

**CONTRACT NAME: MEMORANDUM OF UNDERSTANDING BETWEEN
SACRAMENTO COUNTY OFFICE OF EDUCATION AND DAVIS JOINT UNIFIED
SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: The Davis Adult and Community Education is a member of the Capital Adult Education Regional Consortium, which requires all member districts to approve the annual consortium MOU. This MOU documents the relationship and articulates roles and responsibilities between the Capital Adult Education Regional Consortium (CAERC) fiscal agent, Sacramento County Office of Education, and DJUSD. The term of this agreement is from July 1, 2018 through June 30, 2021.

FISCAL IMPACT: Any expenses associated with this agreement are included in the approved budget.

Memorandum of Understanding (MOU) # 18-D-DJ
Between
Sacramento County Office of Education (SCOE)
and
Davis Joint Unified School District

Term of Agreement – July 1, 2018 through June 30, 2021

I. Purpose and Parties

The purpose of this MOU is to document the relationship and articulate roles and responsibilities between the Capital Adult Education Regional Consortium (CAERC) fiscal agent (SCOE) and each of the CAERC members. This Memorandum of Understanding is entered into between Sacramento County Office of Education (SCOE) and Davis Joint Unified School District. Davis Joint Unified School District and SCOE hereby agree to the following terms of this MOU. Davis Joint Unified School District is a member of CAERC. Davis Joint Unified School District hereinafter referred to as “CAERC Member.”

II. Background

AB 86 Planning Grant

The 2013-14 State Budget, under the auspices of Assembly Bill 86, appropriated \$25 million to the California Community College Chancellor’s Office (CCCCO) to provide funding for two-year adult education planning and implementation grants. AB 86 supported the development of regional adult education consortium plans that focus on expanding and improving opportunities for education and workforce services for adults. From July 1, 2013 to December 31, 2015, AB 86 consortia, consisting of K-12 school districts, community college districts, and other partners developed regional education and workforce service plans for adults.

AB 104 Adult Education Block Grant

On June 24, 2015 Governor Jerry Brown signed AB 104 into law. The 2015-16 year represented the transition period from the planning that took place with AB 86 to the actualization of the Adult Education Block Grant (AEBG). The 2015-16, 2016-17 and 2017-18 State Budgets included \$500 million in new funding for seven authorized adult education program areas. On February 22, 2018, the CCCCCO and CDE notified all consortia of their intent to award AEBG funding for fiscal years 2018-19 and 2019-20. AEBG Office issued preliminary allocation schedule, which includes a proposed increase in funding at \$20.5 million. The AEBG Office offered the flexibility to allocate the potential new additional overall consortium amount to members in a variety of ways and based on the mutual decision. The January 2018 Governor’s Proposed Budget language refers to AEBG as the “ongoing proposition 98 General Fund”. Adult Education Block Grant Program is defined in California Education Code, Title 3, Division 7, Part 50, Chapter 5, Article 9. [84900 – 84920].

With this potential increase, the members decided to allocate it as an increase on the base funding from 2017-18. Additionally, members decided to apply the same increase to the amounts for professional development and transitions specialists, where applicable.

Role and Function of CAERC

The Capital Adult Education Regional Consortium is comprised of 14 members – 11 K-12 school districts, 2 county offices of education, the Los Rios Community College District (4 colleges) – and 24 partner

agencies. For fiscal year 2018-19, a total of \$11,128,458 has been designated for the Capital Region and CAERC members. With the proposed increase, the total would be \$11,584,725.

III. Role of SCOE and CAERC Member

Role of SCOE

As the fiscal agent, SCOE will distribute consortium funds in accordance to the CAERC Governance and Fiscal Allocation Plans and Policies (amended January 10, 2018), AB 104, and Education Code section 84913. SCOE will be responsible for collecting, compiling, and reporting consortium-level fiscal and program information.

Role of CAERC Member

CAERC Member will adhere to the agreements outlined in the CAERC Governance and Fiscal Allocation Plans and Policies (amended May 10, 2017). CAERC Member will be responsible for participating in the consortium decision-making process and reporting member fiscal and program information to the consortium, and learner performance data to the AEBG Office as specified in AB 104 and any associated AEBG Program guidelines.

Role of Both Parties

Both parties will work together to comply with AB 104's reporting requirements. AB 104 requires that each consortium report allocations by participating members, budgets by object code, by program area and objective, and file expenditure and progress reports. Allocations by members should match expenditures, follow CAERC's 2018-19 Annual Plan, and adhere to the expenditure guidelines outlined in the AB 104 Allowable Uses Guide.

IV. SCOE Responsibilities

As the CAERC fiscal agent, SCOE will act as the banker, process expenses and expenditure contracts as agreed upon by the members, and work with the members to implement fiscal decisions per CAERC's 2018-19 Annual Plan and Three-Year Comprehensive Consortium Plan.

As the designated fiscal and program information-reporting agency, SCOE will:

1. Upon SCOE's receipt of AEBG funds from the California Department of Education and California Community College Chancellor's Office, in accordance to Education Code 84912, CAERC members shall receive monthly payments.
2. The AEBG Office is developing in multiple phases a new online fiscal reporting system, NOVA, which requires CAERC members to submit budget and expenditure information directly to the AEBG Office. SCOE will continue to provide member training and support with the reporting system as it is being developed. SCOE will provide the Consortium lead and fiscal staff who will certify member work plans and budgets for the fiscal year.
3. Compile and report members' consortium allocation expenditures and progress to the California Community Colleges Chancellor Office online system for Data and Accountability Fund, which is to be spent by December 31, 2018.
4. Facilitate members' reporting program-area expenditures for consortium allocations.

5. Compile and report consortium-level data required by AB 104 and AEBG as needed.
6. Carry out the consortium-level activities as approved by the members in the annual plan for the current program year.

V. CAERC Member Responsibilities

To enable SCOE's reporting to the AEBG Office, CAERC Member will be responsible for monitoring their own activities and reporting to SCOE all CAERC related fiscal and program activities. This includes any necessary student participation data, expenditure documentation, and any AB104 information necessary for the successful completion of AB104 mandated reports, performance measures, and program outcomes. Expenditures must follow CAERC's 2018-19 Annual Plan, adhere to the expenditure guidelines outlined in the AB 104 Allowable Uses Guide, and follow other guidelines established by the AEBG Office. In addition, all CAERC Members will adhere to CAERC approved policies related to fiscal, program and governance procedure.

CAERC Member will designate a person/persons with proper authority to certify all information submitted to SCOE and NOVA. CAERC Member acknowledges and accepts all responsibility for program related expenditures and certifies that expenditures are in compliance with the approved objectives, rules and regulations that govern the AEBG program. Furthermore, CAERC Member accepts all liability for any disallowed costs, should they arise.

In exchange for a minimum of **\$322,016.00**, CAERC Member will:

1. Submit expenditure information.
 - a. Report member expenditures into NOVA as per dates set by the AEBG Office.
 - b. Report final member expenditures to SCOE within 15 days after the close of the fiscal cycle as outlined in **Exhibit A, Shared Fiscal and Budget Agreement Policy**.
 - c. Abide by **Exhibit B, Reallocation of Unspent Funds Policy**. Member has until June 30 2020 to spend any reallocated funds.
 - d. Provide to CAERC Project staff an expenditure summary narrative, progress update narrative and/or other data for the Annual Report as required by the AEBG Office.
 - e. Use the lesser of the California Department of Education approved indirect cost rate for Program Year 2018-19 or the maximum set forth by the AEBG Office.
2. Submit required quarterly and end-of-year student level information via the CASAS TOPSpro Enterprise data reporting systems as specified by the AEBG Office.
3. Conduct professional development activities.
 - a. A minimum of \$5,000 per year is included in the CAERC Member total allocation for Fund D to cover professional development activities.
 - b. The additional funding is specifically allocated to address the following CAERC regional strategy: Offer Professional Development to Support the Regional Strategies
4. Submit other data as required by AB 104 and AEBG guidelines.
5. Submit reports and questions to the CAERC Office by email: caercsubmit@scoe.net

6. Follow Annual Plan General Assurances:
 - a. Participate in planning processes (annual, 3 year).
 - b. Spend funds within the AEBG program areas.
 - c. Participate in public meetings & decision-making.
 - d. Report student data in TOPSpro Enterprise.
 - e. Share information on other resources being used to serve adults.
 - f. Share financial expenditure and progress reports with the regional consortium.
 - g. Provide services that address the needs identified in the adult education plan.

VI. Term

This MOU Agreement shall be effective July 1, 2018 and ending on June 30, 2021. Either party may terminate this MOU with at least a sixty- (60) day written notice of intention to terminate this agreement. This agreement may also be terminated by CAERC officially designated members if it is determined a member is not compliant with the AEBG Allowable Uses Guide or for non-performance with fiscal and/or program reporting or as specified on the CAERC Governance Plan.

VII. Privacy

SCOE and all CAERC members will comply with all state and federal education privacy policies. SCOE and CAERC members will not disclose any personally identifiable information except upon written consent of the participating adult learners or as otherwise permitted by law.

VIII. Indemnity

CAERC Member agrees to defend, indemnify, and hold harmless SCOE (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of CAERC Member, its director, agents, officers, or employees relating to CAERC Member's duties and obligations described in this agreement or imposed by law.

SCOE agrees to defend, indemnify, and hold harmless CAERC Member (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of SCOE, its director, agents, officers, or employees relating to SCOE's duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that this section imposes on each party responsibility to the other for the acts and omissions of their respective officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply.

IX. Modification

Any changes to this MOU must be agreed to in writing by both parties. Should changes in legislation or the State budget occur that necessitate revision of this MOU, the CAERC Member and SCOE shall meet to revise accordingly.

X. Independent Agents

This MOU is by and between two independent agents, SCOE and CAERC Member, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the two independent agents. The parties shall be expected to independently comply with all relevant laws, including those regarding worker's compensation.

XI. Nondiscrimination

Any service provided by either party pursuant to this MOU shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

XII. Insurance

Both parties shall maintain in full force Commercial Liability Insurance with limits of no less than \$1,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by CAERC Member or by SCOE.

XIII. Execution of Agreement

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

Diana Batista, Adult Education Director
Sacramento County Office of Education

CAERC Member
Davis Joint Unified School District

Signature

Signature

Date

Date

Authorized Davis Joint Unified School District
Representative

Signature

Printed Name

Title

Date