

## WORK STUDY AGREEMENT

This Agreement entered into as of this 20<sup>th</sup> day of March, 2014, by and between Sedgwick County, Kansas through its COMCARE agency ("COMCARE") and Candace Staker ("Employee"),

WITNESSETH:

WHEREAS, Employee is currently employed by COMCARE and desires to obtain a work study placement in order to complete an advanced degree; and

WHEREAS, COMCARE desires to assist Employee in completing the requirements for their advanced degree; and

WHEREAS, both COMCARE and Employee will benefit by Employee attaining an advanced degree;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto do agree as follows:

### **SECTION 1: SERVICES.**

COMCARE agrees to provide a paid work study placement to Employee. COMCARE will work with Employee's educational institution to ensure the work study placement will meet the necessary educational requirements. Both parties expressly understand and agree that it is employee's responsibility to ensure that the work study placement is consistent with educational requirements. Employee should immediately notify COMCARE if the work study placement does not meet the educational requirements. COMCARE will provide Employee's relevant personnel records to the educational institution upon receipt of a liability release by Employee.

### **SECTION 2: CONSIDERATIONS FOR SERVICES.**

COMCARE and Employee expressly understand and agree that the work study placement provided under this agreement has a value of \$450.00 per month. Employee understands and agrees that the work study placement provided by COMCARE is an investment in the Employee with the expectation that COMCARE will benefit from the Employee's gained knowledge, skills, and ability. As a condition of COMCARE providing a work study placement the Employee agrees to the following:

- 1) Test for licensure as soon as eligible;
- 2) Apply for a full-time master level position within COMCARE (when eligible to meet the minimum qualifications for posted vacant position); and
- 3) Upon completion of the work study placement, continue full-time employment for one year for each year of paid work study placement and/or reimburse COMCARE for the cost of the work study placement provided based on a rate of \$450.00 for every month

short of the one year employment requirement.

**SECTION 3: TERM.**

This agreement shall be for a term beginning upon signature of both parties and continuing until the one year employment commitment is met, unless terminated per section 6.

**SECTION 4: ASSIGNMENT.**

Neither this agreement nor any rights or obligations under this agreement shall be assigned or transferred by either party without the prior written consent of the other.

**SECTION 5: APPLICABLE LAW.**

This agreement shall be governed by the laws of the State of Kansas.

**SECTION 6: TERMINATION.**

In the event Employee terminates the agreement prior to completion of the work study program and/or testing for licensure, Employee is responsible for reimbursing COMCARE (monthly rate specified above) for the costs of any and all paid work study provided to Employee under the terms of this agreement.

COMCARE cannot guarantee a master level position will be available within COMCARE upon completion of the work study and advanced degree. Promotions are awarded to the best candidate and cannot be promised or guaranteed. This agreement shall be terminated, at not cost to Employee, if Employee has worked for six months post-licensure and a master level position at COMCARE has not been secured despite good faith attempts by Employee.

Exceptions to the repayment requirement may be made if termination is due to circumstances beyond the control of the Employee (i.e. medical emergencies, military reassignments). Upon request, the Executive Director of COMCARE will make the determination on whether a termination is due to circumstances beyond the control of the employee. The Executive Director may also elect to waive repayment on an individual case if he or she determines it is in the best interest of the organization not to pursue repayment.

Nothing in this agreement is a guarantee of continued employment for Employee. The Employee remains subject to County's Personnel and other applicable policies and may be terminated for any reason not in conflict with state or federal law.

County may terminate this agreement upon 30 days' notice to Employee should business needs require termination.

**SECTION 7: AMENDMENTS TO AGREEMENT.**

To provide necessary flexibility for the most effective execution of this contract, whenever COMCARE and Employee mutually agree, changes to this agreement may be effected by placing them in written form and incorporating them into this contract.

**SECTION 8: ENTIRE AGREEMENT.**

This agreement contains the entire agreement between the parties hereto; any agreement not contained herein shall not be binding on either party, nor of any force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

Sedgwick County Board of County  
Commissioners

Employee

\_\_\_\_\_  
David Unruh, Chairman

\_\_\_\_\_  
Date

*Candace Staker*

\_\_\_\_\_  
Name

*3/20/14*

\_\_\_\_\_  
Date

APPROVED AS TO FORM ONLY

*Jennifer Magaña*

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Jennifer Magaña, Deputy County Counselor