

**Kentucky Higher Education Assistance Authority  
KHEAA Work-Study Program  
Employer Agreement**

This agreement is entered between \_\_\_\_\_  
(hereinafter known as the Institution) and \_\_\_\_\_  
(hereinafter known as Employer).

**Purpose**

The Institution participates in a program of work-study funded and sponsored by the Kentucky Higher Education Assistance Authority (KHEAA) pursuant to KRS 164.744(2), 164.748(4), and 164.748(7), and an agreement with KHEAA. The Institution desires, subject to the terms and conditions of this agreement, to place students participating in this program with the Employer in jobs which bear a direct correlation to the students' career directions as evidenced by their programs of study at the Institution. The Institution further intends to reimburse the Employer a portion of the gross wages paid to students by the Employer.

**Terms and Conditions**

In consideration of the mutual promises expressed herein, the parties agree as follows:

**Institutional Responsibilities—The Institution shall:**

1. Determine the initial and continuing eligibility of students to participate in this program and assure a direct correlation between each student's program of study and job in which he/she may be placed.
2. Refer to the Employer, to the extent available, qualified students who meet standards that may be set by the Employer.
3. Notify the Employer of the total number of hours the student is eligible to work per program guidelines.
4. Reimburse the Employer, within \_\_\_\_\_ days, upon presentation of a bill and evidence of wage payment, on a \_\_\_\_\_ basis, at the rate of \$2.00 per hour for hours actually worked during the period by any and all students employed pursuant to this agreement. No wage reimbursement shall be paid to the Employer for students employed during any period of time not covered by this contract. In the event that any student employed under this contract ceases to be eligible to participate in the KHEAA Work-Study Program, no wage reimbursement shall be paid for that student for any work performed more than 15 calendar days following the Employer's receipt of notification of the student's ineligibility from the Institution.

**Employer Responsibilities—The Employer shall as a precondition to reimbursement:**

1. Select and employ the students of its choice. The Employer may fill any or all of the positions allocated for this purpose. The Employer will be free to employ or decline employment to any student referred by the Institution under this agreement and, upon employment, to terminate said employment at any time for any lawful reason.
2. Not employ students in work and/or work environments which are sectarian in nature or which involve any partisan or non-partisan political activity.

3. Provide supervision, guidance, and training for each student employed under this agreement sufficient to afford the student an opportunity to successfully perform the work assigned.
4. Act as employer of record for purposes of withholding and payment of employment taxes and payroll functions. The Employer shall be solely responsible for all fringe benefits due the students as employees.
5. Present to the Institution on an agreed-to basis a bill and accurate, certified proof of wages paid for purposes of reimbursement.
6. Provide a safe working environment for each student employed under this agreement.
7. Present to the Institution a complete and accurate Position Analysis for each position which may be filled by a student employed under this agreement. Said Position Analysis shall set forth the duties of the position and the wages to be paid to an employee in that position and shall be attached and made part of this agreement by reference. Any changes to the Position Analysis or the student's work assignment must be promptly reported to the Institution.
8. Regulate number of hours worked by the student to ensure the student is not working more than the Institution specified.
9. Pay to each student employed under this agreement the amount of wages set forth in the Position Analysis described above.
10. Not discriminate in employment on any unlawful basis.
11. Ensure that students employed under this agreement will not result in the displacement of employed workers or impair existing contracts for services.
12. Classify the KWSP participating students in the same manner as other employees performing the same or equal job tasks, including possession of all rights and obligations of any other employee of the organization, and pay prevailing wages as required in 11 KAR 6:010.
13. Make available for inspection by the Kentucky Higher Education Assistance Authority, the Institution, or their designated representatives, upon notice reasonable under the circumstances, all records reasonably related to the employment of any student under this agreement and provide true copies of said records upon request.
14. Repay to the Institution any and all wage reimbursement received by the Employer contrary to the terms of this agreement, 11 KAR 6:010, or the KHEAA Work-Study Program Manual incorporated herein by reference.

**Period of Agreement**—This agreement shall become effective upon execution and any subsequent filing requirements and shall extend until terminated by either party upon thirty (30) days written notice with or without cause. Termination shall not negate any obligation of either party incurred while the agreement is in force. Nothing herein shall prevent the Employer from earlier terminating a student's employment for any lawful reasons.

**Merger**—This agreement and the attachments hereto represent the entire agreement between the parties, superseding any previous understandings, arrangements, or agreements.

**Modifications and Assignment**—This agreement may only be modified in writing executed by both parties. Any assignment or delegation of rights or responsibilities under this agreement shall automatically terminate the agreement. No action by either party shall constitute a waiver of a contractual right hereunder.

The KHEAA Work-Study Program is administered in accordance with the requirements set forth in 11 KAR 6:010. The KHEAA Work-Study Program Manual, prepared by the Kentucky Higher Education Assistance Authority, is incorporated herein by reference and made a part hereof.

The Employer hereby certifies that it does not discriminate by policy or practice on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment or activities.

The Institution hereby certifies that it does not discriminate by policy or practice on the basis of race, color, national origin, age, religion, marital status, sex, or disability in employment, educational programs, or activities as set forth in Title IX of the Education Amendments of 1972, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973. The Institution also certifies that it complies with the Americans with Disabilities Act (ADA).

_____ Employer Name		_____ Phone Number		_____ Name of Institution		_____ Phone Number	
_____ Name of Employer Official				_____ Name of KHEAA Work-Study Program Officer			
_____ Title of Employer Official				_____ Title of KHEAA Work-Study Program Officer			
_____ Signature				_____ Signature			
_____ Street				_____ Street			
_____ City		_____ State		_____ City		_____ State	
		_____ Zip Code				_____ Zip Code	
_____ IRS Entity Identification Number				_____ E-mail address			
_____ E-mail address				_____ Date			
_____ Date							
Employer Type (check one):							
<input type="checkbox"/> Public/Government							
<input type="checkbox"/> Private							
<input type="checkbox"/> Higher Ed Institution							