

**Memorandum of Understanding (MOU) # 16-B-DJ  
Between  
Sacramento County Office of Education (SCOE)  
and  
Davis Joint Unified School District**

**Term of Agreement – July 1, 2016 through June 30, 2019**

**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 represents 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 State Budget included \$500 million in new funding for seven authorized adult education program areas. On April 20, 2016, the CCCC and CDE notified all consortia of their intent to award AEBG funding for fiscal years 2016-17 and 2017-18.

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 22 partner agencies. For 2016-17, a total of \$11,128,458 was allocated to CAERC member agencies.

**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 (approved November 2015), AB 104, and Education Code section 84913. SCOE will be responsible for collecting, compiling, and reporting consortium-level fiscal, program information, and learner performance outcome measures to the AEBG office.

Role of CAERC Member

CAERC Member will adhere to the agreements outlined in the CAERC Governance and Fiscal Allocation Plans (approved November 2015). CAERC Member will be responsible for participating in the consortium decision-making process and reporting member fiscal, program information, and learner performance outcome measures to the consortium 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 program area and objective, and file expenditure and progress reports. Allocations by members should match expenditures, follow CAERC's 2016-17 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 2016-17 Annual Plan and Three-Year Amended Consortium Plan.

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

1. Compile and report members' consortium allocation expenditures and progress every six months to the California Community Colleges Chancellor's Office's online system.
2. Compile and report members' final program-area expenditures for MOE and consortium allocations to the AEBG office annually in July.
3. Compile and submit members' mid-year report and annual report for student summary report and program-outcome summary report for student progress to the AEBG office.
  - a. The student summary report will include: (1) the number of students served by members of the consortium, (2) the demographics for these students, and (3) student enrollment by program.
  - b. The program outcome summary report for student progress will include: (1) improved literacy skills, (2) completion of high school diplomas and recognized equivalents, (3) completion of post-secondary certificates, degrees, or training programs, (4) placement into jobs, (5) improved wages, (6) transfers from adult school to post-secondary, and (7) transfers from post-secondary noncredit to credit.
4. District will receive their agreed upon allocation based on the following consortium approved distribution schedule \*:

Allocation	Release Date
25%	September, 2016
25%	December, 2016
25%	March, 2017
25%	June, 2017

\*Subject to change based upon Governor's budget 2016 section 84905

5. Compile and report consortium-level data required by AB 104 and AEBG as needed.

#### **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 2016-17 Annual Plan, adhere to the expenditure guidelines outlined in the AB 104 Allowable Uses Guide, and follow other guidelines established by the AEBG Office.

CAERC Member will designate a person/persons with proper authority to certify all information submitted to SCOE. 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 **\$304,333.17** CAERC Member will:

1. Submit expenditure information.

- a. Report consortium allocation expenditures to SCOE every six months prior to the AEBG reporting due dates. For the 2016-17 allocation, all activities must cease no later than December 31, 2018. The reporting calendar will run from July 1, 2016 to January 30, 2019. Dates are subject to change.

Reporting Period	Dates	Report Due from CAERC Member to Fiscal Agent
1	7/1/16 - 12/31/16	01/13/17
2	1/1/17 - 6/30/17	07/14/17
3	7/1/17 - 12/31/17	01/12/18
4	1/1/18 - 6/30/18	07/13/18
5	7/1/18 - 12/31/18	01/11/19
6	To be announced	To be announced

- b. Report final program-area expenditures for Maintenance of Effort (MOE) and consortium allocation annually in July.
- c. An expenditure and progress reporting template will be provided by SCOE which will include funding source - MOE and consortium allocation, standard fiscal reporting categories/object codes, authorized program areas, objectives, expenditure summary narrative, and progress update narrative.
- d. Indirect rates:
  - i. A consortium may use no more than 5 percent of funds allocated in a given fiscal year for administration activities.
  - ii. K-12 districts and County Offices of Education will use their California Department of Education approved indirect cost rate for Program Year 2016-17.

2. Submit program (learner outcome) information.

- a. Submit mid-year report and annual report for student summary report and program-outcome summary report for student progress to SCOE prior to the AEBG due dates.
- b. A program reporting template will be provided by SCOE.
  - i. The student summary report will include: (1) the number of students served by members of the consortium, (2) the demographics for these students, and (3) student enrollment by program.
  - ii. The program outcome summary report for student progress will include: (1) improved

literacy skills, (2) completion of high school diplomas and recognized equivalents, (3) completion of post-secondary certificates, degrees, or training programs, (4) placement into jobs, (5) improved wages, (6) transfers from adult school to post-secondary, and (7) transfers from post-secondary noncredit to credit.

c. The reporting schedule is as follows:

- i. The mid-year report will be due in early spring each calendar year.
- ii. The annual report will be due in August each calendar year.

3. Submit other data as required by AB 104 and AEBG guidelines.

4. Submit reports and questions to Holly Clark by email [hclark@scoe.net](mailto:hclark@scoe.net).

5. Participate in monthly meetings and workgroups

- a. Regular attendance is expected at monthly CAERC meetings and workgroup sessions.

## **VI. Term**

This MOU Agreement shall be effective July 1, 2016 and ending on June 30, 2019. 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 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.

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