



SAN DIEGO COMMUNITY COLLEGE DISTRICT

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Learning-Aligned Employment Program Employer Agreement

Thank you for showing interest in collaborating with San Diego Community College District's (SDCCD) Learning-Aligned Employment Program (LAEP) at **San Diego X College**. The Learning-Aligned Employment Program (LAEP) is a state work-study program that offers eligible students the opportunity to earn money to help cover their educational costs while gaining education-aligned, career-related employment. Your participation will create opportunities and experiences to strengthen students' career learning, prepare them, and build professional habits.

Below is an itemized list of documents that must be completed and returned.

- Completed Employer Agreement
 - Detailed Job Description(s) for each proposed student position
 - W-9 (Off Campus)
 - Certificate of Insurance (if applicable)
1. **LAEP Employer Agreement** - An Employer Agreement between the institution and employer is required for all LAEP positions in which the employer is not the institution. The Institution and Employer must execute an Employer Agreement prior to the employer considering students for employment.
 2. **Addendum: LAEP Student Participation** – An addendum with the requirements for each student (e.g. max hours and compensation)

If you have any questions, please contact the _____. Thank you again for your interest in collaborating with San Diego Community College District's (SDCCD) Learning-Aligned Employment Program (LAEP) at **San Diego X College**.



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Learning-Aligned Employment Program (LAEP) Employer Agreement

Please complete this checklist to ensure accuracy and timeliness in the processing of your Learning-Aligned Employment Program (LAEP) Employer Agreement.

Please complete and return the following documentation:

- Completed Employer Agreement Forms
- Detailed Job Description(s) for each proposed student position
- W-9
- Certificate of Insurance (if applicable)

Employer Information

Name of Organization: _____

Address: _____

Staff Contact Name: _____

Email Address: _____ Phone Number: _____

Industry: _____ Staff Position/Title: _____

Employer Type

Please indicate one (1) employer type below. Note that per California Education Code Section 69952, the following entities are those eligible to participate in the Learning Aligned Employment Program. Employers that do not meet the descriptions below are not eligible.

- Research center or other institution operated by [Institution Name] whose learning-aligned employment opportunities provide participating students with direct opportunities to participate in research.
- Public school operated by a school district, county superintendent of schools, the Department of the Youth Authority, or the Department of Education. Administrative offices of school districts, county superintendents, etc., are not eligible employers. The job must be at a public school campus.
- Nonprofit nonsectarian, nonpolitical organization or corporation licensed to conduct business in California.
- For-profit nonsectarian, nonpolitical organization or corporation licensed to conduct business in California.



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Employer Agreement

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.

Per CEC 69958(b), once the public postsecondary educational institution has identified a learning-aligned employment position, the employer and the institution shall execute a written agreement that confirms the employer's eligibility to participate in the program and its willingness to comply with all program requirements and specifies the responsibilities of each of the parties. The agreement shall be subject to annual renewal by mutual agreement of the institution and the employer.

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.

This Employer Agreement (Agreement) is between **[Institution Name]** (Institution) and

_____ (Employer).

Effective Date: _____

Termination Date: _____

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 institutional 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 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.
- f. 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.
- g. The total compensation received by the student pursuant to LAEP shall not exceed the total amount authorized by the Institution.
- h. The Employer shall provide the student with reasonable supervision.



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- i. 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.

Campus employers only: Research centers and institutions operated by the Institution may employ LAEP students if their learning-aligned employment opportunities provide participating students with direct opportunities to participate in research. As with any LAEP position, 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.

Funding and Student Compensation

Funding to the student is dependent on placement and employer type.

- For LAEP funded placements within public educational institutions or nonprofit corporations, LAEP may provide up to **90%** of the student's compensation. [CEC 69962(a)(1)(A)]
- If the direct employer is the University of California, the California State University, the California Community Colleges, or one of its respective campuses, the program may provide up to **100%** of the student's compensation. [CEC 69962(a)(1)(B)]
- For LAEP funded placements within for-profit companies, the program may provide up to **50%** of the student's compensation. [CEC 69962(a)(2)]

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 listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code, or subject any applicant to any other discriminatory practices prohibited by state or federal law.

Indemnification by Employer

To the extent authorized by law, the Employer shall indemnify, hold harmless and defend San Diego Community College District (**San Diego City College, San Diego Mesa College, San Diego Miramar College**), its officers, agents, and employees against any and all claims and liability for workers' compensation benefits by students employed by Employer which arise within the course and scope of the students' employment for Employer, and against all liability, claims, losses, demands, or actions for injury to or death of persons or damage to property arising out of or in consequence of this Agreement provided such liability, claims, losses, demands or actions for injury to or death of persons or danger to



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property due to the acts of omissions of the Employer, its officers, agents or employees in the performance of this Agreement.

Addendum

The following information specific to each individual student participant will be included in LAEP Student Participation Addendum(s) and will supplement this agreement. The Employer must provide to the Institution an Addendum for each student employed prior to the student beginning work. At minimum, the LAEP Student Participation Addendum will include the following for each student participant:

- Student name
- Position name
- Supervisor name and contact information
- Term of employment
- Rate of compensation
- Maximum total compensation allowable
- Maximum hours per week and maximum total hours

Notice

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

INSTITUTION NAME

Staff Contact (LAEP Coordinator or other)

Office

Address 1

Address 2

Phone number:

Email Address:

Employer: _____

Staff Contact Name: _____

Title: _____

Address: _____

Phone number: _____

Email address: _____

Renewal



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

If wishing to renew please contact the _____. Thank you again for your continued collaboration with San Diego Community College District's (SDCCD) Learning-Aligned Employment Program (LAEP) at San Diego X College.

Agreed

INSTITUTION NAME

Employer

Name and position of signer for the Institution

Signature

Date

Print name and title

Date

Note for institutions: Please edit and customize this LAEP Employer Agreement [template](#) according to your institution's policies and procedures. [Highlighted sections indicate text that institutions should edit and customize before using the Employer Agreement. Text that is not highlighted should be retained in the document to ensure compliance with sections 69950-69969 of the California Education Code.](#)



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Learning-Aligned Employment Program

Employer Agreement Addendum

**To be filled out by Institution or LAEP Coordinator*

[Institution Name] (Institution)

Employer: _____ (Employer)

Date: _____

Student name: _____

Position name: _____

Supervisor name: _____

Supervisor contact information (email and/or phone number): _____

Term of employment: _____ to _____

Rate of compensation: \$ _____ per hour

Maximum total compensation allowable (total) to be paid up to _____ % by LAEP funds (payment by the Institution to the Employer during the term of employment shall not exceed): \$ _____

Additional compensation above the identified amount may only be paid out of Employer funds.

The student's working hours during the term of employment shall not exceed:

Maximum hours per week: _____ Maximum total hours for the term of employment: _____