



Program Agreement—DCS Employee Graduate Tuition Reimbursement Program

Eligibility

To be eligible to apply for admission to the DCS Employee Graduate Tuition Reimbursement Program and enter into this Program Agreement, the Student must:

- Be a full-time DCS employee
- Be employed with the Department for at least two years as of the first day of classes on the academic year noted below (beginning fall or spring)
- Be in good standing with the Department:
 - not on probation at the time of application;
 - no current or pending disciplinary action to include: written warnings, suspensions, demotions, and/or terminations;
 - no history of disciplinary action within the past three (3) years with any State agency to include: written warnings, suspensions, demotions, and/or terminations
- Received a Performance Evaluation (PE) within the past 12 months with a score of at least 'valued'
- Receive approval from supervisor and regional/facility leadership
- Be unconditionally accepted into an accredited graduate program (or program in candidacy) relevant to your current job duties in one of the following approved areas of study:
 - Social Work (*pertains only to students not participating in the DCS MSW/MSSW Tuition Program*)
 - Counseling
 - Psychology
 - Sociology

Parties and Period of this Agreement

This Agreement is made by and between the Tennessee Department of Children's Services (Agency)

and _____ (Student). This Agreement is
(**Student's Full Name*)

for the academic semester starting _____ until the completion of the
(**Semester (Fall or Spring)/Year*)

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

Contents

PAGE

Section 1 – Program Overview

4

- Summary
- Participating Universities

Section 2 – Agency Responsibilities

4

- Payment
 - Tuition/approved fees
 - Expense payments

Section 3 – Student Responsibilities

6

- Academic
- Administrative
- Employment

Section 4 – Termination of Agreement

8

- Termination “for cause”
- Termination “at no fault”

Section 5 – Repayment

8

- Conditions
- Time Frame
- Collections

Section 6 – Contingencies

9

- Enrollment
- Tuition/approved fees
- Public Higher Education Fee Waiver
- Deferrals
 - Interruption in study
 - Prolonging of study
- Termination
- Early Initiation of Employment Commitment
- Employment commitment period

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Distribution:

CS-1019, Rev. 07/17



RD A SW05
Page 2

- Student
- DCS Regional Approving Party
- DCS Appointing Authority or Designee

Section 1 – Program Overview

Check the "Forms" Webpage for the current version and disregard previous versions. This form may not be altered without prior approval.

Distribution:

CS-1019, Rev. 07/17



RDA SW05
Page 3

A. Summary

The Department of Children's Services (DCS) Employee Graduate Tuition Reimbursement Program provides financial support to DCS staff willing to make a commitment to complete a Master's-level graduate program in a human services field of study. The objective of this program is to strengthen the Department with public child welfare employees who are committed to gaining the knowledge, skills, and abilities of a Master's-level professional.

The program reimburses employees with tuition/approved fees and payments to assist with books for up to four (4) academic years, which is defined as up to eight (8) semesters. In return, the Student must work for the Agency for 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 DCS Employee Graduate Reimbursement 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)
- Other accredited universities by request

Notes:

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

Section 2 – Agency Responsibilities

Payment

- (1) The Agency agrees to reimburse tuition/approved fees and an expense payment to the Student for each semester of participation, for up to eight (8) semesters, for which the Student meets the *minimum enrollment requirement*. The Student must enroll and maintain attendance in at least two (2) courses constituting a total of at least 4.0 credit hours per semester to be eligible to receive funds through this program. All payments are reimbursed to the employee through their Edison accounts.

- (2) The Agency will not pay tuition or fees associated with courses not related to the Student's graduate 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 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 degree program.
- (5) The Agency will not pay tuition/approved fees or an expense payment for any semester during which the Student leaves employment with the Agency.
- (6) The Agency will not pay fees incurred as a result of late registration.
- (7) The Agency will not pay the tuition and/or fees associated with any course more than once.
- (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 for additional details). 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.
- (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.

Book Reimbursement

(12) Participants are reimbursed for textbooks related to their coursework. Students must obtain a receipt for textbooks and submit this receipt to the Program Manager as part of their reimbursement claim in Edison.

Section 3 – Student Responsibilities

A. Academic Responsibilities

The Student agrees to:

- (1) Remain in good standing in his or her program and university.
- (2) Complete the necessary academic requirements for the degree as defined by the Student's university and graduate within ten (10) semesters (excluding summer)—beginning with and including the aforementioned semester/year that initiates this Agreement (*see Section 6 – Contingency A for additional details*).
- (3) Maintain the *minimum enrollment requirement* for each semester of financial assistance received under the terms of this Agreements (*see Section 6 – Contingency A for additional details*).
- (4) Maintain a 3.0 or higher passing grade in each course for which the student is to be reimbursed.
Note: No reimbursement will be granted for any class which is repeated due to an unsatisfactory grade or that the student receives a grade lower than a 3.0 (B). Student must receive a grade of a B, B+, A-, or A+ to receive reimbursement for that course.

B. Administrative Responsibilities

The Student agrees to:

- (1) Observe all important dates and deadlines (including registration for classes).
- (2) Attend all student meetings, orientations, trainings, retreats, conferences, or other activities associated with the reimbursement program.

- (3) By each semester's registration deadline, submit to the Student's university Bursar's Office 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 other tuition, fees or other school-related expenses within deadlines established by the university.
- (6) By deadline, submit to Agency all required documentation each semester---including, but not limited to, class schedules, grade reports, receipts for tuition and receipts for books---for verification of program standing and reimbursements.
- (7) Participate in research (e.g., surveys) regarding this Program and employment at the Agency both during and after the period of this Agreement.
- (8) 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 academic program and/or university.
 - d) Any issue impacting maintenance of the minimum enrollment requirement (*see Section 6--Contingency A for additional details*).
 - 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 o 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) months per semester of aid received (up to twenty-four months). 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 details*). Employment served at any other State agency (e.g., the 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.g., 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) Disciplinary action by the Agency
 - c) Expulsion/dismissal/withdrawal from the Student's university 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 requirements for two (2) or more consecutive fall or spring semesters (*see Section 6 – Contingency H for additional details*)
 - g) Termination of employment with the Agency by fault of the Student (any action resulting in separation or dismissal under state personnel laws)
 - h) Criminal arrest (e.g., DUI arrest)
 - i) Conviction of a crime involving a child
- (3) *“No fault”*: If participation is terminated “at no fault” of the Student (e.g., changes in funding 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 the *Incident Report* form. 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 details*). 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.

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Distribution:

CS-1019, Rev. 07/17



RDA SW05
Page 8

- (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 book reimbursement 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, depending on the amount owed. 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 book reimbursemenet 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* 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 details*). 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 details*). Absent a request or Agency permission to prolong study, the employment commitment period will begin as noted in *Contingency H*.

B. Tuition and Approved Fee Payments

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Distribution:

CS-1019, Rev. 07/17



RD A SW05
Page 9

- (1) *Reimbursement*: Each semester the Student must submit the grades, schedule, and receipts for tuition and for books to the Programs Manager. All receipts must be uploaded into Edison along with a claim for reimbursement for educational expenses.
- (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 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 degree; the Student cannot use this benefit to pay for a course that is not part of his or her degree program.

D. 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 Programs within the timeframe outlined above. The following steps will be taken for disciplinary actions incurred:
 - (a) Oral Warning – Student will receive a written warning from the Tuition Program outlining the necessary steps to avoid dismissal from the program.
 - (b) Written Warning – Student will be dismissed from the Tuition Program without appeal.
 - (c) Suspension – Student will be dismissed from the Tuition Program without appeal.
 - (d) 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 request 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) reimbursement will count towards the student's total of eight (8) eligible semesters to receive funding.

E. 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.).
- (2) *Interruption of study:* If the Student must interrupt university studies for any reason, he or she must notify the Programs Manager in writing by completing the *Deferral Request Form* at least thirty (30) days before the beginning of the upcoming academic semester (*see Contingency I for additional details*).
- (3) *Prolonging of study:* If the Student will not complete his or her 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.

F. Termination of Studies and/or Employment

- (1) *Termination of studies before receiving degree:* If the Student terminates his or her 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 or his or her 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 education by the Agency [*see example in F(3)*].
- (2) *Termination of employment before receiving degree:* If the Student separates from the Agency before graduation with a degree, the Student must repay the Agency all tuition/approved fees and book reimbursement payments spent by the Agency on the Student's education (*see Section 5 - Repayment*).
- (3) *Termination of employment after receiving degree but before fulfilling the employment commitment period:* If the Student terminates employment with the Agency after receiving the 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 book reimbursement payments spent by the Agency on his or her 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 (018 months/24 months = 75% of employment obligation served).

G. 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 first semester of school
 - (d) Must be in good standing with the Tuition Program, their university, and the Department.
- (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 notified 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.

H. 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 F* for additional details).
- (2) *Maximum Time Frame:* 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 (*Contingency F* for additional details). If the deferral is granted, funding through this program will be suspended. Absent a request or Agency permission to prolong study, the employment commitment period will begin as outlined in Section 6 (G) (1) above.

Section 7 – Authorizations

I, do hereby confirm that I fully understand the terms of this agreement and do hereby agree to abide by the terms and guidelines presented therein as a participant in the DCS Employee Graduate Tuition Reimbursement Program.

Student Name

Student Signature

/ /
Date (mm/dd/yyyy)

As the DCS Regional Approving Party, I 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 DCS Employee Graduate Tuition Reimbursement Program

DCS Regional Approval Name

Regional Administrator, Regional Investigations Director (RID), or Executive Director as appropriate

/ /
Date (mm/dd/yyyy)

DCS Regional Approval Signature

Regional Administrator, Regional Investigations Director (RID), or Executive Director as appropriate

/ /
Date (mm/dd/yyyy)

*Notes

(1) Make a copy of this Program Agreement for your records and submit this original copy by mail to the Programs Manager with other application documents

FOR OFFICE USE ONLY

DCS Assistant Commissioner Office of Finance

/ /
Date (mm/dd/yyyy)

Commissioner Department of Human Resources

/ /
Date (mm/dd/yyyy)

/ /

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Distribution:

CS-1019, Rev. 07/17



RDA SW05
Page 13