APSU)**
- East Tennessee State University (ETSU)
- Middle Tennessee State University (MTSU)**
- Southern Adventist University (SAU)
- Tennessee State University (TSU)**
- Union University (UU)
- University of Memphis (UofM)
- University of Tennessee at Knoxville (UTK)

Notes:

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

**A university participating in the Mid-TN Collaborative MSW Program



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Section 2 - Agency Responsibilities

Payment

- (1) The Agency agrees to provide tuition/approved fees and an expense payment to the Student for each semester of participation [up to eight (8) semesters] for which the Student meets the *minimum enrollment requirement*. The Student attending a public in-state university must enroll and maintain attendance in at least two (2) courses constituting a total of at least 6.0 credit hours per semester to be eligible to receive funds through this program for a semester. The Student attending a private in-state university must enroll and maintain attendance in at least 6.0 credit hours per semester to be eligible to receive funds through this program for a given semester. All payments are disbursed directly to the Student's university for credit to his or her university account (*see Section 6 - Contingency A for additional detail*).
- (2) The Agency will not pay tuition or fees associated with courses not related to the Student's MSW/MSSW degree program.
- (3) The Agency will not pay 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.
- (4) The Agency will not pay tuition/approved fees or an expense payment for any semester during which the Student withdraws from or is expelled by the Student's MSW/MSSW degree program.
- (5) The Agency will not pay tuition/approved fees or an expense payment for any semester during which the Student terminates employment with the Agency.
- (6) The agency will not pay fees incurred as a result of late registration. The agency will not pay late fees incurred as a result of the Student not submitting documentation to the Tuition Program.
- (7) The Agency will not pay the tuition and/or fees associated with any course more than one (1) time.
- (8) **Public Higher Education Fee Waiver:** If attending a public in-state university, the Student must pay for the tuition and fees of one (1) course each semester of participation by submitting the Public Higher Education Fee Waiver form to his or her university's Bursar's Office prior to the course registration deadline each semester. If attending a private in-state university that does not accept this fee waiver, the Student will be personally responsible for paying the tuition and fees for 3.0 credit hours each semester for which financial assistance is received through this program (see Section 6 - Contingency C for additional detail). The Agency will not pay tuition or fees incurred as a result of the Student's failure to submit said form by his or her university's course registration deadline.

Tuition /Approved Fee Payments

- (9) **Public in-state universities:** Tuition and fees are paid according to the Student's university's annually published fee schedule.



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- (10) **Private in-state universities:** Tuition and fees are paid based on the highest per-credit-hour rate at or above 4.0 hours charged by public in-state universities up to a "tuition/fee cap," which is based on the highest rate charged by public in-state universities. Students attending private in-state universities are personally responsible for paying any tuition and fees that exceed this cap.
- (11) **Approved fees:** Fees not included in the university's annually published fee schedule are paid at the discretion of the Agency.

Expense Payments

- (12) The program provides to students participating at in-state universities an expense payment for textbooks, living, and travel expenses related to program participation. All payments are disbursed directly to the Student's university for credit to his or her university account.
- (13) The amount of the expense payment 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 D for additional detail*).

Section 3 - Student Responsibilities

A. Academic Responsibilities

The Student agrees to:

- (1) Remain in good standing in his or her social work program and university.
- (2) Complete the necessary academic requirements for the MSW/MSSW degree as defined by the Student's university and graduate within ten (10) semesters—beginning with and including the aforementioned semester/year that initiates this Agreement (*see Section 6 - Contingency A for additional detail*).
- (3) Maintain the *minimum enrollment requirement* each semester of financial assistance received under the terms of this Agreement (*see Section 6 - Contingency A for additional detail*).
- (4) 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).[†]
- (2) Attend all student meetings, phone conferences, orientations, trainings, retreats, conferences, or other activities associated with this program.



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- (3) Submit to the Student's university Bursar's Office by each semester's registration deadline the Public Higher Education Fee Waiver form to pay for one (1) course per semester of participation in this program (for public in-state universities only).
- (4) Pay the tuition and fees of 3.0 credit hours per semester of participation in this program (for private in-state universities only).
- (5) **Pay any other tuition, fees or other school-related expenses that are not paid by the Agency within deadlines established by the university.**
- (6) Submit to Agency all required documentation each semester—including, but not limited to, class schedules, grade reports, status updates, and financial aid information—for the verification of program standing, by program deadline.
- (7) Complete form [CS-0977 Approval of Participation](#) annually.
- (8) 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.
- (9) Immediately inform the Agency of any of the following circumstances:
 - 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 maintenance of the minimum enrollment requirement (*see Section 6 - Contingency A for additional detail*)
 - e) Any issue impacting enrollment status—including, but not limited to, a prospective interruption of studies, upcoming graduation, or change in employment (e.g., position or location) with the Agency
 - f) Any issue impacting employment—including, but not limited to, disciplinary action or conviction of a crime, or periods of absence beyond two (2) weeks (e.g., sabbatical or FMLA leave).

C. Employment Responsibilities

The Student agrees to:

- (1) Remain employed with the Agency for a period of at least six (6) to twenty-four (24) *consecutive* months (six months per semester of aid received). The employment commitment period will begin on June 1, September 1, or January 1 corresponding to graduation in spring, summer, or fall, respectively (*see Section 6 - Contingency H for additional detail*). Employment served at any other State agency (e.g., the



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Department of Probation and Parole or the Department of Human Services) will not count toward the employment commitment period.

- (2) 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.
- (3) 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 the Student's Agreement at any time either "for cause" or "at no fault" of the Student.
- (2) **"For 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) Disciplinary action by the Agency
 - c) Expulsion/dismissal/withdrawal from the Student's university social work program
 - d) Failure to maintain good academic standing at the Student's university
 - e) Failure to serve employment with the Agency as outlined in Section 3C
 - f) Failure to meet the minimum enrollment requirement for two (2) or more consecutive fall or spring semesters (*see Section 6 - Contingency I for additional detail*)
 - g) Termination of employment with the Agency by fault of the Student (any action resulting in separation or dismissal under state personnel laws)
 - h) Breach of the National Association of Social Workers (NASW) Social Work Code of Ethics
 - i) Criminal arrest (e.g., DUI arrest)
 - j) Conviction of a crime involving a child
- (3) **"At No fault":** If participation is terminated "at no fault" of the Student (e.g., changes in funding, long-term 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.
- (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 Form [**CS-0980 Incident Report**](#).[†] The Agency reserves the right to review

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incidents with the university in order to make a determination about the Student's continued participation in the program (see *Contingency E* 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 will be required to repay the Agency all tuition/approved fees and expense payments issued to the Student during 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 expense 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 will be 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 expense payments issued to the Student during the course of his or her participation in the program.**

Section 6 - Contingencies

A. Enrollment

- (1) **Minimum enrollment requirement:** If the Student *does not enroll for the minimum enrollment requirement* of 4.0 credit hours for a given semester, he or she is ineligible to receive funds that semester through this program (program status is not necessarily affected) (see *Contingency F* for additional detail). Maintenance of minimum enrollment requirement does not apply if the Student is not receiving aid for a given semester (e.g., summer).
- (2) **Time frame for completion:** The Agency will provide tuition/approved fees and expense payments to the Student for no more than eight (8) semesters, and the Student must graduate within ten (10) semesters of beginning the program. In the event that a Student does not graduate within ten (10) semesters, he or she must request in writing permission to prolong his or her education (see *Contingency F* for additional detail). Absent a request or Agency permission to prolong study, the employment commitment period will begin as noted in *Contingency I*.



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B. Tuition and Approved Fee Payments

- (1) **Financial Aid:** All tuition/approved fees/expense 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 inquiries related to the tax implications of his or her financial aid to his or her university financial aid office and/or a tax professional.

C. Public Higher Education Fee Waiver

- (1) Students attending private in-state universities are required to personally pay the tuition and fees for 3.0 credit hours each semester because they are ineligible to use the Public Higher Education Fee Waiver benefit afforded to State employees.
- (2) Students attending a public in-state university are expected to use their Public Higher Education Fee Waiver each semester to pay the tuition and fees for one (1) course toward their MSW/MSSW degree; the Student cannot use this benefit to pay for a course that is not part of his or her MSW/MSSW degree program.

D. Reduction of Expense Payment

- (1) If the Student fails to maintain the *minimum enrollment requirement* during the course of a semester, his or her expense payment issued that semester will be deducted from future payments.
- (2) In the event that the Agency must reduce the amount of or discontinue the expense payment due to budgetary constraints, notification will be provided to the Student within thirty (30) days of the beginning of the academic year (beginning fall).

- E. Incidents:** 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*.[†] 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.



- (1) **Disciplinary Action:** Students must report all disciplinary actions to the Tuition Program within the timeframe outlined above. The following steps will be taken for disciplinary actions incurred:
- Oral Warning - Student will receive a written warning from the Tuition Program outlining the necessary steps to avoid dismissal from the program.
 - Written Warning - Student will be dismissed from the Tuition Program without appeal.
 - Suspension - Student will be dismissed from the Tuition Program without appeal.
 - Demotion/Transfer/Termination - Student will be dismissed from the Tuition Program without appeal.

If a student appeals a disciplinary action and the appeal is granted (removed or reduced to an oral warning) the student can reequest in writing to receive reimbursement for the time in which they were dismissed from the Tuition Program and to be reinstated as a program participant. It is the student's responsibility to begin the reimbursement process. The student can receive reimbursement only if they continued to attend school during the time they were dismissed from the Tuition Program. The semester(s) reimbursed will count towards the student's total of eight (8) eligible semesters to receive funding.

F. Deferrals

- (1) The Student is expected to participate in good standing for all consecutive academic semesters (save summer) and fulfill the employment commitment period 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 only in extenuating circumstances (e.g., hardship such as death, personal illness, disability, etc.) and the petition must be supported by ample documentation (e.g., medical documentation, notes from university staff, employer notes, etc.). Student must complete CS-0979 Deferral Request Form and submit it to the DCS Tuition Assistance Program office. **The request must be approved in writing by the program office before the deferral period is considered to begin.**
- (2) ***Interruption of study:*** If the Student must interrupt university studies for any reason, he or she must notify the Tuition Assistance Programs Manager in writing by completing the Deferral Request Form at least thirty (30) days before the beginning of the upcoming academic semester.
- (3) If the Student withdraws from a class during the semester for extenuating circumstances or is on medical leave, he or she must notify the programs manager in writing by completing CS-0979 Deferral Request Form with supporting documentation for the deferral within (30) days from the withdraw date. The Student must request that their situation be reviewed so a deferral in contract requirements may be granted for the class withdrawal.
- (4) ***Prolonging of study:*** If the Student will not complete his or her MSW/MSSW degree within ten (10) semesters beginning with and including the aforementioned semester/year that initiates this Agreement, he or she must notify the Agency in writing by completing the Deferral Request Form no later than ninety (90) days before the completion of his or her eighth semester of aid received in this program (see Contingency G for additional detail).



Termination of Studies and/or Employment

- G. (1) Termination of studies before receiving MSW/MSSW degree: If the Student terminates his or her MSW/MSSW studies before graduation but continues to work for the Agency, the Student must either repay the Agency all tuition/approved fees and expense payments spent by the Agency on his or her MSW/MSSW education or continue employment with the Agency an additional term of six (6) months per semester of aid received while a participant in the program. In the case of the latter, if the Student terminates employment before fulfilling the employment commitment period, he or she must repay the prorated cost of all tuition/approved fees and expense payments spent on his or her MSW/MSSW education by the Agency [see example in G(3)].
- (2) ***Termination of employment before receiving MSW/MSSW degree:*** If the Student separates from the Agency before graduation with an MSW/MSSW degree, the Student must repay the Agency all tuition/approved fees and expense payments spent by the Agency on the Student's MSW/MSSW education (see Section 5 - Repayment).
- (3) ***Termination of employment after receiving MSW/MSSW degree but before fulfilling the employment commitment period:*** If the Student terminates employment with the Agency after receiving the MSW/MSSW degree but before fulfilling his or her corresponding employment commitment period, he or she must repay the prorated cost of all tuition/approved fees and expense payments spent by the Agency on his or her MSW/MSSW education. If, for example, an employee separates from the Agency after serving only 18 months of a 24 month employment obligation, he or she will owe the Agency 25% of the tuition, fee, and expense payments issued to him or her during the course of his or her participation in the program (18 months/24 months = 75% of employment obligation served).

H. **Early Initiation of Employment Commitment**

- (1) If the student is no longer eligible to receive funding from the Tuition Program during their final semester of school because they do not meet the minimum enrollment requirement, the student may begin their employment commitment one (1) semester early. The student must meet the following requirements:
- a) Must be enrolled in less than the required minimum four (4) credit hours during their final semester.
 - b) Will graduate with their Master's degree upon completion of their final semester in which they do not qualify for funding.
 - c) Must have received funding from the Tuition Program during the semester prior to their final semester of school.
 - d) Must be in good standing with the Tuition Program, their university, and the Department.



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- (2) The student will complete their employment commitment as outlined in Section 3 - Student Responsibilities, Subsection C - Employment Responsibilities, Number One (1), with the exception of the employment commitment start date.
- (3) The student's ability to begin their employment commitment early will be voided if the student does not graduate within the timeframe outlined above. If this occurs, the student's contract will begin once they have obtained their degree or notify the Tuition Program of their withdrawal from the university or tuition program.
- (4) Students will not be eligible to receive a stipend payment during their final semester.

I.

Period of Employment Commitment

- (1) Inactivity/Termination of Study: If the student is inactive for two (2) or more consecutive semesters (including summer), he or she will be considered to have "terminated study." The employment commitment period will begin on June 1, September 1, or January 1 corresponding to the first semester of inactivity (spring, summer, or fall, respectively) (see Contingency G for additional detail). The Student can complete the CS-0979 Deferral Request Form and have it approved by the Tuition Assistance Program office to avoid termination of study.
- (2) Maximum Time Frame: In the event that a Student does not graduate within ten (10) semesters, he or she must request in writing request permission to prolong his or her education (see Contingency G for additional detail). If the deferral is granted, funding through this program will cease and the employment commitment period will begin as outlined in Section 3 (C). Absent a request or Agency permission to prolong study, the employment commitment period will begin as outlined in H (1) above.



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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 MSW/MSSW Tuition Assistance Program.

Student Name*

Student Signature*

Date

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 MSW/MSSW Tuition Assistance Program.

DCS Regional Approval Name
Regional Administrator, Regional Investigations Director (RID), or Executive Director*

DCS Regional Approval Signature
Regional Administrator, Regional Investigations Director (RID), or
Executive Director *

Date

***Notes:**

Make a copy of this Program Agreement for your records. Submit this original copy by mail or email to the office of the Tuition Assistance Programs with other application documents to:

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

OR OFFICE USE ONLY

DCS Appointing Authority or Official Designee Name

DCS Appointing Authority or Official Signature

Date



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