



## 2022-2031 LEARNING-ALIGNED EMPLOYMENT PROGRAM AGREEMENT

Name of Institution: Chabot College

Address of Institution: 25555 Hesperian Blvd, Hayward, CA 94545

Office of Postsecondary Education Identification (OPE ID) Number: 001162

**Name, mailing address and email address:**

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California Student Aid Commission

Program Administration & Services Division

Learning-Aligned Employment Program

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Execution of this Agreement is mandatory for participation in the California Student Aid Commission's Learning-Aligned Employment Program.

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## ARTICLE I – PARTICIPATION

The California Student Aid Commission (“Commission”) and

### Chabot College

\_\_\_\_\_ , hereafter referred to as the “Institution,” agree to the terms contained in this Learning-Aligned Employment Program Agreement (“Agreement”).

This Agreement governs the terms and conditions of the Institution’s eligibility to participate in the Learning-Aligned Employment (LAE) Program. If the Institution fails to comply with the administrative, fiscal and information security responsibilities set forth in this Agreement, this Agreement and the Institution’s participation in the LAE Program may be terminated.

In the event of any inconsistency between any of the provisions of this Agreement and applicable federal or state law or regulation, the law or regulation shall prevail over the conflicting provision and the remaining provisions of this Agreement shall remain in full force and effect.

## ARTICLE II – GENERAL PROVISIONS

- a. The Institution certifies it is a campus of the University of California, the California State University, or the California Community Colleges currently eligible to participate in state-funded student financial aid programs.
- b. The Institution agrees to use LAE Program funds transferred to it solely for the purposes specified, and in accordance with the provisions set forth in the respective program statutes, federal and state regulations and procedures, the Commission’s website, Grant Operation Memos (GOM), Grant Special Alerts (GSA), and this Agreement.

- c. The Institution agrees to maintain a current designation of individuals in Grant Delivery System (GDS) and the WebGrants System (WebGrants) who are responsible for coordinating and communicating with the Commission on matters related to the provisions of this Agreement.
- d. The Institution agrees to make available at the time of program compliance review, or at any time at the request of the Commission staff, any records and personnel related to the administration of the LAE Program.
- e. The Institution agrees that it is subject to and must comply with all current and applicable federal and state law and regulations in its implementation of the terms of this Agreement. The Institution agrees that noncompliance with any of these provisions may result in the termination of this Agreement and the privileges afforded under it.
- f. The Institution agrees to notify the Commission of suspected fraud if the activity involves LAE Program student participants or funds.
- g. Administration of the LAE Program is an Institution-wide responsibility. Student information in the possession of any office or division of the Institution constitutes information in the possession of the Institution. The Institution agrees to manage and coordinate information on LAE Program funds and student participants, among all offices (i.e. financial aid office, accounting/bursar's office, registrar's office, admissions office, third party services, district and county offices, etc.)
- h. The Institution agrees to make information available to the respective office of the President of the University of California, the office of the Chancellor of the California State University, or the office of the Chancellor of the California Community Colleges so that the office can compile data regarding the population served by the program by their respective campuses during each fiscal year and provide the data to the Commission. This information includes, but is not limited to, funding expended, student demographic information and information used to identify and match student records for the purpose of program evaluation, including student participation, prioritization used, field of study, academic credit, form of employment, and type of employer.
- i. The Institution agrees to make information available to the respective office of the President of the University of California, the office of the Chancellor of the California State University, or the office of the Chancellor of the California Community Colleges to allow the office to review the administrative practices and ensure compliance with program requirements.
- j. The Institution is strongly encouraged to develop competency-based educational opportunities in order to grant academic credit for work performed in a LAE position. It shall be the sole responsibility of the Institution to designate policies and procedures in the matter of granting academic credit.
- k. The Institution agrees to use no more than 5 percent of the funds it receives under the program for its costs for administering the program.
- l. The Institution agrees to annually reconcile and report to the Commission its total LAE Program fund expenditures, including student compensation and administrative cost allowance no later than September 30.

- m. The Institution agrees that LAE Program payments cannot be made for work performed after June 30, 2031 and agrees to return any unused LAE Program funds, including remaining interest earned, to the Commission no later than September 30, 2031.

### ARTICLE III – INSTITUTIONAL RESPONSIBILITIES – STUDENT ELIGIBILITY

- a. To participate in the LAE Program, a student must have been determined eligible for the LAE Program by the Institution. An underrepresented student satisfying all of the following criteria shall be eligible to participate:
  - 1. Enrollment or acceptance for enrollment as at least a half-time undergraduate student at the Institution.
    - A. A student enrolled in a teacher credential program is eligible to participate in the LAE Program. The student's enrollment status will be calculated based on the units in the teacher credential program only.
    - B. Half-time enrollment is determined by the Institution, in accordance with institutional financial aid policy.
    - C. To be eligible to participate in the summer Learning-Aligned Employment program, a student must also be enrolled at least half-time in summer courses required for completion of a degree or certificate, or be accepted for enrollment on at least a half-time basis for the following normal academic term.
  - 2. State of California residence pursuant to Part 41 of the Education Code (Education Code section 68000, et seq.)
  - 3. Demonstrated maintenance of satisfactory academic progress in a program leading to a degree or a certificate, as determined by the Institution, applying standards of eligibility for federal financial aid.
  - 4. Demonstrated financial need, as determined by the financial aid office of the Institution pursuant to the methodologies approved by the United States Department of Education for use in awarding funds provided under Title IV of the federal Higher Education Act of 1965, as amended. If individual circumstances affect the ability of the student or the student's family to contribute to the student's total financial resources, the financial aid administrator may make reasonable individualized adjustments to the computed total applicant resources.
  - 5. Eligibility to work in the United States.
- b. "Underrepresented" students shall include first generation college students, low-income students, students who are current or former foster youth, homeless students or those at risk of becoming homeless, students with disabilities, displaced workers, students with dependent children, formerly incarcerated students, undocumented students, students meeting the requirements of Assembly Bill 540 of the 2001–2002 Regular Session of the Legislature, and students who are veterans.

- c. 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.
- d. Prioritization of Student Participants
  - 1. The Institution shall prioritize for available learning-aligned employment opportunities under the program an eligible student participant who is:
    - A. a first-generation college student, or
    - B. a current or former foster youth, or
    - C. homeless, or at risk of being homeless.
  - 2. The Institution shall further prioritize for available learning-aligned employment opportunities an eligible student participant meeting this priority criteria who is also majoring in a science, technology, engineering, or mathematics (STEM) discipline.
- e. Change in Status
  - 1. If a student's status in areas that affect his or her eligibility has changed, continued eligibility for the program must be confirmed and, if appropriate, the student's participation in the program must be adjusted.
  - 2. The Institution is responsible for monitoring each LAE student participant's continued eligibility and for communicating any change in eligibility status to the appropriate employer in a time frame which allows the employer to make necessary adjustments.

#### ARTICLE IV – INSTITUTIONAL RESPONSIBILITIES – EMPLOYERS

- a. The following entities are eligible to employ students participating in the program:
  - 1. Research centers and institutions operated by public postsecondary educational institutions, if their learning-aligned employment opportunities provide participating students with direct opportunities to participate in the research that is undertaken by the respective research centers and institutions.
  - 2. Public schools operated by school districts, county superintendents of schools, the Department of the Youth Authority, or the California Department of Education.
  - 3. Nonsectarian, nonpolitical organizations or corporations, whether nonprofit or for-profit enterprises, licensed to conduct business in the state.
- b. The Institution agrees to include and emphasize opportunities for students with employers that are capable of providing them with full-time employment opportunities after graduation, or opportunities to connect with other employers that are capable of providing them with full-time employment opportunities after graduation, within their areas of study.

- c. The Institution agrees to collaborate with local employers to identify learning-aligned employment opportunities that are located near the Institution, aligned with the areas of study offered by the Institution, and aligned with an eligible student's area of study. The institution may offer remote work opportunities that afford similar opportunities for students.
- d. The Institution agrees that 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.
- e. Each position in which a student participant is placed shall be educationally beneficial or related to a particular career interest or the exploration of career options.
- f. Each LAE position identified by the Institution shall be reviewed by the appropriate staff to determine whether it meets all of the following conditions:
  - 1. The position is educationally beneficial or a particular career interest or the exploration of career options.
  - 2. The work performed by the student participant shall not be related to the activities of any sectarian organization or to any partisan or nonpartisan political activities.
  - 3. The employment of a student participant shall not displace workers currently employed by the participating employer, or impair existing contracts for services.
  - 4. The employment of a student participant shall not violate any applicable collective bargaining agreements, or fill any vacancies due to a labor dispute.
  - 5. The student participant shall be paid at a comparable rate to that paid for comparable positions within the employing organization. If the employing organization has no comparable position, the student participant 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. In no event shall the student be paid less than the California minimum wage.
  - 6. The number of hours the student participant 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 participant's financial need and the potential harm of the combination of work and study hours on the student participant's satisfactory academic progress. The employer shall provide the Institution with an accurate accounting of hours worked and wages earned.
  - 7. The total compensation received by the student participant from LAE Program funds shall not exceed the total amount authorized by the Institution.

8. The Institution shall require the employer to provide the student participant with reasonable supervision.
9. Funds appropriated under this article shall not supplant any state, federal, or institutional funds used to support existing paid positions for students in profit or nonprofit organizations.
- g. The Institution agrees to work to develop partnerships with employers willing to contribute resources toward a percentage share of student compensation to be paid by the employer and by the program, respectively.
- h. The Institution agrees that if the direct employer for the learning-aligned employment position is:
  1. a public educational institution or nonprofit corporation, the LAE Program shall provide no more than 90 percent of the student's compensation.
  2. the University of California, the California State University, the California Community Colleges, or one of its respective campuses, the LAE Program may provide 100 percent of the student's compensation.
  3. a for-profit employer, the LAE Program shall provide no more than 50 percent of the student's compensation.

## ARTICLE V – COMMISSION'S RESPONSIBILITIES

The Commission shall

- a. Maintain the GDS, WebGrants system and other LAE Program interface.
- b. Develop and post on its internet website any necessary programmatic policies and guidelines to assist participating employers and public postsecondary educational institutions to operate the program.
- c. Allocate and disburse LAE Program funds to the Institution at the beginning of the academic year based on its share of students receiving a federal Pell Grant in the most recent prior fiscal year for which data is available.
- d. Develop processes to facilitate the monitoring of institutional expenditures to ensure proper allocation and use of program funds.
- e. Provide the Institution with information, training, and ongoing assistance with respect to the Institution's participation in the administration of the LAE Program, and consult with the financial aid community on a regular basis or as needed.
- f. Develop processes to facilitate the Institution's compliance with the priorities stated in Section 69959.
- g. Notify the Institution of any LAE Program changes due to statute and/or procedure through GOMs and GSAs.

## ARTICLE VI – FISCAL MANAGEMENT AND PAYMENTS

- a. The Institution agrees to maintain written policies and procedures governing the administration and processing of LAE Program funds under this Agreement.
- b. The Institution agrees to use and retain program and fiscal records that demonstrate Institutional and student eligibility, and that document the accuracy of payments reported and the right of the Institution to receive or retain payments made by the Commission. The Institution shall retain these records for a period of three (3) years following the last day of the academic year for which the payment was expended or until outstanding audits are resolved, whichever is later.
- c. The Institution agrees to establish and maintain a written payment policy for the LAE Program, if different from the standard disbursement policy used by the Institution.
- d. For each learning-aligned employment position, the Institution agrees to maintain all necessary records, including, but not limited to, need analysis documents, job descriptions, employer agreements, financial aid award documents, time sheets, and records of payments provided to the student.
- e. The Institution agrees that all LAE Program funds constitute State funds, owned by the State, and held in trust for the State, until the funds are withdrawn to be applied to the administration of the LAE Program or paid to an eligible LAE student participant.
- f. The Institution agrees to maintain a current designation of individuals who are responsible for LAE Program account maintenance through adherence to Generally Accepted Accounting Principles (GAAP). The Institution also agrees to maintain a separation of function/duties between individuals who authorize and disburse LAE Program funds so that no one individual is responsible for both functions.
- g. The Institution agrees to maintain an accounting system that conforms to GAAP that includes such items as, but is not limited to, cash receipts and payment journals, bank account reconciliation, evidence of receipt of LAE Program funds, payment of LAE Program funds to recipients, and all other accounting records necessary to account for all transactions. All LAE Program funds must be properly recorded and allocated to the appropriate award year for which the funds were paid.
- h. Institutions may hold LAE Program funds in a separate bank account or may commingle LAE Program funds with funds from other sources, but must identify the LAE Program funds through a subsidiary ledger.
  1. Absent a separate bank account, the Institution must ensure that its accounting records clearly reflect that it identifies LAE Program funds as readily as if those funds were in a separate account; and
  2. The Institution must identify earnings on LAE Program funds in the Institution's bank or investment account.



3. A bank account in which LAE Program funds are held must be an account at a financial institution with a presence in California whose accounts are insured by the Federal Deposit Insurance Corporation.
  - i. Any interest earned on LAE Program funds must be used solely for the purposes specified in this agreement.
  - j. If this Agreement is terminated, the Institution agrees to return any unused funds or pay any outstanding funds immediately.

## ARTICLE VII – INFORMATION SECURITY

The Information Security components of this Agreement are to control access to the Commission’s information processing facilities and data by the Institution, as well as require (per Federal Trade Commission Safeguards Rule) certain levels of Information Security and privacy compliance for Institutions that access, retrieve, store, use, modify, or delete Commission data. For purposes of this Agreement, all non-public personal information, Personally Identifying Information and financial information shall be identified as “confidential information.”

### **Information Security – Institutional Responsibilities**

The Institution will comply with all applicable federal, state, and local information security, confidentiality and privacy laws and regulations, Commission policies and requirements pertaining to the proper access, creation, modification, handling, storage, transfer, transmission, dissemination, sharing or destruction of confidential information maintained on the Commission’s GDS or WebGrants and/or pertaining to the Commission, its programs, and its program applicants and/or recipients.

The Institution will additionally abide the following requirements as condition of access to the Commission’s data and network. The Commission reserves the right to monitor or revoke access to the Commission’s network and data by the Institution or individual staff member(s).

### **Institution’s Administrative Authorization for Access and Roles/Responsibilities**

- a. The Institution will maintain a historical record that identifies to the Commission the individual(s) with access to the Commission’s network or who creates or updates GDS WebGrants transactions with the Commission’s data.
- b. The Institution will designate a single individual as the Authorized Official (AO), who will then designate a maximum of two other individuals as the Institution’s System Administrators (SA).
- c. The Institution’s AO will grant authority to the Institution’s SA(s) to create or disable individual user accounts for that Institution’s staff to access the Commission’s network and data. The AO shall not have authorization to access GDS or WebGrants.
- d. The AO and SA(s) will be required to submit an accurate and complete “Information Security and Confidentiality Agreement” and “System Administrator’s Access Requests Form” to the Commission before access to the Commission’s network and data is

granted. If the AO and SA(s) are different at each campus, separate "Confidentially Agreement" and "System Administrator's Access Request Form(s)" must be completed and sent to the Commission. Copies of this documentation shall also remain at the Institution.

- e. The "Information Security and Confidentiality Agreement" and "System Administrator's Access Request Form" must be renewed annually. Users will lose access to the Commission's network and data if the renewal forms are not submitted annually.
- f. Any change in the designation of the Institution's AO or SA(s) will require that a new "Information Security and Confidentiality Agreement" as well as new copies of the "System Administrator's Access Request Form" be sent to the Commission immediately. Copies of this documentation shall also remain at the Institution.
- g. The Institution's SA(s) will immediately deactivate the password and user identification (ID) numbers of any employee or agent of the Institution whose change in employment status or duties no longer requires access to the Commission's network or data. Copies of this documentation shall remain at the Institution.
- h. The Institution's SA(s) will ensure that all Institution employees or agents who require GDS or WebGrants access will sign a "WebGrants System Administrators Access Request" prior to being granted access to the GDS or WebGrants. Such access will be granted for a period of time not to exceed one (1) year, and shall be renewed upon completion of either an annual Commission-supplied or Institution-supplied training in areas of information security, privacy and confidentiality. Copies of this documentation shall remain at the Institution.

### **Essential Practices in Promoting and Implementing Information Security**

- a. Passwords and user IDs are to be treated as confidential information. Employees or agents of the Institution shall not share passwords and IDs. Passwords will be changed on a regular basis, as required by the Commission.
- b. Confidential Commission data or assets that are no longer required for use by the Institution, are not required for the Commission to conduct compliance reviews or are determined by the Commission to be subject to return or destruction, shall be returned or destroyed in a secure manner, ensuring that no reconstruction or derivation of the data, media or materials is possible according to the California Civil Code Section 1798 et seq; Government Code Section 6250 et seq. and the State Accounting Manual (SAM) Chapter 5300.
- c. The Institution shall establish training programs and acceptable use policies for Institution employees regarding information security, privacy and confidentiality to include Commission data.
- d. The Institution will establish and enforce policies to ensure that Commission data and GDS or WebGrants access are conducted from secured systems on-site within the Institution, or via secure networks from offsite locations. Offsite locations shall have encrypted hard drives and storage devices and shall not provide a bridging capability from unsecured networks into Commission networks. Offsite access to GDS or WebGrants must be accessed through equipment authorized, owned, and managed by the Institution.

- e. The Institution will notify the Commission immediately of any security, integrity or confidentiality incident(s) involving Commission data or network exposure by contacting the Commission's ITS Help Desk at 1-888-294-0148. Such incidents may include, but are not limited to unauthorized or accidental modification, destruction, disclosure, loss, or access to automated files and databases, as well as incidents involving loss, damage or misuse of information assets. Such incidents shall be followed up with a written report of the incident, signed by the AO and the Institution's Chief Executive Officer and submitted to the Commission's Information Security Officer (ISO) within ten (10) business days after the Institution's awareness of the incident.
- f. No Commission data or assets shall be transferred to or shared by the Institution with any third party without express written permission by the Commission's ISO. Verification of individual data with the respective individual or their lawfully designated agent(s) is permissible.
- g. To the extent authorized by law the Institution will accept liability for any direct or consequential damages to the Commission, its network or data, caused by the negligence or intentional misconduct of itself, its employees or agents.
- h. The Institution will ensure that information transmitted electronically or otherwise to the Commission has been examined and is complete and accurate to the best of its knowledge.
- i. No unencrypted email containing confidential data shall be sent to the Commission.
- j. All storage media or electronically transferred correspondence sent between the Institution and the Commission containing confidential data must be encrypted or transferred via an encrypted communications session. Passwords, decryption devices, or decryption methods required to access the data must be sent separately via a different communications method.

### **Information Security – Commission's Responsibilities**

The Commission will comply with all applicable federal, state and local information security, confidentiality and privacy laws, regulations, Commission policies and requirements pertaining to the proper access, creation modification, handling, storage, transfer, transmission, dissemination, sharing or destruction of confidential information pertaining to the Institution.

- a. Account changes submitted by the Institution will be reviewed, acknowledged and incorporated within three (3) business days.
- b. The Commission shall require that passwords be changed on a regular basis.
- c. The Commission shall issue periodic communications to address Information Security concerns.
- d. The Commission will ensure that information transmitted electronically or otherwise to the Institution is complete and accurate to the best of its knowledge.

- e. No faxes of unencrypted email containing confidential data shall be sent to the Institution.
- f. All correspondence transferred electronically or on storage media between the Commission and the Institution containing confidential data must be encrypted or transferred via an encrypted communications session. Passwords, decryption devices, or decryption methods required to access the data must be sent separately via a different communications method.
- g. The Commission will periodically audit the security-related records of the Commission and the Institution to ensure that proper levels of access to the Commission's data and networks by proper individual(s) are correct, current, and complete.

## ARTICLE VIII – CORRECTIVE MEASURES

- a. If the Commission determines, whether through a program compliance review or other inquiry, that an Institution has failed to substantially comply with its obligations under this Agreement, the Commission may take action to implement corrective measures in an attempt to bring the Institution into compliance with this Agreement. Corrective measures which may be implemented include, but are not limited to:
  - 1. The Commission may require that the Institution implement policy or procedural changes to ensure appropriate administration of the LAE Program and protection of State funds.
  - 2. The Commission may require that the relevant Institution staff participate in and complete training related to areas of noncompliance.
- b. The Commission may terminate an Institution's Agreement and thereby terminate the Institution's participation in the LAE Program when all attempts to bring the Institution into compliance are unsuccessful.

## ARTICLE IX – AGREEMENT DURATION

This Agreement is effective when it is executed by the Commission. It supersedes any prior Agreements executed between the Commission and the Institution for purposes of the LAE Program.

- a. The Agreement automatically terminates with any of the following occurrences:
  - 1. The Institution closes or stops providing eligible educational programs.
  - 2. The Institution's federal Program Participation Agreement is terminated.
  - 3. The Institution's President/Chief Executive Officer/Chancellor requests termination of this Agreement in writing.

b. The Commission may terminate this Agreement for the following reasons, including but not limited to:

1. The Institution fails to comply with the terms of this Agreement.

## ARTICLE X – CERTIFICATION

I certify that the Institution acknowledges its willingness to administer the Learning-Aligned Employment Program pursuant to Education Code sections 69950-69969 and guidance developed by the Commission, in consultation with the office of the President of the University of California, the office of the Chancellor of the California State University, and the office of the Chancellor of the California Community Colleges.



6-28-22

Signature: President/Chief Executive Officer/Chancellor

Date

of the Institution

Dr. Susan Sperling, College President

Type or print name and title

Signature: Deputy Director

Date

Program Administration and Services Division

California Student Aid Commission