

Riverside City College
Learning-Aligned Employment Program
Employer Agreement

This Employer Agreement (Agreement) is created pursuant to Education Code section 69958(b) between **Riverside City College** (Institution) and

_____ (Employer).
Effective Date: _____ Termination Date: _____

The Learning-Aligned Employment Program (LAEP) offers eligible students at participating California public colleges and universities the opportunity to earn money to help defray their educational costs while gaining education-aligned, career-related employment. Please visit www.csac.ca.gov/laep for more information and resources.

The agreement shall be subject to the availability of funds to the Institution for the portion of the student's compensation not to be paid by the Employer.

Evaluation of the LAEP Position

The following required conditions must be met for the duration of the Agreement for all LAEP student participants. Each learning-aligned employment position shall be reviewed by the appropriate Institution staff to determine whether it satisfies all of the following conditions:

- a. The position is educationally beneficial or related to a particular career interest or the exploration of career options available to students at the Institution.
- b. The work performed by the student shall not be related to the activities of any sectarian organization or to any partisan or nonpartisan political activities.
- c. The employment of a learning-aligned employment student shall not displace workers currently employed by the Employer or impair existing contracts for services.
- d. The learning-aligned employment position shall not violate any applicable collective bargaining agreements or fill any vacancies due to a labor dispute.
- e. The position must be at a public school operated by school districts, county superintendents of schools, the Department of the Youth Authority, or the Department of Education. No more than 90% compensation will be provided using LAEP program funds. Remaining compensation and costs other than wages must be provided by a source other than LAEP program funds.
- f. The student shall be paid at a comparable rate to that paid for comparable positions within the Employer. If the employing organization has no comparable position, the student shall be paid at a rate comparable to that paid by other organizations in the field for work involving comparable duties and responsibilities. The positions shall be compared on the basis of the nature of the work performed and the background and skills required for the position, and not upon the employee's part-time or student status.
- g. The number of hours of learning-aligned employment the student is allowed to work shall be determined by the Institution in accordance with its standards and practices, taking into consideration the extent of the student's financial need and the potential harm of the combination of work and study hours on a student's satisfactory academic progress. The Employer shall provide the Institution with an accurate accounting of hours worked and wages earned.

- h. The total compensation received by the student pursuant to LAEP shall not exceed the total amount authorized by the Institution (award divided by rate of pay).
- i. The Employer shall provide the student with reasonable supervision.
- j. The Employer will not employ the student until approval from the RCC Student Employment office has been received.
- k. LAEP funds shall not supplant any state, federal, or Institutional funds used to support existing paid positions for students in for-profit or nonprofit organizations.
- l. The organization will maintain workers' compensation insurance to cover the student employee for any injuries sustained while performing duties for the organization under this agreement.
- m. The organization will maintain commercial general liability insurance, auto liability insurance and/or garage liability insurance, as appropriate, to cover any claims damages, losses, causes of action or demands, or any other liability in connection with or in any manner arising out of the organization's performance of the work completed by the student employment agreement. **A copy of insurance must be submitted with this agreement.**

Invoicing and Payroll Reimbursement

- a) EMPLOYER will invoice RCC for reimbursement of **10%** of STUDENT EMPLOYEE'S earnings on a monthly basis, providing RCC copies of STUDENT EMPLOYEE'S timesheets, pay stub and EMPLOYER'S earnings record for STUDENT EMPLOYEE.
- b) EMPLOYER is responsible for all fixed charges and sick leave required by law for STUDENT EMPLOYEE'S including but not limited to workman's' compensation, employer portion of required taxes and unemployment insurance, SDI, etc....
- c) EMPLOYER must submit invoice and all relevant documents listed above in section (a) to RCCD monthly for all STUDENT EMPLOYEE'S by the 5th of the for the prior months 10% earnings owed.
- d) RCCD will commit to reimbursement of the 10% earnings owed within 30 days of invoice submittal.

Change in Status

A student's eligibility for LAEP will be reevaluated a minimum of once each academic term. If a student's status in areas that affect their eligibility has changed, continued eligibility for the program must be confirmed and, if appropriate, the student's participation in the program must be adjusted.

The Institution is responsible for monitoring each LAEP student participant's continued eligibility and for communicating any change in eligibility status to the Employer in a time frame which allows the Employer to make necessary adjustments.

Interview and Job Placement

Following execution of the Employer Agreement, the Employer may interview prospective students. The Institution shall provide the Employer and each applicant for the learning-aligned employment position with adequate information to facilitate the student's potential employment.

A student shall only be placed in an educationally beneficial position that relates to the student's area of study, career objective, or the exploration of career objectives.

If the requirements specified above have been met, the Employer may indicate their hiring preferences.

The Employer shall not discriminate between applicants on any basis prohibited by state or federal law, or subject any applicant to any other discriminatory practices prohibited by state or federal law.

Addendum

Organization is to provide Institution with a work order request, to be attached to this Agreement as Exhibit A, which will be signed by both parties. The request is to include the following information:

- 1) A "Job Request Form" for each position available for the students and the location/street address for each position
- 2) An "Authorized Signature Form" notifying the Institution of who is authorized to sign paperwork and timesheets
- 3) The total number of students to be employed by Organization
- 4) The name of the on-site supervisor for each job title
- 5) The maximum number of hours per week each student will be scheduled to work
- 6) The total length of time each position is to run (i.e., 6 weeks, 3 months, etc.)
- 7) A brief description of any performance expectations of the student while at work
- 8) Vendor Set Up Forms:
 - a. Vendor Maintenance Information Form
 - b. Vendor Purchase Order Requirement Policy and Acknowledgement form
 - c. W-9 Form
 - d. CA Form 587

Indemnification/Hold Harmless

- The parties do hereby mutually agreed to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants and employees, of and from any and all liability claims, demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorney's fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this Agreement by such indemnifying party, or its officers, agents, servants and employees, but only in proportion to and to the extent such liability, claims, demands, debts, suits, actions, causes of action, or attorney's fees are caused by or result from the negligent or intentional acts or omissions of the indemnifying party.
- **Termination**
 - This Agreement may be terminated by either party with ten (10) days advanced notice in writing to the other party.
- **Entire Agreement**
 - This is the entire Agreement of the parties. No representations, inducements, promises, or agreements, orally or otherwise, have been made by anyone acting on behalf of either party, which is not stated herein. Any other Agreement or statement of promises, not contained in this Agreement, shall not be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.
- **Law**
 - This Agreement will be governed by and construed in accordance with the laws of the State of California.

Notice

Any notice required or permitted by this agreement shall be sent to the parties via U.S. mail or email at the addresses shown below. Either party may change its address by written notice to the other during the term.

Riverside City College

Staff Contact (LAEP Coordinator or other)

Office

4800 Magnolia Avenue

Riverside, CA 92506

Phone number:

Email Address:

Employer: _____

Staff Contact Name: _____

Title: _____

Address: _____

Phone number: _____

Email address: _____

This agreement shall be renewed upon written confirmation of both parties at least once per year.

Employer must resubmit each academic year to renew as an approved employment site.

Agreed

Signature

<Insert name of President here>

President

Riverside Community College District

On behalf of Riverside City College

Date

Signature of Administrator

Print Name

Title

Name of Organization

Date