# MEMORANDUM OF UNDERSTANDING

## Morongo Basin Adult Education Consortium

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 Morongo Basin AEBG Consortium (Copper Mountain), hereafter referred to as the Consortium, to manage and improve the delivery of adult education services in the Morongo Basin / Copper Mountain Consortium region under a collective impact model of service delivery. This agreement is entered into between the following School Districts, hereafter referred to as MEMBERS:

* Morongo Unified School District
* Copper Mountain College

1. Guiding Principles: Consortium collaboration and implementation will be guided by the following principles:
2. The Consortium places the highest value on adult learners achieving their goals.
3. The Consortium strives to help improve the community by providing adults with educational pathways to the workforce and higher education.
4. The Consortium will work together ethically and fairly to allocate financial resources

and achieve efficiency in meeting the needs of the adult learners within the community college boundary.

1. The Consortium will share responsibility and accountability for all projects and defined student outcomes.
2. Adult education programs will be open to all eligible adult learners without discrimination. Access and success must never be compromised.
3. The Consortium will engage in vital collaboration and adhere to a transparent model of operation.
4. Funding Model: The Consortium is Fiscal Agent Funded for the 2023-2024 fiscal year. Copper Mountain Community College District is the Fiscal Agent and will adhere to the Member District disbursement schedule of monthly CAEP allocations as outlined in Education Code 84900-84920.
5. The Consortium recognizes that Members have multiple revenue streams that directly or indirectly support the Three-Year and Annual Plans of the Consortium.
6. Members agree to report all revenue streams as required by the Instructional Hours and Expenses by Program Area report (Estimates due September 1, 2023; Actuals due December 1, 2023).
7. The Consortium recognizes that it will receive an annual allocation of funding from the CAEP (herein referred to as “Allocation”) and will adhere to the disbursement requirements outlined in the CAEP Fiscal Management Guide (Updated March 20, 2023).
8. The Consortium shall adhere to the CFAD Assurances when distributing funds and comply with guidance issued in the CAEP Program Guidance (Updated March 20, 2023) and the CAEP Fiscal Management Guide (Updated March 20, 2023).
9. Term: This MOU shall become effective as of July 1, 2023, and shall expire June 30, 2024, and shall apply to the 2023-2024 fiscal year.
10. Cost of Services: The MEMBER shall be directly apportioned the sum declared in the Consortium Fiscal Administration Declaration as approved by the Consortium Board 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.

1. Leveraging of Regional Resources: MEMBERS agree to disclose amounts received from other resources that may be used to address the California Adult Education Program (CAEP) 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.

1. 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.

1. General: The Consortium has been formed, in accordance with Sections 8490084920 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:
   1. Programs in elementary and secondary basic skills, including programs leading to a high school diploma or high school equivalency certificate.
   2. Programs for immigrants eligible for educational services in citizenship, English as a second language, and workforce preparation.
   3. Programs for adults, including, but not limited to, older adults, that are primarily related to entry or reentry into the workforce.
   4. 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.
   5. Programs in career technical education that are short term in nature and have high employment potential.
   6. 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.

1. 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.
  + Consortium Board meeting agendas will be developed by the Consortium Lead in partnership with Members.
  + Consortium Board meetings will be facilitated by the Consortium Lead.
  + Board minutes will be taken, shared with all Board members, and posted publicly after Board approval.

1. 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:

* 1. Each MEMBER Board of Education/Trustees will designate three voting representatives to the Consortium Board and ensure attendance at and participation in regular Consortium meetings in accordance with Brown Act.
  2. Each MEMBER district will be allowed three 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.
  3. MEMBERS will vote on items concerning fiscal and program implementation decisions.
  4. 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.
  5. Each MEMBER will agree to participate as necessary in the implementation process including participation as needed in sub-groups and or committees.
  6. 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.
  7. A member shall commit to reporting any funds available to that member for the purposes of education and workforce services for adults and the uses of those funds. (84905 (b)).
  8. A member of the consortium shall be represented only by an official designated by the governing board of the member (84905 (c)).
  9. As a condition for the receipt of an apportionment of funds from this program for a fiscal year, that members of a consortium approve an adult education plan (the CAEP 3 year plan) (84906 (a)).
  10. The members of a consortium shall approve an adult education plan (the CAEP 3-year plan) at least once every three years. The plan shall be updated at least once each year based on available data.
  11. All members of the consortium shall participate in any decision made by the consortium (84905 (d) (1) (a)).
  12. A proposed decision is considered at an open, properly noticed public meeting of the consortium at which members of the public may comment (84905 (d) (1) (b).
  13. The consortium has provided the public with adequate notice of a proposed decision and considered any comments submitted by members of the public, and any comments submitted by members of the public have been distributed publicly (84905 (d) (1) (c).
  14. The consortium has requested comments regarding a proposed decision from other entities located in the adult education region that provide education and workforce services for adults (84905 (d) (1) (d) (i)).
  15. The consortium has considered and responded to any comments submitted by entities pursuant to clause (i) (84905 (d) (1) (d) (ii)) which includes entities that provide education and workforce services to adults include, but are not necessarily limited to, local public agencies, departments, and offices, particularly those with responsibility for local public safety and social services; workforce investment boards; libraries; and community-based organizations (84905 (d) (1) (d) (iii)).
  16. The consortium has considered input provided by pupils, teachers employed by local educational agencies, community college faculty, principals, administrators, classified staff, and the local bargaining units of the school districts and community college districts before it makes a decision (84905 (d) (1) (e)).
  17. A decision is final (84905 (d) (1) (f)) – meaning a consortium decision cannot be held up because an official member failed to attend the meeting.
  18. The members of the consortium may decide to designate a member to serve as the fund administrator to receive and distribute funds from the program. (84905 (d) (2) (e)). The members of the consortium also have the option of selecting direct funding which would result in the consortium not having a fund administrator. In that case, the consortium would decide how funds are certified internally.
  19. As a condition of receipt of an apportionment from the program, a consortium shall approve a distribution schedule (CFAD) that includes both of the following:
      1. The amount of funds to be distributed to each member of the consortium for that fiscal year.
      2. A narrative *(the CAEP annual plan)* justifying how the planned allocations are consistent with the adult education plan. (84914 (a) (1) and (2)).
  20. The chancellor and the Superintendent may require a consortium, as a condition of receipt of an apportionment, to submit any reports or data necessary to produce the report described in subdivision (84917 (b) (1) (a)).
  21. The chancellor and the Superintendent shall identify common measures for determining the effectiveness of members of each consortium in meeting the educational needs of adults. See list of required data elements and effectiveness measures required to be collected, tracked, and reported by each consortium and their members (Section 40, 84920, (c)).
  22. Consortia and their members must agree to adhere to the general assurances listed as part of the annual planning process. For the purposes of evaluating Consortia and Consortium Member effectiveness, the California Department of Education and California Community College Chancellor's Office establish annual indicators of compliance. Failure to meet the requirements listed in the CAEP General Assurances Document may result in a determination of non-compliance and lead to partial or complete loss of Consortium and/or Member funding. (See annual plan general assurances).

1. Reduction of Funds and Removal of Members: For any fiscal year for which the chancellor and the Superintendent allocate an amount of funds to the consortium ***greater than*** the amount allocated in the prior fiscal year, the amount of funds to be distributed to a member of that consortium shall be equal to or greater than the amount distributed in the prior fiscal year, unless the consortium makes at least one of the following findings related to the member for which the distribution would be reduced:

(A) The member no longer wishes to provide services consistent with the adult education plan.

(B) The member cannot provide services that address the needs identified in the adult education plan.

(C) The member has been consistently ineffective in providing services that address the needs identified in the adult education plan, including having excessive carryover for at least two consecutive fiscal years beginning with the 2022–23 fiscal year, and each fiscal year thereafter, and reasonable interventions have not resulted in improvements.

For any year for which the chancellor and the Superintendent allocate an amount of funds to the consortium ***less than*** the amount allocated in the prior year, the amount of funds to be distributed to a member of that consortium shall not be reduced by a percentage greater than the percentage by which the total amount of funds allocated to the consortium decreased, unless the consortium makes at least one of the following findings related to the member for which the distribution would be reduced further:

(A) The member no longer wishes to provide services consistent with the adult education plan.

(B) The member cannot provide services that address the needs identified in the adult education plan.

(C) The member has been consistently ineffective in providing services that address the needs identified in the adult education plan, including having excessive carryover for at least two consecutive fiscal years beginning with the 2022–23 fiscal year, and each fiscal year thereafter, and reasonable interventions have not resulted in improvements.

For any fiscal year for which the chancellor and the Superintendent allocate an amount of funds to the consortium ***that is the same*** amount allocated in the prior fiscal year, the amount of funds to be distributed to a member of that consortium shall be equal to the amount distributed in the prior fiscal year, unless the consortium makes at least one of the following findings related to the member for which the distribution would be reduced:

(A) The member no longer wishes to provide services consistent with the adult education plan.

(B) The member cannot provide services that address the needs identified in the adult education plan.

(C) The member has been consistently ineffective in providing services that address the needs identified in the adult education plan, including having excessive carryover for at least two consecutive fiscal years beginning with the 2022–23 fiscal year, and each fiscal year thereafter, and reasonable interventions have not resulted in improvements.

A consortium that makes a finding by majority vote based on a member having excessive carryover for at least two consecutive fiscal years may reduce the member’s allocation by no more than the amount of the member’s carryover. There is no excessive member carryover percentage threshold mandated unless determined by the individual consortium. (Note: a finding made by a consortium shall require a majority vote of its membership).

**Members Leaving the Consortium**

Consortium shall follow existing requirements in AB104 legislation (84905, 84906, 84914, 84916, 84917, and 84920).

1. Community Partnerships: Partner organizations identified by the Consortium through an application and formal review process will be invited to participate in Consortium meetings and activities. Community organizations are recognized as valuable stakeholders and partners in the implementation of educational services for adults under the collective impact model.

1. Committees: The Consortium Board may create committees or workgroups as needed. In addition to the Consortium Board, one workgroup, based on current program areas, is hereby established. This workgroup will focus on:

ABE/HSE/HSD, ESL, AWD, and CTE. This workgroup is comprised of and open

to educators, industry experts, partner representatives, and other representatives from all stakeholders with an in interest in promoting adult education efforts in the region. The working groups will be chaired by a teacher or faculty members of one of the Members, work in coordination with the Consortium Lead, and consist of teachers, faculty, staff, and any other community stakeholder.

1. 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 and AB2257.

1. Fiscal Administration of Consortium: The Consortium utilizes a fiscal agent funding model in accordance with Sections 84900-84920 of the California Education Code. Each year the Consortium Board takes public action to approve the Consortium Fiscal Administration Declaration which declares funding levels received by MEMBERS on a yearly basis.

Copper Mountain College shall hold separate from other funds $30,000.00 for the costs of managing the Consortium and for pan-consortium activities managed by the Consortium Lead. The Consortium Lead shall determine the annual budget for this amount in accordance with the Consortium Three-Year Plan, the Consortium Annual Plan, and applicable laws. Copper Mountain College shall process invoices on behalf of the Consortium for the California Adult Education Program, when invoices are submitted by the Consortium Lead. Invoices shall be submitted with supporting documentation from a Board vote. Copper Mountain College shall report quarterly on the expenditure of funds.

1. Organizational Structure and Staffing:

Diagram

Description automatically generated

Consortium Lead: The Consortium Lead is hired and supervised by the employer of record based upon the decision of the Consortium Board. The Consortium Lead position shall be funded by the CFAD Allocation to the Consortium Fiscal Agent. The Consortium Lead reports to Consortium Board and has day-to-day responsibilities for the organization, including carrying out the organization’s goals and policies. The Consortium Lead will manage all board meetings, report on the progress of the organization, answer questions of the Board members, be the primary contact to the State CAEP Office, certify all required documentation in NOVA, and carry out the duties described in the job description. The Consortium Lead shall not be a voting member of the Consortium Board.

The Consortium Board can designate other duties as necessary. The Consortium Board can modify this role to meet Consortium needs. Such modifications, including hiring a Consultant to serve as Consortium Lead, will be publicly announced on a Board meeting agenda and described in Board minutes.

1. Allowable Expenses: Funds may only be expended on allowable costs as defined in Sections 84900-84920 of the California Education Code, and in accordance with the

Consortium Three-Year Plan for 2022-2025 and the Consortium Annual Plan for the 2023-2024 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 Consortium MEMBERS as outlined in Education Code 84914. 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 Consortium Board. All changes to MEMBER allocations and funding levels will be made in accordance with applicable law and the Consortium Governance policies and procedures. Indirect costs may not be collected by the

MEMBER.

1. Records and Audit: In accordance with CAEP, the Consortium Three-Year Plan for

2022-2025, and the Consortium Annual Plan for the 2023-2024 program year, the MEMBER agrees to provide fiscal records and measures of effectiveness performance data to the Consortium Board on a quarterly basis. MEMBERS shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this agreement.

1. 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.

1. Indemnification: 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 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.

1. Amendments: This agreement may be amended by mutual agreement in writing by the parties.

1. Termination: Termination of this agreement can only be completed if in compliance with state laws and policies. This MOU shall be updated annually.

# Copper Mountain College

## Morongo Basin AEBG Consortium

Memorandum of Understanding

Signature Page

Copper Mountain College approves the Morongo Basin AEBG Consortium Memorandum of Understanding for the 2023-2024 fiscal year.

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TBD, XXXX/Consortium Voting Member Date

Copper Mountain College

# Morongo Unified School District

## Morongo Basin AEBG Consortium

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Morongo Unified School District approves the Morongo Basic AEBG Consortium Memorandum of Understanding for the 2023-2024 fiscal year.

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TBD, Superintendent/Consortium Voting Member Date

Morongo Unified School District