



**ARKANSAS DEPARTMENT OF HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES**

**- EDUCATIONAL LEAVE CONTRACT -
(Full-time/Part-time MSW Student)**

This Agreement is entered into this _____ day of _____, _____

by and between the Department of Human Services (herein referred to as DHS) and
_____ (Herein referred to as Employee).

Educational leave, full-time or part-time will be for the period from
_____ to _____.

The Employee's employment commitment period will begin at the end of the educational leave and continue until such time as the employee has worked for the Division of Children and Family Services _____ month(s) for each month or part of a month educational leave is granted. A date certain will be determined upon completion of the employee's educational leave, and such date will be the termination date of this Agreement.

SECTION I:

DHS, in consideration of certain covenants hereinafter agreed to by the Employee, and in an effort to secure appropriate training for the staff of DHS, does agree to grant educational leave to the Employee with the following certifications:

1. The current DCFS Employee holds the position of _____
_____ (Job title) and has at least two consecutive years of full time, regular status DCFS employment working in child welfare;
2. The Employee currently occupies a position designated as a Grade 22 or lower;
3. The Employee has not accrued more than three (3) disciplinary points for infractions of DHHS conduct standards during the past two (2) years;
4. The Employee agrees to continued employment with DCFS serving Title IV-E eligible children in accordance with Section II-8;
5. The Employee will be paid \$_____ in salary as determined by the DCFS Director and will retain benefits as indicated in DCFS MSW Educational Leave Policy XI-B13 (D).

SECTION II:

The Employee, in consideration of the granting of educational leave by DHS and the benefits set out above, agrees as follows:

1. The Employee will meet all academic requirements of the educational institution and the MSW program. The Employee will maintain a minimum grade point average of 3.0 (on a scale of 4.0) while participating in the Educational Leave Program;
2. The Employee will submit the employee's grades each semester to the DCFS Professional Development Unit within ten (10) working days after the grades are received;

3. The Employee will attend scheduled classes on a regular basis and will not miss more than three (3) classes during any semester;
4. The Employee will notify the DCFS Professional Development Unit if unable to attend class;
5. The Employee will arrange for the educational institution to furnish an official transcript to the DCFS Professional Development Unit within twenty (20) working days following graduation;
6. The Employee will adhere to DHS Policy 1048 "Educational Leave and Assistance" and DCFS Policy XI "DCFS Educational Leave and Educational Assistance" and any amendments thereto. The Employee will remain employed with DCFS during enrollment, and, upon completion will continue to work for DCFS in a direct service position _____ month(s) for each month of educational leave. Work commitment is computed from the time the educational leave is fully completed. Attendance in any part of a month will be considered as a full month;

NOTE: Refer below to Section III-2.

7. The Employee will repay any educational leave monies owed if terminated due to violation of DHS Policy No. 1085, "Minimum Conduct Standards for DHS Employees."

In the event of the Employee's failure to perform the above obligations, the Employee will be considered in breach of contract and the Employee will make repayment to DHS in accordance with Section III-2, -3., -4., or -5.

SECTION III:

DHS and the Employee mutually agree as follows:

1. Both parties agree to adhere to all applicable State laws and DHS policies and procedures.
2. If the employment relationship between the parties is terminated due to an action by the Employee before satisfactory completion of the terms of this contract, the Employee agrees to repay DHS for all the Employee's salary payments and DHS contributions to Social Security, State retirement, State employee's insurance, and any other payroll deductions; and any tuition, fees, and books paid for by DHS during the completed period of educational leave. Annual leave will be adjusted proportionately for employees on part-time educational leave. These amounts will be due and owing for breach of contract. If the entire amount owed cannot be paid at the time of default, the Employee must make regular monthly payments. The repayment period cannot exceed the work time owed the Division. Family Medical Leave Act time or any time on leave without pay will not count toward repayment.
3. DHS may terminate this contract and retain the Employee in the position stated in Section I-1, or in a comparable position, if the Employee is placed on academic or disciplinary probation. In such case, the Employee will be considered in breach of contract, and all monies expended by DHS as set out in Section III-2 above, will be due and owing for breach of contract.
4. Failure by the Employee, for any reason, to complete the course of study at the educational institution within the agreed upon time frame shall constitute a breach of contract. All monies and accruals, as set out in Section III-2 above, will be due and owing for breach of contract.

5. Any absence outside of the regular school term breaks will be reported to the DCFS Professional Development Unit. The Employee is considered a regular student and will take the same scheduled school holidays and term breaks as the institution. Failure of the Employee to comply with the school attendance policy shall constitute a breach of contract. All monies and accruals set out in Section III-2 above will be due and owing for breach of contract.
6. At the option of DHS, in the event of insufficient funds or of a reduction in force, or for other reasons specified by DHS, this agreement may be terminated or renegotiated upon thirty (30) days' written notice to the Employee.
7. Any LWOP or Family Medical Leave time taken by the employee will not count toward the obligated time. The period for making financial repayment cannot exceed the work time that the employee owes DHS/DCFS.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

Employee's Name (Print)

Employee's Signature

Date

State of Arkansas

County of _____

Subscribed and sworn to before me this _____ day of _____,
_____,
Year Month

Notary Public

My Commission Expires:

Date

DCFS Director's Name (Print)

DCFS Director's Signature

Date

DHS Director's Name (Print)

DHS Director's Signature

Date