



## TERMS OF AGREEMENT

### The employer agrees:

1. To provide training and supervision to student in order that the student may attain work experience within New Jersey's eight key industries. The LWD will provide to the employer 50 percent of the student's salary during the Internship period on a cost reimbursement basis. LWD will match employer's contributions up to \$1,500. These match funds cannot be used to satisfy a cost-sharing or matching requirement of another program. Holiday, sick, vacation and overtime are not reimbursable under this program.
2. To employ under this agreement only student interns enrolled in a New Jersey high school, college or university who have been certified by the NJ Department of Labor & Workforce Development (LWD) as eligible for program services.
3. To ensure that no currently employed worker is displaced by any student in the Internship Program; no student may be employed under this program if any other individual is on layoff from the same or equivalent job or when the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a student whose wages are subsidized by this program; and no student may be employed that is directly related to a supervisor or the employer.
4. To notify the LWD in writing of the name, title and union affiliation of the appropriate bargaining representative, if the occupation(s) in which the employment and training offered is(are) subject to a bargaining agreement. Concurrence by the appropriate bargaining representative as to the Internship Program must be obtained. Students must not replace or compete with individuals who are participating in an approved apprenticeship program.
5. To electronically acknowledge the contract application; sign hard copies of the contract and program provisions documentation; and follow required electronic reporting and invoice procedures, such as submission of monthly student progress reports and supporting payroll documentation, which will accompany invoices submitted by the employer to the LWD for the 50 percent reimbursement of the student's wages. To cooperate with the LWD in evaluating the progress of the student participant, and in such cases where termination is determined by the employer to be warranted, to contact the LWD before termination.
6. That this contract is being entered into with the expectation and understanding that upon completion of the graduation, the employer will consider employment of student intern. That if, for any reason, the student would not be considered for employment the employer may be required to submit to the LWD documentation.
7. That nothing herein alters the nature of the employment relationship (at-will or other) between the student and the employer. However, if it is determined by the LWD that the employer has breached any of the provisions of this agreement, the LWD may refuse payment of any invoice(s) and may seek reimbursement of funds paid to the employer by the LWD under this contract.
8. To be in compliance with all federal and State laws and regulations, including but not limited to, the minimum wage rate of \$8.44 per hour, the requirement that the employer provide workers' compensation protection for the student participant and the requirement that the employer not discriminate against any person who is employed in the work covered by this contract or against any applicant for such employment because of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for rental or mortgage payments, subject only to conditions and limitations applicable alike to all persons.

**By signing the Internship contract application, and/or submission of invoices for an Internship Grant program participant, the employer hereby covenants and agrees to the general provisions outlined above and those stated in the program provisions document.**