

PUBLIC CHILD WELFARE CERTIFICATION PROGRAM

CONTRACT BETWEEN CABINET FOR HEALTH AND FAMILY SERVICES

AND

_____, **STUDENT**

The Cabinet for Health and Family Services (hereafter referred to as the “Agency”) and _____ (hereafter referred to as the “Student”) do hereby make and enter into this mutual contract as specified below:

I. Definitions:

- “Academic school year”** – means two semesters (Fall and Spring), each lasting between 15 to 18 weeks.
- “Agency”** – means the Cabinet for Health and Family Services, Department for Community Based Services.
- “Cause”** – means that it may include but not limited to, breach of any term of this contract, any criminal conduct while in the PCWCP program, any misconduct while in the PCWCP program, breach of the Social Work Code of Ethics, failure to maintain required academic standards, declining or failing to attend interviews, violation of school rules, any disciplinary action taken by the Cabinet, or termination as a result of personnel action within the effective date of this contract.
- “Date of Graduation”** – means the date recognized by the student’s university or college when the degree was conferred to the student.
- “DCBS”** – means Department for Community Based Services.
- “EKU/UTC Program Coordinator”** – means Eastern Kentucky University, University Training Consortium program coordinator, 229 Mattox Hall, 521 Lancaster Avenue, Richmond, KY 40475 (telephone: 859-622-2312).
- “Full-time summer semester”** – means a minimum of nine (9) credit hours during a summer semester.
- “No fault”** – means the event is due to acts or omissions other than those of the student.
- “PCWCP”** – means the Public Child Welfare Certification Program.
- “PCWCP Site Coordinator”** – means university representative at local university or college.
- “Program”** – means the Public Child Welfare Certification Program.
- “Semester”** – means a fall or spring fifteen to eighteen week period, or a summer session where the student takes nine hours or more.
- “Stipend”** – means money to be used for the purchase of books, living expenses, fees and to cover reimbursement for travel expenses for student’s participation in the program.

II. General Terms:

- A. Only one (1) full-time summer semester shall count towards completion of the program.
- B. Failure to be placed with the Agency within two (2) months of graduation shall not result in the student's two-year obligation being waived or reduced.
- C. Any and all appeals or disputes arising from this contract shall be submitted to the PCWCP Oversight Committee.
- D. The Counties listed in the PCWCP application are incorporated herein by reference.
- E. The Agreement shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Kentucky.
- F. The Parties agree that any legal action which is brought on the basis of this Agreement shall be filed in the appropriate court located in Franklin County of the Commonwealth of Kentucky.

III. The Agency Agrees to:

- A. Pay in-state tuition for a full-time (as defined by the Student's university) undergraduate student, pursuing a Bachelor degree in Social Work at one of the eleven (11) universities participating in this program (Brescia, Campbellsville, Eastern Kentucky, Kentucky State, Morehead State, Murray State, Northern Kentucky, Spalding, University of Kentucky, University of Louisville, Western Kentucky) for a maximum of four (4) semesters. Students electing to attend Brescia, Campbellsville or Spalding which are in-state private institutions, to pursue a BSW degree shall be required to pay the difference between the highest tuition of the eight (8) participating public universities and the cost of tuition at Brescia, Campbellsville or Spalding, not to exceed four (4) semesters. A Student must have a minimum of three semesters remaining before graduation to be eligible to participate in the program.
- B. Provide a stipend to be used for the purchase of books, living expenses, fees and reimbursement for travel expenses as a result of the student's participation in the program. The amount of the stipend will not exceed \$1300 per semester for fall and spring semesters and \$650 for a summer semester. The Student will not receive a stipend for more than four (4) semesters. The stipend shall be paid directly to the Student.
- C. Assist the Student in acquiring employment consistent with state personnel requirements, for a child welfare position within the Department for Community Based Services in the Social Service Worker series. The Agency shall diligently attempt to make available to the Student a position within two (2) months of graduation, subject to the continued availability of funds and positions. Nothing in this contract shall obligate the Agency to employ the Student. The Agency shall attempt to place the Student in the DCBS County of their choice, if possible. If no position is available in the DCBS County of choice, the student may be required to accept a position in another county in Kentucky.

IV. The Student Agrees to:

- A. Complete the necessary requirements for a Bachelor degree in Social Work and PCWCP certification within two calendar years from the effective date of this contract.

- B. Complete field practicum with the Cabinet for Health and Family Services, Department for Community Based Services, Protection and Permanency Program, in a child welfare position.
- C. Maintain a 3.0 cumulative GPA in social work courses, receive no less than a “B” in the required PCWCP courses and field practicum(s), and maintain an overall 2.5 cumulative GPA. In cases where the educational institution uses a Pass/Fail or Satisfactory/Unsatisfactory grading system for the PCWCP field practicum(s), the student must receive a Pass or Satisfactory grade.
- D. Maintain full-time status in the fall and spring semesters (as defined by the Student’s university).
- E. Limit attendance to one (1) full-time summer semester so long as the student completes the prior academic school year and the following fall semester or completes the preceding spring semester and upcoming academic school year.
- F. Attend all student meetings, orientations, trainings, retreats and conferences associated with this program.
- G. Promptly pay for any other tuition, fees or other school-related expenses, which are not specified as being paid by the Agency in this contract.
- H. Apply for and accept full-time employment with the Agency in a child welfare position in the Social Service Worker series.
- I. Follow state personnel procedures for hiring.
- J. Submit an employment application to the Personnel Cabinet within thirty (30) days of graduation and to ECU/UTC Program Coordinator as referenced in the ECU State Online application “COS Directions” along with your PCWCP Site Coordinator.
- K. You must apply for the Social Service Worker series position 30 days prior to graduation and submit State Personnel confirmation email for your social service position within (5) business days upon receipt, to the ECU/UTC Program Coordinator.
- L. Agrees not to be a Foster Parent during the effective period of this contract.
- M. Accept a position with the Agency within two (2) months of graduation, contingent upon position availability.
- N. Successfully complete their initial six (6) month probationary period and remain employed with the Agency for at least two (2) years.
- O. Repay the Agency the cost of tuition and stipend paid by the Agency to the school and the Student if the Student fails to meet the terms of this contract. Repayment shall be made in lump sum due upon demand by the Agency. In the event of litigation, the student will be required to pay all attorney fees and court costs associated with the collection process.
- P. Maintain eligibility to be employed by the Cabinet for Health and Family Services, Department for Community Based Services in a child welfare position in a social service worker series.

