

## **Chapter 3**

### **Contracts**

# Chapter 3

## CONTRACTS

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## **Chapter 3**

### **CONTRACTS**

#### ***Contract Policy***

- In order to participate in CWWPEP, a university must enter into a contract with e ODJFS.
- In order for a student to participate in CWWPEP, he must enter into a contract with the university he is attending.
- All contracts will be routinely monitored for compliance with Federal Title IV-E regulations.

#### ***Major Terms of the University – ODJFS CWWPEP Contract***

Each university participating in CWWPEP must sign a contract with ODJFS. The lists below delineate some of the responsibilities of the university, information regarding compensation, as well as funding and recovery of scholarship funds.

#### **Responsibilities of the University**

##### ***Instruction***

- Enroll social work students into CWWPEP
- Provide course instruction
- Assign faculty and staff to achieve objectives of CWWPEP
- Evaluate, grade and confer degree upon each successful student
- Certify to ODJFS that it is fully and currently accredited

### ***Workforce Development and Job Readiness***

- Adopt a standardized process to screen, select, and orient senior Bachelor's students into CWWPEP
- Provide CWWPEP students with special advising services to evaluate educational and job skill needs
- Pursuant to above services, develop an individualized student learning plan
- Establish a student evaluation plan
- Compile aggregate information on students' learning needs
- Implement such contract management, monitoring, reporting, and evaluating activities as ODJFS may prescribe
- Develop, train, and deploy practicum supervisors who will assure high quality field education experiences
- Establish partnerships with local PCSAs to deploy field practicum supervisors and cultivate an appropriate learning environment
- Provide consultation to local PCSAs to ensure their readiness to accept CWWPEP students
- Use its best efforts to develop job opportunities and secure student employment with a PCSA within 90 days of graduation

### ***Student Agreement for Scholarship***

- Provide scholarship to each student who executes an agreement to participate in CWWPEP and append standardized agreement to contract

## **Compensation and Use of Funds**

### ***Scholarship Assistance***

- Within 60 days of the beginning of each academic semester or quarter, the university will complete a scholarship worksheet and forward it to ODJFS.
- ODJFS agrees to seek allowable federal financial participation (FFP) for the costs reported on the worksheet and to pay the university not less than 95% of FFP claimed and received.
- The university agrees to establish a scholarship escrow account for each student and credit the account with an amount equal to not less than 85% of the funds it receives for each student, i.e., the university may keep as its administrative costs up to 15% of scholarship monies received per student.
- Interest income earned from escrowed funds shall be credited to the student's account and remitted to student upon termination of the account.
- Scholarship assistance shall be remitted to the student within 60 days of the later of the student's successful graduation from the CWWPEP or employment with a PCSA.
- If the student fails to secure employment with a PCSA within 180 days of graduation, the university shall terminate the scholarship, and any funds in the account, including interest income, shall revert to ODJFS.

### ***Recovery of Scholarship Funding***

- In the event a student breaches her student agreement, the university shall report the breach to ODJFS.
- ODJFS shall implement recovery by offsetting the amount to be recovered from future payments to the university.
- The university shall have no responsibility to recover any scholarship funds because a student has failed to complete a required post-graduation term of employment.
- The local PCSA employing a student who fails to complete his post-graduation term of employment shall recover scholarship funds from that student.

**ODJFS Document**  
**Sample Contract Between the University and ODJFS**  
**2003**

**Agreement**

**Between**

**University "X"**

**and**

**The Ohio Department of Job and Family Services**

**I.**  
**PURPOSE**

This agreement is entered into between the Ohio Department of Job and Family Services (hereinafter "**ODJFS**"), and University "X" (hereinafter as "**The University**") for the purpose of defining the relationships and responsibilities between the parties for **The University's** provision of educational instruction to students who agree to commit to employment in public child welfare agencies upon receiving their baccalaureate degree in social work.

**II.**  
**RESPONSIBILITIES OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES**

Pursuant to Section 5101.141 of the Ohio Revised Code, 42 USCA 672 (a)(2), and 45 CFR 1355.30 (m) and 204.100, **ODJFS** is the single state agency responsible for the administration of Title IV-E within the state of Ohio. In that capacity, **ODJFS** agrees to engage the services of **The University** to provide educational instruction to students who agree to commit to employment in public child welfare agencies upon receiving their baccalaureate degree in social work.

**III.**  
**RESPONSIBILITIES OF THE UNIVERSITIES**

**A. Educational Instruction**

**The University** agrees to provide a program of special social work educational instruction, hereinafter referred to as the Child Welfare Workforce Professional Education Program (CWWPEP), to students who have executed the agreement referenced in paragraph (C) of this Article. Specifically, **The University** agrees to enroll such students in its social work school, and to provide the aforementioned educational instruction to them through such school. **The University** further agrees to assign such faculty and staff as are necessary to achieve this function. **The University** further agrees to implement a system of evaluation and grading for each such student that is within the parameters of generally accepted academic standards for such educational instruction as it will deliver hereunder. **The University** agrees to confer a degree upon each student who successfully completes the course of instruction delivered hereunder.

**The University** certifies to **ODJFS** that it is fully accredited as a post-secondary educational institution by a generally recognized national accreditation body, and that such accreditation is both currently in force and has been granted to **The University** without reservation or encumbrance. **The University** further certifies

to **ODJFS** that it has received permission, as applicable, from the Ohio Board of Regents to offer degree instruction in social work.

Appended as Exhibit A, is a description of the curriculum that it will use under this agreement. **The University** certifies that this description is a true and accurate representation of the educational instruction that will be rendered under this **Agreement**. Both parties agree that Exhibit A is incorporated into this agreement as if it were reiterated herein.

## **B. Workforce Development and Job Readiness**

On behalf of students who receive instruction under paragraph (A) of this Article, **The University** agrees to develop and provide the following services in addition to those supportive educational services customarily provided to students by **the University**:

- (1). **The University** will adopt and implement a standardized process to screen, select, and orient students in the CWWPEP. **The University** will limit enrollment in CWWPEP to students who are not greater than 6 academic quarters or 4 academic semesters, and not less than 3 academic quarters or 2 academic semesters from matriculation.
- (2). **The University** will provide all students participating in the CWWPEP with special advising services designed to evaluate individual educational and job skill needs. Based on such evaluation, **The University** will develop an individualized learning plan that addresses the student's individual needs.
- (3). **The University** will establish an evaluation plan to determine each student's progress and success in mastering their learning objectives.
- (4). **The University** will compile aggregate information on students' learning needs to enhance curriculum development, field based education, and other program elements.
- (5). **The University** will implement such contract management, monitoring, reporting, and evaluation activities as **ODJFS** may prescribe through periodic correspondence with **The University**.

Beginning July 1, 2003, **The University** agrees to perform the following additional activities on behalf of students participating in the CWWPEP:

- (6). **The University** will develop, train, and deploy practicum supervisors whose responsibility it will be to assure high quality field education experiences that address competencies taught in the CWWPEP. **The University** will provide ongoing, on-site technical assistance and coaching to field supervisors, and will design and participate in transfer of learning activities and evaluation with participating students.
- (7). **The University** will establish partnerships with local public children services agencies to deploy field practicum supervisors, to cultivate the appropriate learning environment for students in their field placements, to ensure the achievement of desired competencies by students, and to promote the rapid and smooth job placement of students in a public children services agency immediately after graduation.

(8). **The University** will provide consultation to the public children service agency to ensure that such agency is ready to successfully receive the student into employment in a direct client service or supervisory capacity upon graduation.

(9). In the event that a student has not begun employment in a direct client service or supervisory capacity with an Ohio public children services agency within 90 calendar days of graduation, **The University** will use its best efforts to develop and secure an employment offer in a direct client service or supervisory capacity for the student from an Ohio public children services agency. If **The University** determines that issues related to the employability of the student, or governmental budgetary constraints or hiring freezes, create a reasonable likelihood that the student will not be offered employment in a direct client service or supervisory capacity in the near term, **The University** may terminate its efforts to assign a student to an Ohio public children services agency. **The University** will advise **ODJFS** of any such action on its part.

### C. Student Agreement for Scholarship

**The University** agrees to use funds provided pursuant to this agreement to provide a scholarship to each student who executes the agreement appended as Exhibit B. The amount of the scholarship provided shall conform to the terms stated in Article IV of this agreement.

## IV. COMPENSATION AND USE OF FUNDS

### A. Scholarship Assistance

Within 60 days of the beginning of each academic semester or quarter, **The University** will complete a scholarship worksheet and forward same to **ODJFS**. The worksheet and instructions regarding its submission will be developed by **ODJFS** and provided to **The University**. **ODJFS** agrees to seek allowable federal financial participation for the costs reported on the worksheet, and agrees to pay **The University** not less than 95% of such federal financial participation claimed and received, net of funds, if any, that are distributed by **ODJFS** to the Ohio Board of Regents. **The University** agrees to create a scholarship account for each student and to credit same with an amount equal to not less than 85% of the funds it receives for each such student. Such scholarship assistance will be escrowed by **The University** and remitted to the student within 60 days of the later of the student's successful graduation from the CWWPEP or employment with a public children services agency. Interest income earned on such escrowed funds shall be credited to the student's account and remitted to student upon discharge of the account. In the event that a student fails to secure employment in a direct client service or supervisory capacity with an Ohio public children services agency within 180 days from graduation from the CWWPEP, **The University** will extinguish the scholarship and the funds therein, including interest income, will revert to **ODJFS**.

All payments made to **The University** will solely consist of available federal financial participation payable at the applicable federal matching rate for allowable Title IV-E training costs. **The University** accepts that all payments made under this paragraph are contingent upon Federal approval of the State's Title IV-E Program Plan, Title IV-B State Plan, and **ODJFS** Cost Allocation Plan, as amended. In the event of Federal approval of such Plans, payments, in whole or in part, are further contingent upon the **award and receipt** by **ODJFS** of matching funds from the Federal government. **ODJFS** will use its best efforts to secure such matching payments as are allowable under this paragraph, but makes no warranty, express or implied, as to the ultimate success of those efforts. **The University** further accepts that all payments made under this agreement are subject to appropriations made by the Ohio General Assembly.

**The University** agrees that if the Ohio General Assembly, the Federal government, or any other source at any time disapproves or ceases to continue funding **ODJFS** for payments due hereunder, this agreement is suspended as of the date funding expires without notice or further obligation of **ODJFS** except that **ODJFS** will, subsequent to suspension, provide written notice in accordance with Article VI.

## **B. Workforce Development and Job Readiness Costs**

In consideration of the services performed under Article III, paragraph (B)(6) through (B)(9), inclusive, **ODJFS** agrees to compensate **The University** at a rate of \$741 per student enrolled in the CWWPEP in each academic quarter, or \$1,111 per student enrolled in the CWWPEP in each academic semester, as applicable.

**The University** agrees that if the Ohio General Assembly, the Federal government, or any other source at any time disapproves or ceases to continue funding **ODJFS** for payments due hereunder, this paragraph is suspended as of the date funding expires without notice or further obligation of **ODJFS** except that **ODJFS** will, subsequent to suspension, provide written notice in accordance with Article VI.

## **V. RECOVERY OF SCHOLARSHIPS**

**The University** agrees to enforce the terms of the student agreement executed pursuant to paragraph (C) of Article III of this agreement, and to promptly report to **ODJFS** breaches of the agreement by students. Specifically, **The University** agrees to promptly report a student's academic failure of any course of instruction covered by the agreement, a student's withdrawal from, or failure to complete, any course of instruction covered by the agreement, a student's voluntary disenrollment from either the social work school or **The University**, a student's involuntary termination or suspension from either the social work school or **The University**, or a student's failure to graduate from the CWWPEP within 36 consecutive months of the student's enrollment in same. In addition, **The University** agrees to notify **ODJFS** of the student's failure to secure employment in a direct client service or supervisory capacity with an Ohio public children services agency within 180 days of the student's graduation from the CWWPEP, or **The University's** determination pursuant to paragraph (B)(9) of Article III of this agreement that student will not likely receive an offer of employment in a direct client service or supervisory capacity from an Ohio public children services agency. **The University** understands and accepts that upon the occurrence of one the aforementioned events, **ODJFS** will immediately take action to recover funds paid on behalf of such student pursuant to paragraph (A) of Article IV of this agreement, and that **ODJFS** will implement such recovery by offsetting the amount to be recovered from future payments to **The University**. In the event that no future payments are owed **The University**, **The University** agrees that it will remit cash payment to **ODJFS** to settle any outstanding recovery balances. **The University** further understands and agrees that it may not reduce any scholarships or services to any other student due to a loss of overall revenue caused by a recovery of funds by **ODJFS**. **ODJFS** agrees that **The University** will have no responsibility to recover any scholarship funds that need to be recovered because a student has failed to complete a required post-graduation term of employment.

## **VI. GENERAL PROVISIONS**

### **A. Effective Dates**

This agreement will become effective upon its execution by all parties and will remain in effect until June 30, 2005, or until such time as it is terminated, subject to the provisions contained in this agreement.

**B. Termination by Notice**

This agreement may be terminated by any party upon 30 days written notice of termination to the other parties. Notice of termination shall be sent or otherwise delivered to the following persons and addresses:

**ODJFS:** Director

Ohio Department of Job and Family Services  
30 East Broad Street - 32nd floor  
Columbus, Ohio 43215-3414

**The University:**

This agreement may be terminated or suspended immediately in the event there is a loss of funding, disapproval by a federal administrative agency, or upon discovery of non-compliance with any federal or state laws, rules, or regulations. In the event termination or suspension is pursuant to this paragraph, a notice specifying the reasons for termination or suspension shall be sent as soon as possible after termination or suspension.

**C. Breach and Default**

Upon breach or default of any of the provisions, obligations, or duties embodied in this agreement, the parties may exercise any administrative contractual, equitable, or legal remedies available, without limitation. The waiver or any occurrence of breach or default is not waiver of such subsequent occurrences, and the parties retain the right to exercise all remedies mentioned herein.

**D. Dispute Resolution**

In the event of any dispute or disagreement between the parties to this agreement to any provision of the agreement, the matter, upon written request of any party, shall immediately be referred to representatives of the parties for decision, each party being represented by one individual who has no direct responsibility for the matters contemplated by this agreement and who is authorized to settle the dispute (the "Representatives"); the Representatives shall promptly meet in a good faith effort to resolve the dispute.

**E. Amendments**

This agreement may be modified or amended provided that any such modification or amendment is in writing and is signed by all the parties. It is agreed, however, that any amendments to laws, rules, or regulations cited herein will result in the correlative modification of this agreement, without the necessity for executing a written amendment.

**F. Equal Employment Opportunity**

The parties agree that in the performance of this agreement or in the hiring of any employees for the performance of work under this agreement, the parties shall not by reason of race, color, religion, sex, sexual preference, age, disability, national origin, Vietnam-era veteran's status, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the agreement relates.

**G. Confidentiality of Information**

The parties agree that they shall not use any information, systems, or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standards of confidentiality that apply to the employees of either party and the State of Ohio. The terms of this section shall be included in any subcontracts executed by either party for work under this agreement. The parties specifically agree to comply with state and federal confidentiality laws and regulations applicable to the programs under which this agreement is funded. **The University** is responsible for obtaining copies of all **ODJFS** rules governing confidentiality and for insuring compliance with these rules by employees and contractors of **The University**.

**H. Compliance with Federal and State Laws, Rules and Regulations**

The parties agree to comply with all federal and state laws, rules, regulations, and auditing standards which are applicable to the performance of this agreement.

**I. Partial Invalidity**

A judicial or administrative finding, order, or decision that any part of this agreement is illegal or invalid shall not invalidate the remainder of the agreement.

**J. Records Retention**

All records relating to costs, work performed, and supporting documentation for invoices submitted to **ODJFS** by **The University** shall be retained and made available by for audit by the State of Ohio (including, but not limited to **ODJFS**, the Auditor of State of Ohio, Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three years after payment under this agreement. If an audit is initiated during this time period, **The University** shall retain such records until the audit is concluded and all issues resolved. If **The University** has a longer records retention period for similar documents, then the longer records retention period shall be used.

**K. Audit Exceptions**

**ODJFS** shall be responsible for receiving, replying to, and arranging compliance with any audit exception found by any state or federal audit of this agreement as it pertains to state, federal or **ODJFS** funding of the agreement. **ODJFS** shall timely notify **The University** of any adverse findings which allegedly are the fault of **The University**. Upon receipt of notification by **ODJFS**, **The University** shall cooperate fully with **ODJFS** and timely prepare and send to **ODJFS** its written response to the audit exception. Failure of **The University** to timely respond to audit exceptions shall result in liability for any repayment necessitated by the audit exceptions.

**The University** shall be liable for any audit exceptions that result from the acts or omissions of **The University** in the performance of this agreement. **ODJFS** shall be liable for any audit exceptions that result solely from its acts or omissions in the performance of this agreement. In the event that an audit exception results from acts or omissions of both **ODJFS** and **The University**, then the financial liability for the audit exception shall be shared by the parties in proportion to their relative fault.

If it is determined that **The University** is responsible for an adverse finding, **The University** shall, unless otherwise instructed by the director of **ODJFS**, pay to **ODJFS** the full amount of any financial liability assessed against **ODJFS** from the adverse audit finding. If it is determined that **The University** and **ODJFS** share responsibility for an adverse finding, then **The University**, unless otherwise instructed by the director of **ODJFS**, shall pay to **ODJFS**, **The University's** proportionate share of the financial liability

assessed to **ODJFS**. **The University** shall be responsible for correcting audit exceptions to the satisfaction of **ODJFS** and the relevant auditing agency.

**L. Liability Requirements (other than audit)**

The obligations of **ODJFS** and **The University** under this agreement shall be subject to the appropriation of funds by the Ohio General Assembly.

**M. Child Support Enforcement**

**The University** agrees to cooperate with **ODJFS** and any Ohio Child Support Enforcement Agency (CSEA) in ensuring employees of **The University** meet child support obligations established under state law. Further, by executing this agreement, **The University** certifies present and future compliance with any court order for the withholding of support which is issued pursuant to sections 3113.21 to 3113.217 of the Ohio Revised Code.

**N. Entirety of Agreement**

All terms and conditions of this agreement are embodied herein. No other terms and conditions will be considered a part of this agreement unless expressly agreed upon in writing and signed by both parties.

**O. Access to Records**

**The University** shall grant access to records as necessary for **ODJFS** to monitor, evaluate, audit or perform other administrative tasks necessary to assure compliance with Title IV-E, the Work Force Investment Act, and **ODJFS** requirements.

IN WITNESS WHEREOF, the parties have executed the agreement as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

\_\_\_\_\_  
**University Representative**

\_\_\_\_\_  
**Director, ODJFS**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## ***Major Terms of the Student – University CWWPEP Contract***

Each student participating in the CWWPEP must sign a contract with the university he is attending. Outlined below are the major program-related responsibilities of the university and the student.

### **Responsibilities of the University**

#### ***Educational Instruction***

- Provide social work students with special social work educational instruction
- Assign faculty and staff to achieve objectives of CWWPEP
- Evaluate, grade, and confer degree upon each successful student
- Certify to student that it is fully and currently accredited
- Certify to student that it has received permission from the Ohio Board of Regents to offer degree instruction in social work

#### ***Workforce Development and Job Readiness***

- Provide student with special advising services to evaluate her individual educational and job skill needs
- Develop an individualized learning plan for each student
- Establish an evaluation plan to determine student's progress and success
- Analyze student's learning needs and enhance curriculum development to meet those needs
- Develop, train, and deploy practicum supervisors
- Provide ongoing, on-site technical assistance and coaching to field supervisors

- Establish partnerships with local PCSAs to ensure successful student field placement
- Promote with local PCSAs the rapid and smooth job placement of the student immediately after graduation
- Provide pre-employment consultation to PCSAs
- Use its best efforts to develop and secure an employment offer for the student from an Ohio PCSA
- Seek funds from ODJFS to provide partial scholarship assistance to the student; create an escrowed scholarship account; remit funds, including income interest, to student within 60 days of her successful graduation from CWWPEP and employment with an Ohio PCSA
- Terminate scholarship escrow if the student fails to receive employment with an Ohio PCSA within 180 days of graduation

## **Responsibilities of the Student**

- Complete the two required child welfare courses
- Complete a field placement practicum at an Ohio PCSA assigned by the university
- Affirmatively seek and accept a bona fide offer of employment from an Ohio PCSA
- Secure employment with an Ohio PCSA within 90 calendar days of graduation from CWWPEP
- If employment is not secured within 90 days of graduation, student must accept employment at an Ohio PCSA arranged by the university and understand this may require his relocation
- Remain employed by the hiring PCSA for one calendar year for every three academic quarters or two academic semesters of CWWPEP scholarship assistance received from the university

**ODJFS Document**  
**Sample Contract Between the Student and University**

**AGREEMENT**

**BETWEEN**

**(STUDENT'S NAME)**

**AND**

**(UNIVERSITY'S NAME)**

**I.**

**PURPOSE**

This agreement is entered into between the University "X" (hereinafter "**The University**"), and (name of student) (hereinafter "**The Student**") for the purpose of defining the relationships and responsibilities between the parties for **The University's** provision of educational instruction and financial assistance to **The Student**.

**II.**

**RESPONSIBILITIES OF THE UNIVERSITY**

**A. Educational Instruction**

**The University** agrees to provide a program of special social work educational instruction, hereinafter referred to as the Child Welfare Workforce Professional Education Program (CWWPEP), to **The Student**. Specifically, **The University** agrees to enroll **The Student** in its social work school, and to provide the aforementioned educational instruction to **The Student** through such school. **The University** further agrees to assign such faculty and staff as are necessary to achieve this function. **The University** further agrees to implement a system of evaluation and grading of **The Student** that is within the parameters of generally accepted academic standards for such educational instruction as it will deliver hereunder. **The University** agrees to confer a degree upon **The Student** if such party successfully completes the course of instruction delivered hereunder.

**The University** certifies to **The Student** that it is fully accredited as a post-secondary educational institution by a generally recognized national accreditation body, and that such accreditation is both currently in force and has been granted to **The University** without reservation or encumbrance. **The University** further certifies to **The Student** that its has received permission, as applicable, from the Ohio Board of Regents to offer degree instruction in social work.

## **B. Workforce Development and Job Readiness**

To prepare **The Student** for employment in a public children services agency upon graduation, **The University** agrees to use its best efforts to develop and provide the below-listed services in addition to those supportive educational services customarily provided to **The Student** by **The University**. **The Student** understands, and agrees, that performance of the activities noted below may be performed, in whole or in part, by **The University**, or, at **The University's** sole discretion, by a party whose performance is governed by a contract with the statewide coordinator of the Ohio Child Welfare Training Program. To the extent that the below-listed activities are performed by such contractor, **The Student** further understands and agrees that this agreement will create no legally enforceable rights against such contractor, the statewide coordinator, or the Ohio Department of Job and Family Services (hereinafter ODJFS).

- (1). **The University** will orient **The Student** to the CWWPEP, and **The Student's** responsibility under this agreement.
- (2). **The University** will provide **The Student** with special advising services designed to evaluate individual educational and job skill needs. Based on such evaluation, **The University** will develop an individualized learning plan that addresses **The Student's** individual needs.
- (3). **The University** will establish an evaluation plan to determine **The Student's** progress and success in mastering the learning objectives.
- (4). **The University** will analyze information on **The Student's** learning needs, and enhance curriculum development, field based education, and other program elements to meet those needs to the extent possible.
- (5). **The University** will develop, train, and deploy practicum supervisors whose responsibility it will be to assure **The Student** a high quality field education experience that addresses the competencies taught in the CWWPEP. **The University** will provide ongoing, on-site technical assistance and coaching to such field supervisors, and will ask **The Student** to assist it in evaluating the quality of the field supervision and field learning experience.
- (6). **The University** will establish partnerships with local public children services agencies for the deployment of field practicum supervisors to ensure **The Student's** field placement results in the achievement of the desired competencies, and to promote the rapid and smooth job placement of **The Student** in a public children services agency immediately after graduation.
- (7). **The University** will provide pre-employment consultation to public children service agencies to ensure that such agencies are ready to successfully receive **The Student** into employment upon graduation.
- (8). In the event that **The Student** has not begun employment with an Ohio public children services agency in a direct client service or supervisory capacity within 90 calendar days of graduation, **The University** will use its best efforts to develop and secure an employment offer in a direct client service or supervisory capacity for **The Student** from an Ohio public children services agency. If **The University** determines that issues related to the employability of **The Student**, or governmental budgetary constraints or hiring freezes, create a reasonable likelihood that **The Student** will not be offered employment by an Ohio public child welfare agency in a direct client service or supervisory capacity in the near term, **The University** may terminate its efforts to secure such an employment offer for **The Student** from an Ohio public children services agency. **The Student** understands and agrees that these efforts by **The University** will not extinguish, or otherwise lessen, **The Student's** concomitant duty to independently seek employment in a direct client service or supervisory capacity with an Ohio public children services agency.

(9). Pursuant to an agreement between **The University** and the ODJFS, **The University** will seek funds from ODJFS that will be used to provide partial scholarship assistance to **The Student**. **The University** agrees to create a scholarship account for **The Student** and to deposit thereto not less than 85% of the funds it receives from ODJFS for **The Student**. Such scholarship assistance will be escrowed by **The University** and remitted to the student, together with interest earned thereon, within 60 days of the student's successful graduation from the CWWPEP, or employment with an Ohio public children services agency in a direct client service or supervisory capacity, whichever is later.

**III.  
RESPONSIBILITIES OF THE STUDENT**

A. **The Student** agrees to complete the entire CWWPEP, which includes required elective courses, within 36 consecutive months on **The Student's** enrollment in same. **The Student** agrees to plan such required elective courses with **The University**.

B. **The Student** agrees to complete a field placement practicum at an Ohio public children services agency assigned by **The University**.

C. **The Student** agrees to affirmatively seek and accept a bona fide offer of employment in a direct client service or supervisory capacity from an Ohio public children services agency. Unless **The Student** has independently secured such aforementioned employment within 90 calendar days of graduation from CWWPEP, **The Student** agrees to accept such aforementioned employment at an Ohio public children services agency that may be assigned by **The University**, and expressly understands that this may require relocation. If required for such aforementioned employment, **The Student** agrees to take any civil service exam necessary for a position offered to **The Student**. **The Student** agrees that the terms of such aforementioned employment will be governed, in part, by a contract between **The Student** and the Ohio public children services agency, and expressly understands that such employment contract will require **The Student** to remain in the employ of the Ohio public children services agency for the term of 1 calendar year for every 3 academic quarters or 2 academic semesters of scholarship assistance received from **The University** under this agreement. **The Student** further understands that should **The Student** fail to complete the aforementioned period of minimum employment, proceedings will be initiated against **The Student** by the employer to recover all or part of the scholarship assistance that was provided to **The Student** under this agreement. In the event that **The Student** fails secure such aforementioned employment with an Ohio public children services agency within 180 days from graduation from the CWWPEP, **The Student** understands that the scholarship escrow will be extinguished and the funds therein will revert to ODJFS.

D. **The Student** agrees that nothing in this agreement is to be construed as altering other policies, procedures, requirements, conduct codes, or standards now, or in the future, published by **The University** and made applicable to the general student population, or to all students participating in the CWWPEP.

IN WITNESS WHEREOF, the parties have executed the agreement as of the date of the signature of the **University Representative**.

\_\_\_\_\_  
**Student**

\_\_\_\_\_  
**University Representative**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ODJFS Document**  
**Student Tuition and Fees Certification Form**  
**2003**

Note: The following form or an ODJFS revised form similar to this must be completed and signed by each student participating in CWWPEP and submitted by the university to ODJFS within 60 days of the beginning of each academic quarter or semester.

**ODJFS/CWWPEP Student Registration Form:**

University: \_\_\_\_\_

Student's Name: \_\_\_\_\_

Academic Period: \_\_\_\_\_ Semester/Quarter (type): \_\_\_\_\_

Total credit hours student is enrolled for during current period: \_\_\_\_\_

CWWPEP Eligible Course Names:	Credit Hours
_____	_____
_____	_____
_____	_____

**Student Financial Aid:**

Ohio Instructional Grant awarded for period: \_\_\_\_\_

University Endowment awarded for period: \_\_\_\_\_

**Student Costs**

Tuition: \_\_\_\_\_

Mandatory University fees: \_\_\_\_\_

Mandatory fees imposed for a course: \_\_\_\_\_

## Certification Statement

I hereby certify that the University maintains records that will support the accuracy of the above information.

Signature \_\_\_\_\_ Date \_\_\_\_\_

### Instructions

1. Complete one form per student enrolled in CWWPEP.
2. Form must be submitted to ODJFS within 60 days of the beginning of each academic calendar period.
3. List only courses that are offered within the Social Work program, or required by that program to receive a degree in Social Work.
4. Do not list courses that are generally required of the student to receive a degree.