

MEMORANDUM OF UNDERSTANDING
BARSTOW AREA CONSORTIUM FOR ADULT EDUCATION 2022-23

This Memorandum of Understanding shall stand as evidence that the following districts intend to work together toward the mutual goal of collaborating to meet the goals of the Barstow Area Consortium for Adult Education (BACAE), hereafter referred to as the Consortium, to improve the delivery of adult education in the Barstow Area Consortium for Adult Education. This agreement is entered into between the following School Districts, hereafter referred to as MEMBERS.

- Baker Valley Unified School District
 - Barstow Community College
 - Barstow Unified School District
 - Silver Valley Unified School District
1. Barstow Community College shall serve as the Consortium Fiscal Agent, hereafter referred to as FISCAL AGENT.
 2. Term: The term of this MOU shall become effective as of July 1, 2022 and shall expire June 30, 2023 and shall apply to the 2022-2023 fiscal year (California Adult Education Program Year Six).
 3. Cost of Services: The MEMBER shall be directly apportioned the sum declared in the BACAE Consortium Fiscal Administration Declaration as approved by the Barstow Area Consortium for Adult Education for the current program year and in accordance with Sections 84900-84920 of the California Education Code. Funds provided under this agreement shall be used in accordance with applicable laws and the provisions herein.
 4. Leveraging of Regional Resources: MEMBERS agree to disclose amounts received from other resources that may be used to address the California Adult Education Program areas and objectives. Furthermore, MEMBERS agree to leverage resources, in addition to any CAEP funds they may receive, to enhance the region's adult education delivery system and to do so in a coordinated effort with the Consortium.

Furthermore, PROVIDER MEMBERS with adult schools agree to apply for WIOA Title II: AEFLA grant funds (supplemental funding and to be determined in accordance with WIOA Title II: AEFLA funding award timelines).

5. Eligible Member: A MEMBER is a member in good standing, as defined by California Education Code Sections 84900-84920, of the Consortium and agrees to maintain its membership and participation in the Consortium. Failure to maintain its membership in the consortium and demonstrate effectiveness will result in a loss of funding.
6. General: The Barstow Area Consortium for Adult Education has been formed, in accordance with AB86, Section 76, Article 3, in accordance with AB 104, and Sections 84900-84920 of the California Education Code to develop a regional plan to improve the delivery of adult education and address existing gaps in programs and services. Funds apportioned shall be used only for supporting the following adult education programs designed for adult education students in the following areas:

- A. Programs in elementary and secondary basic skills, including programs leading to a high school diploma or high school equivalency certificate.
 - B. Programs for immigrants eligible for educational services in citizenship, English as a Second Language, and Workforce Preparation.
 - C. Programs for adults, including, but not limited to, older adults, that are primarily related to entry or reentry into the workforce.
 - D. Programs for adults, including, but not limited to, older adults, that are primarily designed to develop knowledge and skills to assist elementary and secondary school children to succeed academically in school.
 - E. Programs for adults with disabilities.
 - F. Programs in Career Technical Education that are short term in nature and have high employment potential.
 - G. Programs offering pre-apprenticeship training activities conducted in coordination with one or more apprenticeship programs approved by the Division of Apprenticeship Standards for the occupation and geographic area.
7. Mutuality, Shared Leadership, and Collaboration: The Consortium's governance and decision-making processes are based on recognition of and respect for the interrelationships of the districts and their constituent groups. The commitment to this principle is demonstrated in the following ways:
- Members of the Consortium publicly acknowledge the importance of participatory governance and the rewards to all for collaborative participation.
 - Members agree to participate and provide input throughout the implementation process to ensure shared leadership.
8. Member Role and Participation: This principle supports the use of democratic processes to ensure that the voices of all MEMBERS are included. Any MEMBER of the Consortium can bring items and issues to the consortium as a whole. In order for this principle to be fully implemented, all members of the Consortium are asked to fulfill the following responsibilities of Consortium membership:
- Each MEMBER Board of Education/Trustees will designate two voting representatives to the Consortium Board and ensure attendance at and participation in regular Consortium meetings. Each MEMBER district will be allowed one vote. A simple majority of MEMBERS present constitutes a quorum. All issues to be voted on shall be decided by a simple majority of those present at the meeting in which the vote takes place.
 - MEMBERS will vote on items concerning fiscal and implementation decisions.
 - Each MEMBER will provide data and information relevant to adult education as needed for the implementation, assessment, and revision of a regional plan and annual plans.
 - Each MEMBER will agree to participate as necessary in the implementation process including participation as needed in sub-groups and or committees.
 - MEMBERS agree that in the interest of the Consortium and key stakeholders they will function as a team member with other MEMBERS of the group, follow through on tasks, report meeting outcomes back to key stakeholders within their organizations, work toward common understanding and consensus in an atmosphere of respect, support the implementation of recommendations once group consensus is reached, and welcome change and innovation.

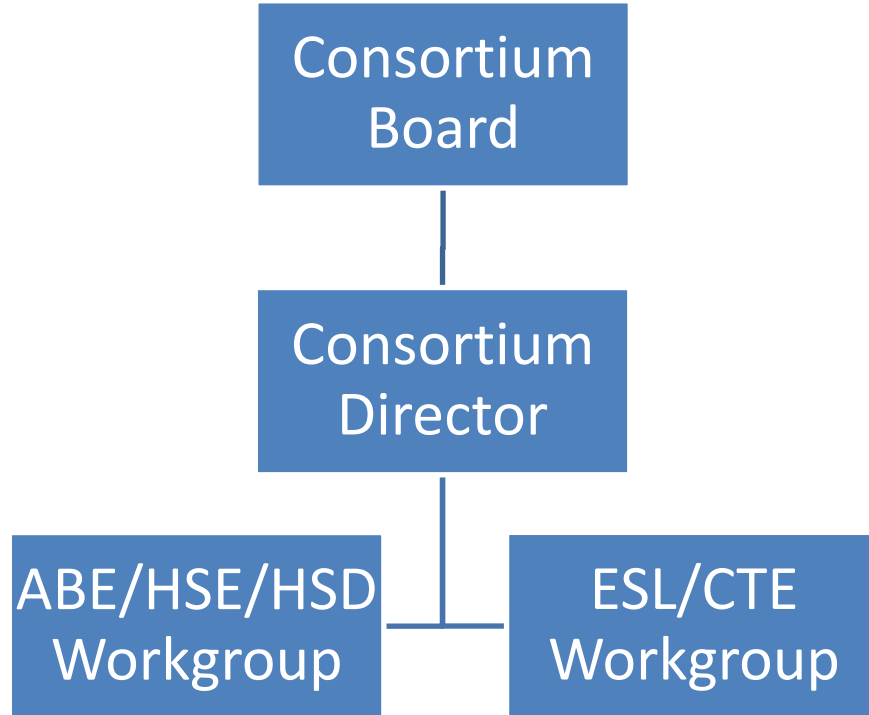
9. Community Partnerships: Partner organizations identified by the Consortium through an application process will be invited to participate in Consortium meetings and activities. They are recognized as valuable stakeholders and partners in the implementation of educational services for adults.
10. Committees: The Consortium Board may create committees or workgroups as needed. In addition to the Consortium Board, two workgroups, based on current program areas, are hereby established. The two workgroups include: ABE/HSE/HSD and ESL/CTE. These workgroups are comprised of and open to educators, industry experts, partner representatives, and other representatives from all stakeholders with an interest in promoting adult education efforts in the region.
11. Transparency: The Consortium values transparency and strives to maintain an open and honest approach to decision-making, operations and communication. Everyone who will be impacted by a decision is encouraged to be involved in shaping the recommendation. The commitment to this principle is demonstrated by adherence to the Brown Act.
12. Fiscal Administration of Consortium: BACAE utilizes a fiscal agent funding model in accordance with Sections 84900-84920 of the California Education Code. Each year the BACAE Board takes public action to approve the Consortium Fiscal Administration Declaration which declares direct funding levels received by MEMBERS on a yearly basis.

Fiscal Agent Role and Responsibilities: The Fiscal Agent (FA) will be identified to the State as the fiscal coordinator on behalf of the Barstow Area Consortium for Adult Education for the Adult Education Block Grant. The Fiscal Agent shall be responsible for the submission of the Consortium Fiscal Administration Declaration (CFAD) to the California Community College Chancellor's Office according to an allocation schedule recommended by the Consortium Director and approved by the Consortium Board. The Fiscal Agent shall not amend the CFAD approved by the Consortium Board. The Fiscal Agent will be responsible for:

- Acting as the employer of record for consortium staff.
- Dispersal of monthly CAEP funding to MEMBERS.
- Contracting and coordinating with MEMBER districts to maintain the governance structure and systems of the Consortium.
- Fiscal reporting to the State as required by the Adult Education Block Grant.
- Compliance with State requirements for administration of the Adult Education Block Grant

The Fiscal Agent shall receive in its allocation and hold separate from its regular adult education program, and from other funds, \$30,000.00 for the costs of managing the consortium and for pan-consortium activities managed by the Consortium Director. The Consortium Director shall determine the annual budget for this amount in accordance with the BACAE Regional Plan, the BACAE Annual Plans and applicable laws.

13. Organizational Structure and Staffing:



Consortium Director: The Consortium Director is hired and supervised by the Fiscal Agent based upon the recommendation of the Consortium Board. The Consortium Director reports to Consortium Board and has day-to-day responsibilities for the organization, including carrying out the organization's goals and policies. The Consortium Director will manage all board meetings, report on the progress of the organization, answer questions of the Board members and carry out the duties described in the job description. The board can designate other duties, as necessary.

14. Allowable Expenses: Funds may only be expended on allowable costs as defined in AB86, AB104, Sections 84900-84920 of the California Education Code, and in accordance with the Barstow Area Consortium for Adult Education Regional Plan (Consortium Three Year Plan) and the Barstow Area Consortium for Adult Education Annual Plan for the 2022-2023 program year. Failure to comply with the provisions of this MOU, applicable laws, and the Consortium Plans may result in the reduction of funding to the MEMBER, loss of funding to the MEMBER, and/or the reallocation of a portion or all of the MEMBER'S funds to other BACAE MEMBERS. A reduction, loss, or reallocation of funding shall affect only the current fiscal year unless a permanent reduction, loss, or reallocation is determined appropriate by the BACAE Board. All changes to MEMBER allocations and funding levels will be made in accordance with applicable law and the BACAE Governance policies and procedures. Indirect costs may not be collected by the MEMBER.

15. Records and Audit: In accordance with the Adult Education Block Grant, the BACAE Regional Plan, and the BACAE Annual Plan for the 2022-2023 program year, the MEMBER agrees to provide fiscal records and measures of effectiveness performance data to the FISCAL AGENT on a quarterly basis. Both FISCAL AGENT and MEMBERS shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this agreement.
16. Compliance with Law: All parties shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to employees, parties shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, worker's compensation insurance, and discrimination in employment.
17. Indemnification: FISCAL AGENT and MEMBERS shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of the FISCAL AGENT or MEMBERS or their agents, officers and employees under this agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer—employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts of omissions occurring under this Agreement or any extension of this Agreement.
18. Amendments: This agreement may be amended by mutual agreement in writing by the parties.
19. Termination: Termination of this agreement can only be completed if in compliance with state laws and policies.

Barstow Community College

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Barstow Community College approves the Barstow Area Consortium for Adult Education Memorandum of Understanding for the 2022-2023 fiscal year.

Eva Bagg, Superintendent/President
Barstow Community College

Date

Barstow Unified School District

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Barstow Unified School District approves the Barstow Area Consortium for Adult Education Memorandum of Understanding for the 2022-2023 fiscal year.

Scott Godfrey, Assistant Superintendent
Barstow Unified School District

Date

Baker Valley Unified School District

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Baker Valley Unified School District approves the Barstow Area Consortium for Adult Education Memorandum of Understanding for the 2022-2023 fiscal year.

Cecil Edwards, Superintendent
Baker Valley Unified School District

Date

Silver Valley Unified School District

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Silver Valley Unified School District approves the Barstow Area Consortium for Adult Education Memorandum of Understanding for the 2022-2023 fiscal year.

Jeff Youskievicz, Assistant Superintendent
Silver Valley Unified School District

Date