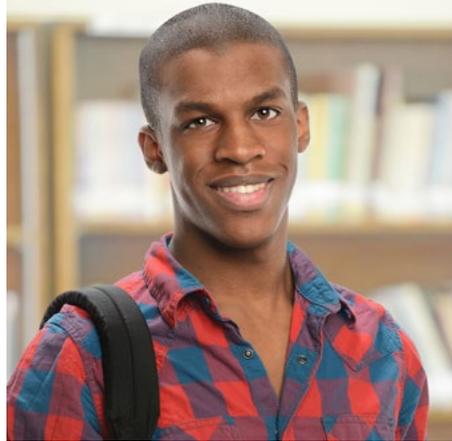


# KHEAA Work-Study Program Manual 2014-2015



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One of the primary purposes of the Kentucky Higher Education Assistance Authority (KHEAA) is to provide loans, grants, scholarships, and work-study awards to eligible students who are residents of Kentucky to enable them to pursue an eligible program of study at a participating institution located in the Commonwealth.<sup>1</sup> Work-study is an award of money disbursed by KHEAA at specified intervals to reimburse employers via higher education institutions for a portion of the wages earned by students participating in the program.<sup>2</sup>

Through the KHEAA Work-Study Program (KWSP), KHEAA (1) expands the educational opportunities and experiences for Kentucky residents by providing both financial assistance and career-related work experiences to eligible postsecondary students and (2) provides an avenue for private sector employers to assist students in pursuing their educational goals. KWSP provides aid to eligible Kentucky students by offering employment opportunities in career-related positions at the prevailing rate of pay. A minimum of 75 percent of wage reimbursement dollars must be used by employers in the private sector, other than the institution that the participating student is attending.

KWSP is funded by KHEAA and administered by approved Kentucky postsecondary educational institutions. Funding to institutions for program administration and wage reimbursement is based on total funds available for the program and institutional performance. In regard to work-study payments, KRS 164.753 provides that the rules and regulations adopted by the KHEAA board of directors shall include, but not be limited to, those which require that:

- (1) Employment opportunities not interfere with the student's normal progress toward a degree, diploma, or certificate;
- (2) Contracts to promote increased employment opportunities for eligible students will not result in the displacement of employed workers or impair existing contracts for services; and
- (3) The work-study payment will not exceed the financial need of the student or the maximum payment as established by the KHEAA board of directors, whichever is less.

Employment is provided by Kentucky employers who receive incentive wage reimbursement at the rate of \$2 an hour for each KWSP student employed. If a postsecondary educational institution is an employer, it is bound by the terms of the KWSP Employer Agreement.

Institutions are encouraged to offer academic credit for career-related work experiences to students participating in KWSP. Credit is not, however, a requirement of this program.

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<sup>1</sup> [KRS 164.744](#)  
<sup>2</sup> [KRS 164.740\(23\)](#)

### Higher Education Institutions

To participate in KWSP, an educational institution shall:

1. Be an eligible institution as defined in KRS 164.740, located within Kentucky.<sup>1</sup>
2. Have in force an Administrative Agreement with KHEAA pursuant to 11 KAR 4:040.<sup>1</sup>
3. Execute any supplemental contractual arrangements with KHEAA and participating employers required to administer the KWSP.<sup>1</sup>
4. Utilize a minimum of 75 percent of wage reimbursement dollars with private employers.<sup>2</sup>

### Employers

To participate in KWSP, an employer shall:

1. Provide a bona fide career-related work experience for participating students as determined by the participating institution in which the student is enrolled and submit a descriptive Position Analysis to the participating institution.<sup>3</sup>
2. Execute a KWSP Employer Agreement with each participating institution from which participating students are hired, or agree with KHEAA to be bound by the terms of a KWSP Employer Agreement if the employer is a participating institution.<sup>3</sup>
3. Provide a Kentucky worksite for all participating students employed by the employer.<sup>3</sup>
4. Not be a business entity formed substantially for the purpose or intention of participating in the KWSP.<sup>3</sup>
5. Not utilize participating students in a work environment that is sectarian in nature or that involves any political activity.<sup>3</sup>

### Students

To participate in KWSP, a student shall:

1. Be a citizen of the United States.<sup>4</sup>
2. Be a Kentucky resident, as determined by the participating institution in accordance with 13 KAR 2:045.<sup>4</sup>

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<sup>1</sup> [11 KAR 6:010, Section 3](#)  
<sup>2</sup> [11 KAR 6:010, Section 4](#)  
<sup>3</sup> [11 KAR 6:010, Section 5](#)  
<sup>4</sup> [11 KAR 6:010, Section 6](#)

3. Be enrolled or accepted for enrollment on at least a half-time basis at a participating institution,<sup>4</sup> unless the student is participating in an alternate work plan.
4. Demonstrate financial need.<sup>4</sup>
5. Be in good standing and making satisfactory academic progress toward completion of his or her educational program, as determined by the participating institution, and have a cumulative grade point average of not less than the equivalent of a “C” (inclusive of all postsecondary courses attempted for postsecondary students or secondary school grade point average for entering freshmen).<sup>4</sup>
6. Not be participating in other work programs administered by the participating institution.<sup>4</sup>
7. Submit a KWSP application to the participating institution, properly completed in accordance with instructions, and be approved for participation by the participating institution.<sup>4</sup>
8. Not be in default on any financial obligation to KHEAA under any program administered by KHEAA pursuant to KRS 164.740 through 164.785, except the ineligibility for this reason may be waived by the executive director of KHEAA, at the recommendation of a designated staff review committee, for cause.<sup>4</sup>
9. Execute any employment agreements required by the participating institution.<sup>4</sup>

Priority will be given to undergraduates.

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<sup>4</sup> [11 KAR 6:010, Section 6](#)

Approval for funding and funding levels are determined by KHEAA taking into consideration current and previous years' program performance. Specifically, KHEAA evaluates the ability of institutions to:

1. Comply with regulations and contractual obligations of KWSP.<sup>1</sup>
2. Administer the program cost effectively with the greatest results for students as evidenced by previous years' program records.<sup>1</sup>
3. Utilize the wage-reimbursement dollars allocated to them as evidenced by current and previous years' program records.<sup>1</sup>
4. Avoid using KWSP dollars to supplant existing work-related programs for students (i.e., co-op education, experimental education).<sup>1</sup>
5. Adequately monitor program activities (i.e., proper eligibility determination of students and employers, continued eligibility of students and employers, and actual job activities as they relate to students' career direction).<sup>1</sup>

Allocations of wage reimbursement dollars are made to institutions using the following KWSP funding formula:

At least 90 percent of the funds shall be given to institutions that participated and expended all or the major portion of their wage reimbursement allotment during the prior year. If funds are not available to grant each institution the amount requested, each shall be reduced by the necessary percentage to prevent an overaward.

Up to 10 percent of the wage reimbursement funds may be used for schools that did not participate or had minimal participation in KWSP during the prior year. If funds do not enable each school to receive the amount required, each shall be reduced by the percentage necessary to prevent an overaward.

An administrative cost allowance (ACA) is granted to institutions for those annual costs directly related to program administration and is the lesser of (1) the amount requested by the institution not to exceed 8 percent of the gross wages earned by students or (2) \$15,000.

In the spring of each year, KHEAA extends an invitation to currently participating institutions to participate in KWSP for the next fiscal year. The invitation includes an Employing Institution Agreement and an Agreement of Participation, which must be signed and returned to KHEAA by a specified date.

After contracts/agreements are completed between KHEAA and participating institutions, those approved receive wage reimbursement dollars and ACA based on the utilization of allocations as reported monthly to KHEAA.

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<sup>1</sup> [11 KAR 6:010, Section 4](#)

If, after the monthly review of program implementation, determination is made by KHEAA staff to recall program funds because of the institution's performance level, those funds must be refunded to KHEAA by the institution within 14 days of the date of notice.

### To Students

In regard to students, higher education institutions shall:

1. Identify work opportunities, advertise KWSP to the student body, provide KWSP applications to students, and make student referrals to employers.
2. Determine that participating students meet all eligibility criteria.
3. Advise students of their rights and responsibilities.
4. Establish an appeals committee consisting of no less than three people and have a clearly defined appeal process to handle student or employer complaints or appeals. All appeals must be in writing and retained as part of program records. A summary of the subsequent action taken must also be placed in writing and included as a part of the appeals record.
5. Encourage students to make employer referrals to institutions. Those who develop their own jobs may participate in KWSP as long as the position and all parties involved meet the established criteria.
6. Cooperate with other institutions in their area to develop area jobs for all students.
7. Validate the cost of education for each participant.
8. Ensure that students are placed in career-related jobs.
9. Continuously monitor KWSP eligibility and notify students who become ineligible immediately.
10. Ensure that students participating in the KWSP Alternate Work Plan have signed an Alternate Student Employment Agreement which stipulates that they have agreed to return to school full-time the next regular school term.
11. Verify that students who are employed are enrolled at least half time. Those enrolled at least half time may work a maximum of 30 hours per week, and those enrolled full time may work a maximum of 20 hours per week. These maximums may be revised at the discretion of the KWSP Officer but must not exceed 30 and 40 hours per week for full-time and half-time students respectively. Students may work up to 40 hours per week during school breaks as long as they are still meeting program guidelines.
12. Ensure that a KWSP Student Application is on file for each participating student.
13. Provide equal opportunity for all students and not discriminate on the basis of race, sex, age, disability, or religion.
14. Ensure that students do not receive KWSP funds that exceed their financial need.

## **To Employers**

In regard to employers, higher education institutions shall:

1. Determine the eligibility of an employer using the criteria provided by KHEAA.
2. Complete and have on file an Employer Agreement for each participating employer. No wage reimbursement dollars can be paid to an employer not covered by the terms of the Employer Agreement.
3. Ensure that a Position Analysis has been provided by the employer for each available position prior to the placement of a student.
4. Provide wage reimbursement at the rate of \$2 an hour for hours worked by students provided the employer has provided proof of wages paid, which includes:
  - Student's name
  - Social Security number
  - Pay period
  - Hours worked
  - Gross wages
  - Wages withheld
  - Net wages
  - Signature of student
  - Signature of employer
5. Notify employers by certified mail of students who lose eligibility to participate in KWSP within 15 calendar days of the date ineligibility occurs. No further wage reimbursement can be made to an employer on behalf of a student after the 15th calendar day following the employer's notification from the institution of the student's ineligibility. The date of notification receipt is considered as day one (1).

## **To KHEAA**

In regard to KHEAA, higher education institutions shall:

1. Ensure that all aspects of KWSP are administered in accordance with KHEAA's Administrative Regulations and maintain files to document student and employer eligibility.
2. Submit to KHEAA the forms listed below that are required for program administration by applicable deadlines.

*KWSP Employer Agreement:* A contract between a participating institution and an employer which provides terms for student work experience and employer wage reimbursement. The agreement must be accompanied by a Position Analysis for each position.

*KWSP Position Analysis:* A description of a vacant position which may be filled by a KWSP student including job title, description of duties, pay, hours, and minimum job qualifications. The employer files this form with institutions with whom he or she has agreements. If the duties and

responsibilities of the job change, a revised Position Analysis must be filed immediately with the institution.

*Cumulative Monthly Update:* A report to be completed, certified, and filed with KHEAA by the 10th of each month showing all program activities and expenditures. This information will be used to reimburse schools based on the previous month's activity, monitor the institution's performance, and build a program profile.

*KWSP Annual Report:* A report by the institution to be completed and mailed to KHEAA no later than July 31 of each year showing relevant totals, including dollars originally allocated; deallocated funds; supplemental funds; dollars remaining; total employer contracts and positions; and total number of students served, their wages, and hours worked for the twelve (12) month period ending June 30 of each year. If the annual report indicates undisbursed funds or refunds owed to KHEAA, the funds shall be remitted to KHEAA on the date the annual report is provided to KHEAA.

3. Maintain the following records in regard to students and employers:

*KWSP Student Application:* A form to be completed annually by the student and the school for use in determining student eligibility and level of assistance eligibility.

*Proof of Student Wages Paid:* An official record submitted regularly by the employer to the participating institution that certifies wages paid to KWSP students. Wage reimbursement to employers can be made only after the student has been paid and the institution has received proof of such payment. No standardized "proof of wages paid" form is provided by KHEAA. Institutions may provide their own form to employers or accept whatever proof they determine to be adequate. However, the following information is required:

- Student's name
- Social Security number
- Pay period
- Hours worked
- Wages withheld
- Net wages
- Gross wages
- Signature of student
- Signature of employer

*Proof of Wages Reimbursed:* An official record prepared, certified, and retained by the institution showing all wage reimbursements made including the following information:

- Reimbursement date
- Work period(s) covered
- Number of hours worked per student
- Employer
- Student(s)
- Payment amount

*Alternate Student Employment Agreement:* An agreement completed between the student and the participating institution indicating the attendance requirement under this work plan.

4. Retain all KWSP records for a period of three (3) years after the student ceases participation in KWSP and make any and all records accessible to KHEAA or its delegated representatives for periodic, on-site reviews.
5. Ensure that a minimum of 75 percent of the wage reimbursement dollars are utilized for employment in the private sector. A private employer is defined as an employer in the private sector, other than the institution that the participating student is attending.

### To Institutions

In regard to institutions, employers shall:

1. Complete a standard Employer Agreement with each participating school at which KWSP students are or will be in attendance.
2. Determine that KWSP positions are vacant and so notify the institution.
3. Provide a true and accurate Position Analysis to the contracting institution for any vacant positions to be filled by KWSP students.
4. Immediately notify institutions in writing if a student's employment is terminated stating the reason for and effective date of termination.<sup>1</sup>
5. Report promptly to the participating institution all significant changes to the Position Analysis or the student's work assignment<sup>1</sup> so records can be updated and the student's continuing eligibility determined.
6. Submit to the participating institution on a regular basis a certified, accurate proof of wages paid to participating students,<sup>1</sup> so the institution can process and pay the wage reimbursement.

### To Students

In regard to students, employers shall:

1. Arrange for interviews with prospective KWSP students and select the students to be hired.
2. Comply with all federal and state employment, safety, and civil rights laws applicable to the positions filled.<sup>1</sup>
3. Provide bona fide work experiences and pay participating students the prevailing wage rate which shall not be less than the federal minimum wage.<sup>1</sup>
4. Determine which students to retain and which, if any, to terminate from KWSP, and immediately notify the institution in writing of the reason for and effective date of termination.
5. Not utilize students in work and/or in work environments which are sectarian in nature or which involve any partisan or non-partisan political activity.
6. Not, without prior consent of the participating institution, permit or require participating students to work in excess of (a) 30 hours per week for students currently enrolled less than full time, (b) 20 hours per week for students currently enrolled full time, and (c) 40 hours per week for students employed under an alternate work plan.<sup>1</sup>

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<sup>1</sup> [11 KAR 6:010, Section 7](#)

**To KHEAA**

In regard to KHEAA, employers shall:

1. Permit on-site inspection and review of records by representatives of the participating institution and KHEAA during normal business hours.<sup>1</sup>
2. Ensure that regular employees have not been displaced by KWSP participating students.<sup>1</sup>

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<sup>1</sup> [11 KAR 6:010, Section 7](#)

### To Institutions

In regard to institutions, participating students shall:

1. Complete a KWSP application.
2. Participate in screening or preplacement activities if required by the participating institution.<sup>1</sup>
3. Be responsible for understanding of and compliance with program guidelines, requirements, and student rights and responsibilities.
4. Complete any and all forms and agreements required by the institution, including the Alternate Student Employment Agreement, if appropriate.
5. Maintain eligibility (see Chapter II), and immediately notify the participating institution in writing of all changes that affect the student's continued eligibility.<sup>1</sup>
6. Report to the institution any program irregularities.

### To Employers

In regard to employers, students shall:

1. Be available for a job interview if requested by a participating employer.<sup>1</sup>
2. Perform all reasonable employment obligations and comply with all reasonable policies and requirements of the participating employer.<sup>1</sup>

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<sup>1</sup> [11 KAR 6:010, Section 8](#)

In regard to institutions, KHEAA shall:

1. Enter into a KHEAA Administrative Agreement with each approved institution.
2. Approve and allocate funds based on current year activity through the third quarter of the fiscal year and prior year utilization.
3. Provide wage reimbursement and administrative expense funds on a monthly reimbursement schedule after submission of the cumulative monthly report to the extent that funds are available.
4. Initiate a KWSP Agreement of Participation for all participating institutions every year.
5. Provide advertising material regarding KWSP.
6. Monitor program activities monthly to determine institutional performance and adjust allocations.
7. Review and evaluate all phases of program operation periodically and provide feedback to participants and the general public.
8. Review complaints in regard to institutional eligibility, funding, or program irregularities. An appeal of a KHEAA staff decision shall be made in accordance with 11 KAR 4:020.

## **Chapter VIII: Appeals and Complaints**

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Appeals or complaints regarding student or employer eligibility and/or participation shall be directed to the participating institution and shall be reviewed, settled, or determined by an appeal committee consisting of no fewer than three individuals. Appeals regarding institutional eligibility or participation shall be determined by KHEAA in accordance with 11 KAR 4:020.<sup>1</sup> Appeals regarding matters related to students shall be determined in accordance with 11 KAR 4:030.

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<sup>1</sup> [11 KAR 6:010, Section 9](#)

## **Appendix A: Residency Policy**

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Any student who participates in KWSP must be a Kentucky resident according to the Kentucky Council on Postsecondary Education's administrative regulation [13 KAR 2:045](#), which is used to determine residency for tuition purposes.

## **Appendix B: Program Forms**

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All forms and agreements utilized in the administration of KWSP shall be provided or approved by KHEAA. No alteration of any forms or agreements used in the administration of KWSP shall be binding against KHEAA without the prior consent of KHEAA. The KWSP application is available to students at participating institutions or from KHEAA at P.O. Box 798, Frankfort, Kentucky 40602-0798.<sup>1</sup>

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<sup>1</sup> [11 KAR 6:010, Section 10](#)

**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		_____ Zip Code		_____ City		_____ State		_____ Zip Code	
_____ IRS Entity Identification Number						_____ E-mail address					
_____ E-mail address						_____ Date					
_____ Date											
Employer Type (check one):											
_____ Public/Government											
_____ Private											
_____ Higher Ed Institution											

## **KHEAA WORK-STUDY PROGRAM Employing Institution Agreement**

This agreement is entered between the Kentucky Higher Education Assistance Authority (hereinafter known as KHEAA) and \_\_\_\_\_ (hereinafter known as Institution).

### **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. This agreement permits the participating institution to be an employer pursuant to 11 KAR 6:010(4)(2). KHEAA and the Institution desire, subject to the terms and conditions of this agreement, to place students participating in this program in jobs which bear a direct correlation to the student's career directions as evidenced by their programs of study at the Institution. KHEAA further intends to reimburse the Institution a portion of the gross wages paid to students by the Institution.

### **Terms and Conditions**

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

KHEAA Responsibilities — KHEAA shall:

1. Reimburse the Employing Institution 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 Institution 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 Institution's determination of the student's ineligibility.

Institution Responsibilities — The Institution shall as a continuing condition of participation and reimbursement:

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 for employment to the extent available, qualified students who meet standards that may be set by the Institution as employer.
3. Notify the student's supervisor of the total number of hours the student is eligible to work per program guidelines.
4. Select and employ the students of its choice. The Institution may fill any or all of the positions allocated for this purpose. The Institution will be free to employ or decline employment to any student referred under this agreement and, upon employment, to terminate said employment at any time for any lawful reason.
5. Not employ students in work and/or in work environments which are sectarian in nature or which involve any partisan or non-partisan political activity.
6. 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.
7. Act as employer of record for purposes of withholding and payment of employment taxes and payroll functions. The Institution shall be solely responsible for all fringe benefits due the students as employees.
8. Prepare on an agreed-to basis a bill and accurate, certified proof of wages paid for purposes of reimbursement.
9. Provide a safe working environment for each student employed under this agreement.

10. Prepare 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's Work-Study Program Officer.
11. Regulate number of hours worked by the student to ensure the student is not working more than the Institution specified.
12. Pay to each student employed under this agreement the amount of wages set forth in the Position Analysis described above.
13. Not discriminate in employment on any unlawful basis.
14. Ensure that student employment under this contract will not result in the displacement of employed workers or impair existing contracts for services.
15. 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 by 11 KAR 6:010.
16. Make available for inspection by the Kentucky Higher Education Assistance Authority or its 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.
17. Repay to KHEAA any and all wage reimbursement received by the Institution contrary to the terms of this agreement, the KHEAA Work-Study Program Manual of Procedures and Guidelines incorporated herein by reference, or 11 KAR 6:010.

Effective Date of Contract — This agreement shall become effective upon its execution by all parties required for its approval. This agreement shall remain in force until June 30, 2015, unless earlier terminated by either party.

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 of Procedures and Guidelines, prepared by the Kentucky Higher Education Assistance Authority, is incorporated here in by reference and made a part hereof.

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 handicap in employment, educational programs, or activities as set forth in Title IX, Title VI, and Section 504. The institution also certifies that it complies with the AMERICANS WITH DISABILITIES ACT (ADA).

KHEAA  
 PO Box 798  
 Frankfort, Kentucky 40602-0798

Institution  
 Address  
 City, Kentucky Zip

\_\_\_\_\_  
 Signature of Executive Director

\_\_\_\_\_  
 Signature of President

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

# Kentucky Higher Education Assistance Authority Work-Study Program Student Application

To Be Completed by Applicant (print or type)

Name \_\_\_\_\_ Social Security Number \_\_\_\_\_  
Last First Middle

Current Address \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_ Birthdate \_\_\_\_/\_\_\_\_/\_\_\_\_  
City State Zip Code Month Day Year

Are you a U.S. citizen?  Yes  No Major Course of Study \_\_\_\_\_

List the name and address of the last school you attended.

Name \_\_\_\_\_

Address \_\_\_\_\_

High School or  Postsecondary

I hereby affirm that the information provided above is complete and true to the best of my knowledge. I further affirm that my responsibilities under this program have been fully explained to me to my satisfaction. It is my intention to enroll in the school identified below, continue to be enrolled in this school while working, and/or return to enrollment in this school after working on an alternate work-study plan under this program. I affirm that I will apply the money received under this program solely to meet those expenses related to my enrollment at the school and those expenses directly related to my employment under this program except as provided under the terms of the Alternate Student Employment Agreement.

\_\_\_\_\_  
Signature of Applicant Date

To Be Completed by School Official

Institution \_\_\_\_\_ Telephone Number (\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_

City State Zip Code

Please check and fill in the requested information about the applicant:

1. Enrolled or accepted for enrollment ..... Full-time or  Half-time ..... Yes or  No
2. Kentucky resident ..... Yes or  No
3. In good standing, progressing satisfactorily toward program completion, and has a "C" average cumulative GPA on all courses attempted..... Yes or  No
4. Participating in another college-administered work program (if yes, ineligible for KWSP)..... Yes or  No
5. Grade classification (use a number 1-6).....\_\_\_\_\_
6. Anticipated graduation date .....\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
City State Zip Code
7. Estimated cost of education .....\$\_\_\_\_\_
8. Itemized work-related expenses (direct only):
  - Travel (allowance at 46¢ per mile)  
 (\_\_\_\_\_ miles one way).....\$\_\_\_\_\_
  - Dues .....\$\_\_\_\_\_
  - Uniforms, tools, etc.....\$\_\_\_\_\_
9. Total cost (line 7 plus 8).....\$\_\_\_\_\_
10. Financial aid anticipated .....\$\_\_\_\_\_
11. Remaining financial need eligibility (line 9 less 10) .....\$\_\_\_\_\_

I hereby certify that the information provided above is complete and true to the best of my knowledge based upon the records of this institution, or where appropriate, information provided by the above-named student.

\_\_\_\_\_  
Signature of Financial Aid Officer Date



**Kentucky Higher Education Assistance Authority  
KHEAA Work-Study Program  
Alternate Student Employment Agreement**

The parties, being \_\_\_\_\_  
(hereafter known as "Institution") and \_\_\_\_\_  
SSN \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_, (hereafter known as "Student") are agreed as follows:

The Institution agrees to advise the Student of his/her rights and responsibilities under the KHEAA Work-Study Program and to reimburse a participating employer for wages earned by the Student under said program to the extent of \$2.00 per hour for each hour actually worked by the Student for so long as the Student complies with the terms of this agreement.

In consideration of this promise by the Institution, the Student agrees to:

- 1) Fulfill all employment obligations set by the participating employer.
- 2) Continuously meet all eligibility criteria established for participation in the KHEAA Work-Study Program.
- 3) Notify the Institution of any changes which may affect the Student's continued eligibility to participate in the KHEAA Work-Study Program.
- 4) Save and use those funds earned under the KHEAA Work-Study Program during this alternate period **solely** for the purpose of meeting the cost of education for the next regular school term except for expenses directly related to this employment in the amount of \$ \_\_\_\_\_ which are allowed weekly for room and board.
- 5) Enroll in the Institution for full-time attendance during the next regular school term beginning \_\_\_\_\_, \_\_\_\_\_.

The parties further agree that the terms and conditions set forth in this agreement are to be construed in accordance with the KHEAA Work-Study Program Manual, incorporated herein by reference. The Institution will make said manual available to the Student for inspection at the request of the Student.

The parties agree that any dispute pertaining to the Student's participation in the KHEAA Work-Study Program shall be resolved through the established appeal process (described more fully in the Program Manual incorporated herein by reference). The decision resulting from said appeal process shall be binding on both parties, absent errors of law and procedure.

_____ Institution	_____ Student Signature
_____ KWSP Officer	_____ Date
_____ Signature	
_____ Date	

**Kentucky Higher Education Assistance Authority  
KHEAA Work-Study Program  
Cumulative Monthly Update**

For Month Ending \_\_\_\_\_, \_\_\_\_\_

1. Institution Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
City State Zip Code

2. **Provide data from July 1, 2014, through the “For Month Ending” date above.**

- a. Number of Employer Agreements in force \_\_\_\_\_
- b. Number of Employer Agreements signed \_\_\_\_\_  
 (Is one with your institution?  Yes  No)
- c. Number of students currently employed \_\_\_\_\_  
 (\_\_\_\_\_ are employed at your institution)
- d. Gross dollars earned by students \$ \_\_\_\_\_  
 (\$\_\_\_\_\_ was earned at your institution)
- e. Actual wage reimbursement dollars encumbered and/or paid out this fiscal year (Encumbered means earned but not yet paid) \$ \_\_\_\_\_  
  - To your institution \$ \_\_\_\_\_
  - To private sector \$ \_\_\_\_\_
  - To public sector \$ \_\_\_\_\_
- f. Administrative Cost Allowance expended this fiscal year \$ \_\_\_\_\_

3. If you need more of your allotment, indicate the amount you wish transferred to you.  
 Wage Reimbursement \$ \_\_\_\_\_  
 Administrative Cost Allowance \$ \_\_\_\_\_

4. If you will be unable to expend your allotment, indicate the amount you wish to deallocate:  
 Wage Reimbursement \$ \_\_\_\_\_  
 Administrative Cost Allowance \$ \_\_\_\_\_

5. Attach a copy of all Employer Agreements and Position Analyses established this month.

**Form Certified By:**

\_\_\_\_\_  
 KWSP Officer Signature Phone Number Date

**Kentucky Higher Education Assistance Authority  
KHEAA Work-Study Program  
Annual Report for Fiscal Year Ending June 30, \_\_\_\_\_**

1. Institution Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
City State Zip Code

2. Indicate: Original Dollars Received/Allotted:  
 • Wage Reimbursement \$ \_\_\_\_\_  
 • Administrative Cost \$ \_\_\_\_\_  
 Dollars Deallocated:  
 • Wage Reimbursement \$ \_\_\_\_\_  
 • Administrative Cost \$ \_\_\_\_\_  
 Dollars Remaining July 1:  
 • Wage Reimbursement \$ \_\_\_\_\_  
 • Administrative Cost \$ \_\_\_\_\_

3. Total number of participating employers \_\_\_\_\_

4. Total number of students employed \_\_\_\_\_

5. Gross wages received by students \$ \_\_\_\_\_  
 a. Private sector \$ \_\_\_\_\_  
 b. Public sector \$ \_\_\_\_\_  
 c. Higher education institution \$ \_\_\_\_\_

6. Total wage reimbursements paid to employers or encumbered \$ \_\_\_\_\_  
 a. Private sector \$ \_\_\_\_\_  
 b. Public sector \$ \_\_\_\_\_  
 c. Higher education institution \$ \_\_\_\_\_  
 (Encumbered means owed but not yet paid.)

7. Total hours reimbursed for all students (July 1-June 30) \_\_\_\_\_

8. Number of Alternate Student Employment Agreements in force \_\_\_\_\_

**Form Certified By:**

\_\_\_\_\_  
 KWSP Officer Signature Phone Number Date

*Administrative cost allowance:* A payment negotiated by KHEEA and participating schools for annual costs directly related to the administration of KWSP which is the lesser of (1) the amount requested by the institution not to exceed 8 percent of the gross wages earned by the students or (2) \$15,000.

*KWSP Alternative Work Plan:* A work-study arrangement in which a participating student alternates a school term with a work term. For example, a participating student attends school full time one term, works full time the next term, and returns to school full time the following term. Participating students employed during the summer who are not enrolled at least half time during that term shall be considered alternate for the summer term. Any academic credits earned as a direct result of the KWSP employment shall not be considered in the determination of alternate status.<sup>1</sup>

*Career-related work experience:* A job which has a correlation with the participating student's career direction determined by the participating institution and evidenced by the student's major course of study.<sup>1</sup>

*Cost of education:* Expenses commonly related to obtaining an education at the participating institution plus costs directly related to the participating student's KWSP work experience, including any required dues and travel (at a rate of 46 cents per mile) from the school to the place of employment or, under an alternate work plan, from the student's residence to the place of employment.<sup>1</sup>

*Dependent student:* A student who does not meet the eligibility criteria of a self-supporting student.

*Financial aid:* Money which can come from many sources, including state and federal governments, higher education institutions, private organizations, associations, and companies to help pay the costs of a college education or vocational-technical training.

*Financial need:* The total cost of education less financial assistance received from all sources, other than KWSP employment, including grants, loans, and scholarships.<sup>1</sup>

*Full-time enrollment:* The number of credit hours determined by the participating institution to constitute full-time enrollment, which is generally 12 semester hours, 24 clock hours, or 6 summer school hours. Any academic credits earned as a direct result of KWSP employment shall not be considered in the determination of full-time status.<sup>1</sup>

*Half-time enrollment:* Exactly half of the time required by the institution to constitute full-time enrollment. Half-time enrollment is generally considered to be a minimum of 6 semester hours or 12 clock hours. Three hours in summer school constitute half-time enrollment. Credits being earned as a direct result of KWSP-related employment are not to be included in the status determination.

*Kentucky resident:* A student who meets the requirements for in-state residency under the policy adopted by the Council on Postsecondary Education for determination of residency status for tuition purposes. (See Appendix A.)

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<sup>1</sup> [11 KAR 6:010, Section 1](#)

*Prevailing wage rate:* A base rate of pay per hour for KWSP participating students who are or would be performing equal job tasks as other employees, plus benefits paid to other employees having the same status as the KWSP employee.<sup>1</sup>

*Private employer:* An employer in the private sector, other than the institution that the participating student is attending.

*School term:* The equivalent of one semester, one quarter, or one summer school term.<sup>1</sup>

*Sectarian work environment:* A place of employment that is affiliated with a church or religious organization.

*Self-supporting student:* A student who has established an independent relationship with his/her parents in compliance with criteria contained in financial aid guidelines used for all Title IV student aid programs.

*Wage reimbursement:* A payment made to participating employers by participating institutions as reimbursement for wages paid participating students. The rate of reimbursement shall be specified in an agreement between the participating employer and the participating institution.<sup>1</sup>

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<sup>1</sup> [11 KAR 6:010, Section 1](#)