

**AMMENDMENT to Memorandum of Understanding
Between
Los Angeles Unified School District (LAUSD), Division of Adult and Career
Education (DACE), Fiscal Agent for Los Angeles Regional Adult Education
Consortium (LARAEC)
and
Los Angeles Community College District
September 20, 2019**

B. Responsibilities and Statement of Work

LACCD shall:

Amend item 6 and add item 8:

6. Inform LARAEC if there is any unused funds. Return to LAUSD the unused portion of the \$48,030 funds, provided it is at least \$100. Upon approval by LARAEC, any unreturned funds to LAUSD shall be repurposed by LACCD to fund activities listed in the LARAEC Regional Comprehensive Plan.
8. Amend, increase/decrease the fiscal year 2018-2019 LACCD allocation in NOVA to reflect the \$48,030 pass through LARAEC funds to LACCD from LAUSD. This is a one-time operational transaction and shall not affect CFAD or future allocations to LACCD.

LAUSD shall:

Amend item 2 and add item 3:

2. Receive from LACCD unused funds that were not used to pay for the LARAEC contracts referenced above, if the unused portion is at least \$100.
3. Amend, increase/decrease the fiscal year 2018-2019 LAUSD allocation in NOVA to reflect the pass through of LARAEC funds from LAUSD to LACCD. This is a one-time operational transaction and shall not affect future LARAEC or LAUSD allocations or CFAD.

LARAEC shall:

Add item 7:

7. Receive from LACCD information pertaining to the unused portion of the \$48,030 funds. If the unused portion is at least \$100, LARAEC shall grant approval indicating that LACCD can repurpose the funds. Any remaining funds will be used by LACCD to support activities listed in the LARAEC Regional Comprehensive Plan.

D. Period of the Contract

Is amended as follows:

The term of this agreement shall commence on January 18, 2019 and terminated upon full payment of the contract and/or the return of unused funds if it is at least \$100 by LACCD to LAUSD by December 31, 2019, whichever is first.

Funds collected under this contract on any given year may not be carry over beyond June 30, 2020.

H. Amendments

The original document is hereby amended to include these aforementioned changes to sections B and D.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be fully executed:

By: Emilio Urioste _____

Title: Director of Adult Education _____


Signature:  _____

Address: 3811 Allan Avenue
Burbank, CA 91505 _____

Phone: (818) 729-5950 _____
(LARAEC Signer 1)

By: Veronica Montes _____

Title: Director, School and Family Support Services _____

Signature:  _____

Address: 4034 Irving Place
Culver City, CA 90232 _____

Phone: (310) 842-4300 _____
(LARAEC Signer 2)

By: Dr. Robert B. Miller

Title: Vice Chancellor for Economic and Workforce Development

Signature: 

Address: 770 Wilshire Blvd.

Los Angeles, CA 90017

Phone: (213) 891-2152

(LARAEC Signer 3)

By: Joseph Stark

Title: Executive Director, DACE

Signature: 

Address: 333 S. Beaudry Ave,

Los Angeles, CA 90017

Phone: (213) 241-3150

(LARAEC Signer 4)

By: Alice Jacquez

Title: Administrator Montebello Adult Education

Signature: 

Address: 123 South Montebello Blvd.

Montebello, CA 90640

Phone: (323) 887-7947

(LARAEC Signer 5)

**Memorandum of Understanding
Between
Los Angeles Unified School District (LAUSD), Division of Adult and Career
Education (DACE), Fiscal Agent for Los Angeles Regional Adult Education
Consortium (LARAEC)
and
Los Angeles Community College District**

This agreement is entered into by Los Angeles Community College (LACCD), and the Los Angeles Unified School District, Division of Adult and Career Education (DACE), Fiscal Agent for the Los Angeles Regional Adult Education (LARAEC), for the purpose of contracting and effecting payment, as a pass-through agent, for the LARAEC contracts for the LARAEC annual conference keynote speaker with redBrick Agency and the audit firm that will conduct the consulting services for LARAEC - Vasquez & Company LLP.

A. Scope of Coverage and Costs

Los Angeles Community College District will procure and implement, as a pass through agent on behalf of LARAEC, the following contracts:

1. redBrick Agency, authorized lecture agent for Dr. Sara Goldrick-Rab, chosen keynote speaker for the upcoming LARAEC Conference scheduled on March 9, 2019. The amount of the contract will be up to; but will not exceed, \$10,000 plus any wiring fees of up to \$15.00.
2. Vasquez & Company LLP to provide consulting services to the LARAEC program as outlined in their proposal dated June 8, 2018. The amount of the contract will be up to; but will not exceed, \$38,000. This cost includes the following fees: \$6,000 for LARAEC oversight, \$10,000 for Member-district procedures, and \$22,000 for monitoring functions and policies and procedures manual.

B. Responsibilities and Statement of Work

LACCD shall:

1. Receive LARAEC funds from LAUSD in the amount of \$48,000 and any wiring fees up to \$30.00 and hold them, as a pass through agent, to pay for the LARAEC contracts referenced above.
2. Process the contract according to LACCD established practices and

procedures, except for those items listed as LARAEC or LAUSD's responsibilities.

3. Pay the vendor an amount equal to, but not to exceed the amount of the contract amount upon confirmation, in writing, from LARAEC.
4. Payments will be effected according to a schedule of payments to be provided by LARAEC to LACCD and as indicated on item 3.
5. Invoices will be paid as per LACCD's procurement practices.
6. Return to LAUSD any unused portion of the \$48,030 funds.
7. Meet all the requirements outlined on the Statement of Work.

LAUSD shall:

1. On behalf of LARAEC, transfer to LACCD the sum of \$48,030 from LARAEC funds upon the execution of this MOU by all authorized parties.
2. Receive from LACCD any funds that were not used to pay for the LARAEC contracts referenced above.

LARAEC shall:

1. Have final approval of the LACCD drafted LARAEC contracts for the LARAEC conference keynote speaker with redBrick Agency, and the consulting services for LARAEC with Vasquez and Company LLP.
2. Inform LACCD, in writing, of completed contract milestones and the schedule of payments, if any.
3. Monitor the progress of the project and inform LACCD, in writing, whenever payments are to be effected.
4. Address and resolve any conflicts arising from the implementation of the contract.
5. Assume any liability that may result and extend beyond the contracted amount.
6. Meet all the requirements herewith outlined on the Statement of Work.

C. Terms of Payment

All funds included in this MOU will be received, processed, and redistributed as expeditiously as practicable and according to the regular practices, policies, and procedures of LAUSD.

D. Period of the Contract

The term of this agreement shall commence on January 18, 2019 and

terminated upon full payment of the contract and/or the return of any unused funds by LACCD to LAUSD by July 15, 2019, whichever is first.

Funds collected under this contract on any given year may not be carry over beyond June 30, 2019.

E. Indemnification

LARAEC, LAUSD, and LACCD each agree to indemnify and hold harmless the other parties, their officers, agents, and employees for any liability imposed by law upon such other parties which results from, or is caused by, any negligent or wrongful act or omission in the performance of this contract by the indemnifying party or its officers, agents, or employees.

F. Non-Assignability

This agreement is not assignable.

G. Non-Discrimination

It is the policy of LARAEC and LAUSD that in connection with all work performed under this agreement that there be no discrimination against any prospective or active students in the program because of race, color, ancestry, national origin, sex, religious creed or other protected classification or solely on the basis of handicap. In accordance with this policy, all parties agree to comply with applicable federal or state laws.

This Agreement consists of 6 pages and is the full and complete document describing services to be rendered by LARAEC, LAUSD, and LACCD.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be fully executed:

By: Robert B. Miller

Title Vice Chancellor Finance

Signature: Robert B. Miller

Address: 770 Wilshire Blvd.
Los Angeles, CA 90017

Phone: (213) 891-2152
(LACCD Signer)

By: Scott Price

Title CFD

Signature: Scott Price

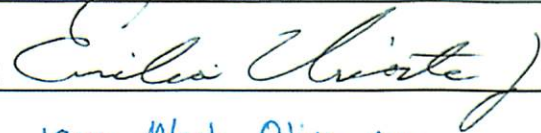
Address: 333 So Beaudry Ave
Los Angeles CA 90017

Phone: (213) 241-7888
(LAUSD Signer)

By: Emilio Urioste

Title: Director of Adult Education

Signature:



Address:

1900 West Olive Ave
Burbank, CA 91506

Phone:

(818) 558-4611

(LARAEC Signer 1)

By: Veronica Montes

Title: Principal

Signature:



Address:

4034 Irving Place
Culver City, CA 90232

Phone:

(310) 842-4300

(LARAEC Signer 2)

By: Dr. Robert B. Miller

Title: Vice Chancellor for Economic and Workforce Development

Signature:



Address:

770 Wilshire Blvd
Los Angeles, CA 90017

Phone:

(213) 891-2152

(LARAEC Signer 3)

By: Joseph Stark

Title: Executive Director, DACE

Signature:

Address: 333 S. Beaudry Ave
Los Angeles, CA 90017

Phone: (213) 241-3150

(LARAEC Signer 4)

By: Alice Jacquez

Title: Administrator Montebello Adult Education

Signature:

Address: 123 South Montebello Blvd.
Montebello, CA 90640

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(LARAEC Signer 5)