



2022-2031 LEARNING-ALIGNED EMPLOYMENT PROGRAM AGREEMENT

Name of Institution: Las Positas College

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For assistance please contact:

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 **Las Positas 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.