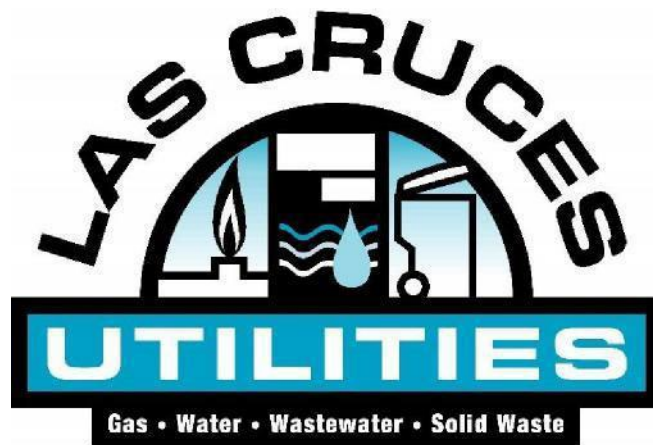


Las Cruces Utilities Internship Program

Guidance Brochure

Amended Fall 2022 Term



 **City of Las Cruces**[®]

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Program Overview

INTRODUCTION

What is the Las Cruces Utilities Internship Program?

The Las Cruces Utilities Internship Program is a competitive program that awards Internships to students wishing to or currently pursuing an Associate Degree in Water Technology leading to a career in water and wastewater operations.

In return, Interns commit to providing six months to nine years of committed employment with the City of Las Cruces as an operator or lab technician after graduation within an agreed-upon timeframe. The program provides financial support and on-the-job-training to students who seek a profession in the water and wastewater industry.

The Las Cruces Utilities Internship Program pays for tuition balances and various other reasonable education-related expenses including a bi-weekly stipend and paid on-the-job training to assist with educational and living expenses. In addition, the intern is required to work 20 hours per week maximum during semesters; 40 hours per week maximum during academic breaks (can be adjusted at the discretion of the supervisor); and a minimum of six months to nine years of full-time service employment with the City after graduation, depending on the internship program use. The service obligation must be completed at Las Cruces Utilities in the Water, Wastewater, or Regulatory Sections.

A commitment to participate in the Las Cruces Utilities Internship Program is significant, as is the need for competent water and wastewater operators. Applicants will be evaluated with respect to their high school and college level grades (minimum 2.5 GPA and two completed college level classes within the Water Technology program), demonstrate an interest in the water and wastewater industry, and their commitment to serving Las Cruces Utilities.

What are the benefits of the Las Cruces Utilities Internship Program?

- (1) Service:** Interns will provide operational support for the delivery of water and the treatment of wastewater while gaining professional operational experience.
- (2) Payment of Educational Expenses.** The Las Cruces Utilities Internship Program provides the following financial support for full-time enrollment in the Las Cruces Campus Dona Ana Community College Water Technology Program for up to 2.5 school years:
 - a. Payment of tuition and eligible fees;
 - b. An annual reimbursement payment for other reasonable educational costs including but not limited to school fees, lab costs, books, and equipment; and

- c. Biweekly stipends, for up to 2.5 school years unless approved for an extension by the Utility Director or if there is a delay in placing in a full-time position, to assist with living expenses while pursuing the Water Technology Degree.

ELIGIBILITY REQUIREMENTS, SELECTION FACTORS, AND FUNDING PRIORITIES

Am I eligible? To be eligible for an Internship, all applicants must:

- (1) Be enrolled or accepted for enrollment as a full-time student with two completed college-level classes within the Water Technology program.** To be considered for an Internship award for the 2022-2023 school year, classes **must begin** on or before August 18, 2022. Applicants planning to be on a leave of absence from school that will preclude full-time class attendance on or after August 18, 2022, should not submit an application this year but may apply for the 2023-2024 academic year.
- (2) Full-time Student.** A full-time student is defined as a student enrolled for 12 – 18 hours during fall and spring semesters and 6 hours during the summer. Students are expected to maintain good academic standing. Students are required to complete sufficient number of credit hours in any academic term to complete the course of study within the number of academic terms normally required at the school. Any courses that are not required to complete the qualifying degree program will not count towards the hours required for full-time status and will not be supported by the Las Cruces Utilities Internship Program.
- (3) Not have an existing service obligation.** Applicants who are already obligated to a federal, state, or other entity for professional practice or service after academic training are not eligible for Las Cruces Utilities Internship Program awards unless the entity to which the obligation is owed provides a written statement satisfactory to the Utility Director that (1) there is no potential conflict in fulfilling the Las Cruces Utilities Internship Program obligation and the entity's obligation, and (2) the Las Cruces Utilities Internship Program obligation will be served first. Interns who subsequently incur other service obligations and are not immediately available after completion of their training to fulfill their Las Cruces Utilities Internship Program service obligation will be subject to the breach-of-contract provisions.
- (4) Submit a complete application.** Each applicant must complete an application and submit a resume, at least one letter of recommendation, and school transcripts. Applicant finalists will be selected for an interview. If selected after the interview, individuals will be required to review and submit a signed contract indicating they agree to provide 20 hours per week maximum during semesters; 40 hours per week maximum during academic breaks, including summer (can be adjusted at the discretion of the supervisor); and a minimum of six months to nine years of full-time service after graduation. In addition, the selected individual will be required to submit a signed Authorization for Release of Academic Education Records form. Please refer to the "How to Apply" section for further details regarding application requirements.

How does the Las Cruces Utilities Internship Program determine who will receive Internship support?

Among eligible applicants, the Las Cruces Utilities Internship Program determines Internship awardees using various selection factors and funding priorities.

Selection Factors

- (1) History of honoring prior legal obligations.** Las Cruces Utilities Internship Program applicants who have a history of not honoring prior legal obligations, as evidenced by one or more of the following factors, may not be selected:
 - a. Default on any payment obligations (e.g., loans, income tax liabilities, guaranteed/insured loans (such as student or home mortgage loans, etc.) or any other payment obligations even if the applicant is currently considered to be in good standing by that creditor;
 - b. Default on a prior service obligation to the federal, state or local government, or other entity, even if the applicant subsequently satisfied that obligation through service, monetary payment or other means; OR
 - c. Charge-off/Write-off of any debt as uncollectible or had any service or payment obligation waived.
 - d. A credit check will be part of the application review process.
- (2) Academic performance.** Demonstrates the ability to maintain good academic standing while in school.
- (3) Not have any judgment liens arising from a debt.**
- (4) Must pass a background and drug test.**
- (5) Not be currently excluded, debarred, suspended, or disqualified by a governmental agency.** Before entering into an Internship contract, an applicant must report if he or she is currently excluded, debarred, suspended or disqualified by a governmental agency. (Please see the "Certification Regarding Debarment, Suspension, Disqualification and Related Matters" located in the online application.) The applicant should sign the Certification that is applicable to his/her situation. As a condition of participating in the Las Cruces Utilities Internship Program, an Intern must agree to provide immediate written notice to the Las Cruces Utilities Internship Program if the Intern learns that he/she failed to make a required disclosure or that a disclosure is now required due to changed circumstance.

How many awards does the Las Cruces Utilities Internship Program expect to give?

The Las Cruces Utilities Internship Program expects the fiscal year 2023 application cycle to be very competitive and limited, where awards will be based on the approved budget.

UNDERSTANDING THE CONTRACT AND THE LENGTH OF SERVICE

OBLIGATION

How many school years does the contract cover?

The Las Cruces Utilities Internship Program award and contract is for the 2022-2024 school year and any additional school years as indicated on the executed contracts. Support will be provided during the school years agreed to in the executed contracts (not to exceed a total of 2.5 school years of support, including any partial school year of funding received).

The 2022-2023 school year and Las Cruces Utilities Internship Program contract — if approved by the Utility Director or designee — obligates the applicant to the minimum 6 months to 9 years of full-time service obligation. For an Intern to receive support up to the date of graduation, the applicable school year contracts must be signed by the Intern and the Utility Director that cover the period up to the Intern's date of graduation.

How is length of service determined?

An intern who is awarded up to \$2,500.00 will be obligated to six months of full-time service.

If they are awarded \$2,501.00 to \$5,000, the obligation is 1 1/2 years of full-time service.

If they are awarded \$5,001.00 to \$7,500.00, the obligation is 2 years of full-time service.

If they are awarded \$7,501.00 to \$10,000.00, the obligation is 2 1/2 years of full-time service.

If they are awarded \$10,001.00 to \$12,500, the obligation is 3 years of full-time service.

If they are awarded \$12,501.00 to \$15,000.00, the obligation is 3 1/2 years of full-time service.

If they are awarded \$15,001.00 to \$17,500.00, the obligation is 4 years of full-time service.

If they are awarded \$17,501.00 to \$20,000.00, the obligation is four and a half years of full-time service.

If they are awarded \$20,001.00 to \$22,500.00, the obligation is 5 years of full-time service.

If they are awarded \$22,501.00 to \$25,000.00, the obligation is 5 1/2 years of service.

If they are awarded \$25,001.00 to \$27,500.00, the obligation is 6 years of full-time service.

If they are awarded \$27,501.00 to \$30,000.00, the obligation is six and a half years of full-time service.

If they are awarded \$30,001.00 to \$32,500.00, the obligation is 7 years of full-time service.

If they are awarded \$32,501.00 to \$35,000.00, the obligation is seven and a half years of full-time service.

If they are awarded \$35,001.00 to \$37,500.00, the obligation is 8 years of full-time service.

If they are awarded \$37,501.00 to \$40,000.00, the obligation is eight and a half years of full-time service.

And if they are awarded \$40,001.00 to \$42,500.00, the obligation is 9 years of full-time service.

The total length of service will be determined upon review post-graduation. If tuition or expenses are not covered or only partially covered by the Las Cruces Utilities Internship Program, then a reduction in length of service may be considered upon review post-graduation.

Can my Las Cruces Utilities Internship Program contract be terminated?

The Utility Director or designee may terminate a Las Cruces Utilities Internship Program contract if the Intern does the following:

- a. Submits a written request to the Utility Director to terminate the contract; AND
- b. Repays all amounts paid to, or on behalf of, the Intern.

If an Intern meets these requirements and the Utility Director terminates the contract, no service obligation will be incurred under the contract that was successfully terminated.

The contract may also be terminated by the Utilities Director or designee if the Intern does not meet the work or academic obligations of the contract. In that instance, all school-related tuitions, fee and amounts paid to or on behalf of the Intern must be repaid.

PROGRAM REQUIREMENTS

What are the requirements for Las Cruces Utilities Internship Program Interns while in school?

- (1) Maintain enrollment:** All Interns must remain as a **full-time** student in good academic standing, as defined by the institution's academic policies, while enrolled in the Internship-supported Water Technology program.

Please be advised that any courses that are not required or are unrelated to the water technology degree **will not** count toward the required credit hours in determining full-time enrollment status for the Las Cruces Utilities Internship Program.

- (2) Maintain good academic standing:** All Interns must remain as a **full-time** student, maintain at least a 2.5 grade-point-average, and remain in good academic standing, as defined by the institution's academic policies, while enrolled in the Internship-supported Water Technology program.

- (3) Notify the Las Cruces Utilities Internship Program of changes in personal or financial information:** Interns are required to maintain a current mailing address, e-mail address, name, and financial institution (bank) information to ensure an uninterrupted flow of Internship payments. In the case of a name change, please upload legal documentation for the change, such as a copy of a marriage certificate.

- (4) Forgo any additional employment outside of Las Cruces Utilities:** In order to ensure academic and professional success, Interns are prohibited from working outside of Las Cruces Utilities. Interns are expected to focus on school and LCU work, which is why a stipend and/or housing expenses are included with the program award. Exceptions may be considered by the Utilities Director via a formal request outlining the nature and demand of proposed outside employment. Director approval of such must be obtained in writing.

- (5) Notify the Las Cruces Utilities Internship Program of any changes in enrollment status:** Interns are required to notify the Las Cruces Utilities Internship Program immediately as soon as one of the following events is anticipated or has occurred:

- a. A repeat of any course work;
- b. A change in graduation date;
- b. A leave of absence approved by the school;
- c. Withdrawal or dismissal from the school;

- d. A change from full-time student status to a less than full-time student status;
- e. Voluntary withdrawal from any courses during a school year.

(6) **Drug tests shall be conducted pursuant to the Substance Abuse Prevention/Detection Policy:** This Policy sets forth terms and conditions upon which the City will detect and prevent substance abuse in the workplace and administer drug and alcohol tests for all City employees. Interns will be subject to pre-employment testing, post-accident testing, random testing, testing based on reasonable cause/reasonable suspicion, return to duty testing, and follow-up testing as defined by the Substance Abuse Prevention/Detection Policy. Refusal to submit to a drug or alcohol test or failing any type of drug or alcohol test while an intern will be cause for immediate termination of employment and removal from the Las Cruces Utilities Internship Program. A copy of the full Policy is available on SharePoint at <https://citylc.sharepoint.com/:b:/r/sites/portal/City%20Manager%20Polices/Substance%20Abuse%20Prevention%20Detection%20Policy.pdf?csf=1&web=1&e=tm6RZp>.

The Las Cruces Utilities Internship Program needs to know **in advance** when a change in enrollment status is anticipated so that timely action can be taken to determine if the Intern remains eligible to receive Internship support and to avoid overpayments (see "Changes in Internship Payment" section). The Intern must also submit a letter or official documentation from the school verifying that one of the events listed above has occurred.

TUITION, ELIGIBLE FEES, OTHER REASONABLE COSTS (Other Reasonable Costs), AND STIPEND

How is my Internship award amount calculated?

Tuition, eligible fees and Other Reasonable Costs portion of each Intern's estimated award is based on the information provided by New Mexico State University (NMSU) and Dona Ana Community College (DACC) and current City of Las Cruces Co-op hourly pay rate. The entire award amount (tuition, eligible fees, Other Reasonable Costs, and stipend) is then calculated based on the years of Internship support the Intern will need to complete the 2-year Water Technology Associate degree program and are based on full-time attendance.

What costs does the LCU Internship award cover?

(1) Tuition and Eligible Fees

- a. **The Las Cruces Utilities Internship Program will pay tuition and eligible fees directly to NMSU.** The Intern must submit a class schedule with a tuition invoice for payment of tuition and eligible fees for each term. Any eligible fees on the invoice that are included in the

Other Reasonable Costs (discussed below) will not be approved for payment to NMSU and will be paid directly to the Intern.

Please see examples of eligible and ineligible fees below.

Eligible Fees Include:	Ineligible Fees Include:
Tuition	Accident Insurance
Associated Administrative Fees	Attorney Fee
NMSU Student Housing	Educational Associations
NMSU Student Meal Plan for Intern	Late Charges/Penalty Fee
NMSU Parking Fee – if applicable	Life Insurance
Necessary Equipment Rentals (i.e. laptops, etc.)	School-sponsored Health Insurance if available.
	Required Lab Fees

- b. Repeated course work. The Las Cruces Utilities Internship Program will only pay for course work once.** If the Las Cruces Utilities Internship Program has already paid for a course and that course is subsequently repeated, the Las Cruces Utilities Internship Program will not pay for the course a second time. Courses taken prior to the receipt of an Las Cruces Utilities Internship Program award that are taken again during a school year that is covered by the Intern's contract are eligible for payment. If an Intern repeats a course that is taken in addition to a standard full-time course load and the repeated course work does not delay the Intern's graduation date, payment of Internship benefits unrelated to the repeated course work will continue.
- c. Increases in tuition or eligible fees.** The Las Cruces Utilities Internship Program will pay for any increases in tuition or eligible fees that are reported by the school after the award has been made. Payment for any increases require an invoice from NMSU.
- d. Summer school sessions.** The Las Cruces Utilities Internship Program will pay tuition and eligible fees for summer school sessions when the summer session is in progress during a school year covered by the Intern's contract.
- e. The Las Cruces Utilities Internship Program will ONLY pay for the courses that are required for graduation.** The Las Cruces Utilities Internship Program will not pay for additional courses beyond those required for graduation from the Water Technology program. Also, the Las Cruces Utilities Internship Program will not pay for tuition costs unrelated to the program, penalties or any additional fees for exceeding the 2-year program without prior approval by the Utilities Director. The Las Cruces Utilities Internship Program will not pay for membership dues for student societies/associations, loan processing fees, or other similar expenses.

(2) Other Reasonable Costs

The Other Reasonable Costs is an annual payment provided to the Intern and is dependent on actual costs. The Other Reasonable Costs is paid directly to the Intern and is provided to assist in the payment of the following education-related expenses not covered under tuition and eligible fees:

a. Books

b. Instruments or clinical supplies (only if required of all students)

c. Uniforms (only if required of all students)

d. Computer rental or purchase (only if required of all students)

e. Travel expenses (only if required of all students)

For new Interns, the Other Reasonable Costs will be paid with the first stipend payment through direct deposit.

(3) Stipend

Students who select NMSU Student Housing and NMSU Student meal plans will have those costs included in LCU Internship Program payments and will not be eligible for an additional stipend.

During the school year, Intern will receive a bi-weekly paycheck while pursuing the Water Technology degree which will include payment for hours work as well as a stipend for living expenses.

Receipt of the stipend does not mean that the Intern is a full-time employee of the City of Las Cruces or is eligible for any of the benefits available to current full-time employees.

Las Cruces Utilities Internship Program TAX INFORMATION:

- **Stipend payments are subject to federal and state taxes. Applicants chosen for an award must submit an IRS Form W-4. The information provided on the W-4 form will be used to determine withholding of applicable tax. Interns who want additional funds deducted should indicate the additional amount on the appropriate line on the W-4 form.**
- **Tuition and eligible fees as well as the Other Reasonable Costs portion of the Internship award are NOT subject to taxes.**
- **Annually, the Intern will receive a W-2 Wage and Tax Statement form for the taxable income received under the Las Cruces Utilities Internship Program during the prior tax year via email to their City of Las Cruces email address.**

When will my Internship support end?

The end of the Internship support will be the date the Intern completes the required classes for graduation.

What if I have additional funding provided by an alternative source?

Financial Aid Received Before Notice of Award

- a) Grants and Internships.** If tuition and fees for the school year have been paid for by another source of financial aid (e.g., Pell Grant, Post-9/11 GI Bill, state grants or other Internship) before the Intern received notice of the Las Cruces Utilities Internship Program award, then NMSU may either return payments to the funding source and submit an invoice to the Las Cruces Utilities Internship Program for payment OR a reduction in the length of service requirement will be considered upon review post-graduation.
- b) Loans.** If a new Intern has taken out a student loan to cover the cost of tuition and fees for his or her summer and/or fall semesters while waiting for notice of a Las Cruces Utilities Internship Program award, the Intern should supply an itemized invoice from NMSU to the Las Cruces Utilities Internship Program showing the amount of tuition and fees paid for with the student loan. The Las Cruces Utilities Internship Program will pay that amount to NMSU to cover the tuition costs covered by the loan. After notification of award and reimbursement as described above, the Las Cruces Utilities Internship Program will not pay any costs covered by any student loans.

Financial Aid Received After Notice of Award. If sources of financial aid other than the Las Cruces Utilities Internship Program have been used to pay for tuition and fees after an Intern has received notice of a Las Cruces Utilities Internship Program award, tuition and fees will not be reimbursed. If a balance remains, then the Intern shall submit an itemized NMSU invoice for the remaining balance. A reduction in length will be consider in these instances upon review post-graduation.

CHANGES IN INTERNSHIP PAYMENT

What happens if my enrollment status changes?

(1) Discontinuation of Internship Benefits

The Las Cruces Utilities Internship Program will discontinue payment of all benefits (i.e., tuition and eligible fees, Other Reasonable Costs, and stipend) under the following circumstances:

- a. Leave of absence** - If the Intern is considering or required to take a leave of absence, please contact the Las Cruces Utilities Internship Program **immediately**. A leave of absence, usually granted for no more than one semester, will impact your award in the following ways:
 - i.** Discontinuation of award for the duration of the Leave of Absence. This includes:
 - Bi-weekly stipend or housing/meal plan payment
 - Tuition and fee payment
 - Other Reasonable Costs Payment – If you have received your Other Reasonable Costs for the year, a pro-rated share for the duration of the Leave of Absence must be returned to the Las Cruces Utilities Internship Program.
 - ii.** An Intern is only eligible for a total of two-and-a-half years of support. If you are on a Leave of Absence for any part of a contract year and have received any financial support from the Las Cruces Utilities Internship Program during that contract year, that support obligates you to provide service as set forth in the contract covering that school year. You may consider contract termination for the contract year in which you take a leave of absence (Please see "Can my Las Cruces Utilities Internship Program contract be terminated?"). Therefore, it is strongly recommended that you contact the Las Cruces Utilities Internship Program in advance of taking a Leave of Absence.
- b. Part-time student status:** Interns enrolled in less than full-time status **will not** receive any support from the Las Cruces Utilities Internship Program. In order to receive support, an Intern **must be** enrolled in school as a **full-time** student.
- c. School withdrawal or dismissal:** An Intern's withdrawal or dismissal from school is a breach of the Internship contract. The Intern will be liable to repay the amount described in the "Failure to Complete Academic Training" under the "Breaching the Las Cruces Utilities Internship Program Contract" section.
- d. Failure to maintain good academic standing:** Interns must maintain good academic standing. Interns are required to provide an Authorization for Release of Educational Records form and supply updates provided to interns from mynmsu.edu when requested. A minimum 2.5 GPA is required to remain eligible for support.

- e. Repeating course work:** - The Las Cruces Utilities Internship Program will only pay for a course once. It is the student's obligation to pay any expenses related to repeating a course and ensuring timely completion of the program.

(2) Resumption of Internship Benefits

To resume benefits under an existing Internship contract, the Intern must submit documentation from NMSU confirming that the Intern is:

- a.** Enrolled as a **full-time** student in courses leading to the degree for which the Internship was awarded;
- b.** In good academic standing; and
- c.** Not repeating course work.

Requests for the resumption of Internship benefits will be considered on a case-by-case basis by Las Cruces Utilities Internship Program to determine the Intern's eligibility to receive continuing funds. For Interns who have not repaid overpayments received, the resumption of Internship benefits will be subject to the administrative offset described below in the "Collection of Benefit Overpayments" section. For Interns whose benefits were discontinued due to their withdrawal or dismissal from school, benefits will not be resumed, and Interns are liable for repayment of all Las Cruces Utilities Internship Program funds paid to them or on their behalf (see "Failure to Complete Academic Training" section). Benefits will not be resumed under Internship contracts that have been terminated. See the section on "Can my Las Cruces Utilities Internship Program contract be terminated?" on page 6.

(3) Collection of Internship Benefit Overpayments

Overpayments are Internship payments to an Intern or to NMSU on the Intern's behalf, to which the Intern was not entitled because he/she was on an approved leave of absence, was enrolled as a less than full-time student, or is no longer enrolled in the Water Technology program. Overpayments may also occur due to administrative error. An Intern receiving an overpayment must immediately contact the Las Cruces Utilities Internship Program, follow up in writing, and make arrangements to promptly return the overpayments to avoid interest accrual and debt collection procedures.

- a. Administrative offset.** For Interns who receive subsequent funding under the Las Cruces Utilities Internship Program, the overpayments may be collected through administrative offset. The Las Cruces Utilities Internship Program may withhold Internship funds payable to, or on behalf of, the Intern (including stipends, Other Reasonable Costs, and if necessary, tuition/fees payments) until the overpayment is paid in full.
- b.** Debt collection procedures. Debt collection procedures include sending delinquent overpayments to a debt collection agency or reporting the overpayments to credit reporting agency.

What other situations could impact the Las Cruces Utilities Internship Program payment of tuition, Other Reasonable Costs and/or stipend?

Participation in Other Internship Programs

Receipt of an Internship award does not automatically preclude an Intern from receiving funds from other programs if no service obligation is involved. However, many student assistance programs are based on the student's financial need or may be limited to the payment of expenses already paid by the Las Cruces Utilities Internship Program. Applicants should contact their financial aid officers to determine how the receipt of another Internship may affect them. Tuition and fees already paid by another program should not be submitted to the Las Cruces Utilities Internship Program for payment unless payment from the other source occurred before the Intern received notice of his/her Las Cruces Utilities Internship Program award and reimbursement will be made to the funding source.

CERTIFICATION REQUIREMENTS

What are the certification requirements?

Interns must test for their respective levels within the time frame stipulated in their full-time employee position and Personnel Action Notice.

What are the different career types within LCU?

Generally, Las Cruces Utilities Internship Program Interns will automatically be placed as a Utilities Intern Worker as a contract employee. Once an Intern becomes a full-time employee, the six months to nine-year commitment begins (a reduction in length of service may be considered upon review post-graduation). Interns are also encouraged compete for other Water or Wastewater Operational jobs within Utilities in accordance with City of Las Cruces Personnel Manual.

When does the service obligation begin?

Interns are required to begin service as a full-time employee as soon as possible upon graduation from school, but no later than 2 weeks after completion of their Associate Degree.

Interns who, for any reason, fail to begin or complete service are in breach of the Las Cruces Utilities Internship Program contract and incur the damages described in the "Breaching the Las Cruces Utilities Internship Program Contract".

Delaying the Start of Service

Only Interns with documented extreme circumstances that delay the start of service may make a request to suspend their service obligation. Las Cruces Utilities Internship Program may grant a suspension for up to 1 year. Requests must be formally submitted to the Utilities Director with a detailed written explanation and supporting documentation. See the "Suspension, Waiver and Cancellation of the Obligation" section.

When does the service obligation end?

The last day of the service obligation is determined in whole years from the start date. For example, the last day of service for an Intern who began service on July 15, 2016 would be July 15, 2024.

Can I serve half-time instead of full-time?

When Interns sign the Las Cruces Utilities Internship Program contract, they agree to serve as a full-time employee during the obligatory period.

BREACHING THE Las Cruces Utilities Internship Program CONTRACT

What if I breach my Las Cruces Utilities Internship Program contract?

Failure to complete service for any reason, including involuntary termination, is a breach of the Las Cruces Utilities Internship Program contract. The Las Cruces Utilities Internship Program will work with Interns to assist them, to the extent possible, to avoid a breach and fulfill the service obligation. An Intern should immediately contact the Las Cruces Utilities Internship Program if a situation arises in which he/she is potentially unable to fulfill his/her service obligation.

Interns who breach their Las Cruces Utilities Internship Program contract are subject to monetary damages as follows:

Failure to begin or complete the service obligation or failure to meet the terms and conditions of full-time employment.

Interns who breach their Las Cruces Utilities Internship Program contract are subject to claims for monetary damages to recover the tuition and fees paid to or on behalf of an Intern, plus any costs and attorney fees incurred by the City to recover such Tuition and fees on a pro-rated percentage.

SUSPENSION, WAIVER AND CANCELLATION OF THE OBLIGATION

How do I inform the Las Cruces Utilities Internship Program about my upcoming leave for maternity, paternity, or adoption?

If an Intern plans to be away from his/her work site for maternity, paternity, or adoption leave, the Intern is required to inform the Las Cruces Utilities Internship Program before taking the leave. Timeframes for leave taken may be added to their service obligation end date.

What should I do if I feel I cannot meet the requirements of my Las Cruces Utilities Internship Program contract and/or continue my service obligation?

Interns are allowed leave per the City of Las Cruces Personnel Manual.

What if I should die before completing my obligation?

In the unfortunate event of an Intern's death, any obligation to the Las Cruces Utilities Internship Program is cancelled in its entirety. No liability will be transferred to the Intern's heirs.

HOW TO APPLY

PROGRAM GUIDANCE

Please read Program Guidance in its entirety before proceeding with an application. The Guidance explains in detail the rights and obligations of individuals selected to participate in the Las Cruces Utilities Internship Program. Be sure you have a complete understanding of the obligation to serve and the financial consequences of failing to perform that obligation.

APPLICATION DEADLINE

The application and all supporting documentation must be submitted via email to lcinternship@las-cruces.org by 5:00 PM MST on May 31, 2022.

Academic Letter of Recommendation: The recommendation letter should be from an individual who is familiar with the applicant's professional, community, and/or civic activities. The recommender can be a teacher, an employer or previous employer, community leader, colleague, or anyone who has knowledge of the applicant's interest and motivation to work in the water resources industry. The recommender must not be a family member. **The letter must have a handwritten signature and/or be on letterhead. If the requirements are not met, the applicant will be deemed ineligible.**

Essays. Applicants are required to respond to the following three essay questions. Responses to essays must be uploaded as three separate documents,

one document per essay. Each response should be limited to 2,500 characters or less (about a half of a page with spacing).

- **Essay 1:** How will you contribute to the mission of the City of Las Cruces Utilities?
- **Essay 2:** What experiences have you had or activities have you participated in that have prepared you to work with a diverse population?
- **Essay 3:** Please discuss your commitment to pursue a career in the Water and/or Wastewater industry.

APPLICATION STATUS

Applicants will receive a receipt of submission once the application has been successfully submitted via email within the week of submission. It is the applicant's responsibility to ensure that the entirety of the application and supporting documents are accurately submitted.

Once the application has been submitted, applicants may request an opportunity to make edits to their application and resubmit their application by the application deadline (May 31, 2022). The ability to resubmit an application will be denied after the application deadline. Applications not resubmitted by this deadline will not be considered for an award. No exceptions will be made in cases where an applicant fails to resubmit an edited application.

Applicants who are no longer interested in receiving a Las Cruces Utilities Internship Program award may withdraw their application at any time prior to the contract being countersigned by the Utilities Director or designee. To do so, applicants should formally notify the Utility Director to withdraw in writing.

NOTIFICATION OF AN AWARD

Individuals selected for an award will be notified by email/letter prior to the end of the semester. To accept the award, an applicant must respond by the deadline in the notice of award email/letter. If the applicant does not respond to the Las Cruces Utilities Internship Program by that deadline, the offer of award expires and will be offered to an alternate. Applicants who respond by the deadline will be asked to sign the Las Cruces Utilities Internship Program contract, and complete associated Internship paperwork in Human Resources.

Individuals selected for an award who decide not to accept the award may decline the Internship support without penalty, which permits the promotion of alternates. Once an applicant declines the offer of award, the award will be offered to an alternate. There will not be any opportunities to reclaim the award. A decision to decline the Internship award is final and cannot be changed under any circumstances. An applicant who declines an award may apply in the next application cycle.

Applicants who do not receive an Internship award will be notified no later than July 1, 2022.

RESOURCES FOR APPLICANTS

There are many online resources for applicants, in addition to requesting assistance from peers, mentors, and school advisors.

DEFINITIONS

ADMINISTRATIVE OFFSET: For Interns who receive subsequent funding under the Las Cruces Utilities Internship Program, overpayments of Internship benefits may be collected through administrative offset. The Las Cruces Utilities Internship Program may withhold Internship funds payable to, or on behalf of, the Intern (including stipends, Other Reasonable Costs, and if necessary, tuition/fees payments) until the overpayment is paid in full. Administrative offset is not a repayment option for Interns who wish to terminate a contract.

DEFAULT OF SERVICE OBLIGATION: Failure for any reason to begin or complete the Las Cruces Utilities Internship Program Internship service obligation, including failure to comply with the terms and conditions of deferring or postponing the obligation for postgraduate training (See Breach of Contract on page 13).

ELIGIBLE FEES: fees that are charged by the school to all students pursuing a similar curriculum, and which the Utility Director determines are reasonable educational expenses.

FULL-TIME ENROLLMENT or FULL-TIME STUDENT: to be eligible to receive Internship benefits, Interns must be enrolled as full-time students. A full-time student is defined as a student enrolled for a sufficient number of credit hours in any academic term to complete the course of study within the number of academic terms normally required at the school. Please be advised that any courses that are not required to complete the qualifying degree program will not count towards the hours required for full-time status.

GOOD ACADEMIC STANDING: Maintain a 2.5 GPA and as defined by the institution's academic policies.

LEAVE-OF-ABSENCE: a period of approved absence from a course of study granted to a student by his or her training institution for medical, personal, or other reasons. The leave-of-absence is usually granted for a period of 1 year or less. When a leave-of-absence is expected, an Intern is required to notify the Las Cruces Utilities Internship Program Internship Program immediately and submit a letter from the school approving the leave-of-absence and indicating the start and end dates for the period

of the absence. Payment of tuition, fees and stipend are discontinued when an Intern is on an approved leave-of-absence and may be resumed when the student returns full-time to the course of study for which the Internship was awarded. The Other Reasonable Costs payment will be pro-rated for the period of the Leave of Absence within the school year pertaining to the Las Cruces Utilities Internship Program contract.

OTHER REASONABLE COSTS: Other Reasonable Costs is an annual payment provided to the Intern and is dependent on the school's costs. Other Reasonable Costs is paid directly to the Intern and is provided to assist in the payment of education-related expenses not covered under tuition and eligible fees.

OVERPAYMENT: Overpayments are Internship payments to an Intern or to a school on the Intern's behalf, while the Intern is on an approved leave of absence, enrolled as a less than full-time student, or is no longer enrolled in the Water Technology Program. Overpayment may also occur due to administrative error. An Intern receiving an overpayment must immediately contact the Las Cruces Utilities Internship Program, follow up in writing, and arrange to promptly return the overpayments to avoid interest accrual and debt collection procedures.

REPEATED COURSE WORK: Course work is considered repeated if the Las Cruces Utilities Internship Program has previously paid for the course.

SCHOOL YEAR: For all Interns, the school year is defined as all or part of the 12-month period from August 1 through July 31 during which an Intern is enrolled in a school as a full-time student.

STIPEND: The bi-weekly paycheck while pursuing a Water Technology Degree.

SUSPENSION: A temporary status. The basis for a suspension would be a personal situation that **1)** would make it temporarily impossible to continue the service obligation or pay the monetary debt, or **2)** would involve a temporary extreme hardship to the individual and enforcement of the service or payment obligation would be against equity and good conscience.

WAIVER: A waiver permanently relieves the Intern of all or part of the Las Cruces Utilities Internship Program obligation. A waiver may be granted where compliance with the Las Cruces Utilities Internship Program obligation **1)** is permanently impossible, or **2)** would involve extreme hardship and if enforcement would be against equity and good conscience.