

**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 contract with Eide and Bailly, LLP that will conduct consulting services on behalf LARAEC including conducting member-districts review of implementation the LARAEC Fiscal Policies and Procedures.

A. Scope of Coverage and Costs

Los Angeles Community College District will implement, as a pass through agent, the following contract:

1. Eide and Bailly, LLP to provide consulting services to the LARAEC program as outlined in their Letter of Engagement dated October 25, 2021 and *Updated November 11, 2021*. The amount of the contract will be up to; but will not exceed, \$75,000.

B. Responsibilities and Statement of Work

LACCD shall:

1. Receive funds from LAUSD in the amount of \$75,000 and hold them, as a pass through agent, to pay for the LARAEC contract 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 \$75,000, upon confirmation in writing, from LARAEC.
4. Payments will be effected according to LACCD's procedures once invoices are submitted 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 \$75,000 funds.
7. Meet all the requirements outlined on the Statement of Work.

LAUSD shall:

1. Transfer to LACCD the sum of \$75,000 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 any LACCD drafted (on behalf of LARAEC) contracts for consulting services for LARAEC with Eide and Bailly, LLP.
2. Inform LACCD, in writing, of approved invoices, 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 10, 2022 and terminated upon full payment of the contract and/or the return of any unused funds by LACCD to LAUSD by December 31, 2022, whichever is first.

Funds collected under this contract on any given year may not be carry over beyond June 30, 2023.

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: Dr. Melinda Nish _____

Title Deputy Chancellor, LACCD _____

Signature: *Melinda Nish* _____

Address: 770 Wilshire Blvd. Los Angeles, CA 90017 _____

Phone: _____
(LACCD Signer)

By: Joseph Stark _____

Title: Executive Director, DACE _____

Signature: *Joe Stark* _____


Address: 333 S. Beaudry Ave., LA, CA 90017 _____

Phone: (213) 241-3751 _____

(LAUSD Signer)

By: Ms. Wendy Heard

Title: Director of Adult Education

Signature: 

Address: 3811 W Allan Ave, Burbank CA 91505

Phone: 818 729 5950

(LARAEC Signer 1)

By: Ms. Veronica Montes

Title: Director, School and Family Support Services

Signature:

Address:

Phone:

(LARAEC Signer 2)

By: Dr. Ryan Cornner

Title: Vice Chancellor for Educational Programs and Institutional Effectiveness

Signature:

Address:

Phone:

(LARAEC Signer 3)

By: Ms. Wendy Heard _____

Title: Director of Adult Education _____

Signature: _____

Address: _____

Phone: _____

(LARAEC Signer 1)

By: Ms. Veronica Montes _____

Title: Director, School and Family Support Services _____

Signature:  _____

Address: 4034 Irving Place _____

Culver City, CA 90232 _____

Phone: 310-842-4220 ext 4201 _____

(LARAEC Signer 2)

By: Dr. Ryan Corner _____

Title: Vice Chancellor for Educational Programs and Institutional Effectiveness

Signature: _____

Address: _____

Phone: _____

(LARAEC Signer 3)

By: Ms. Wendy Heard _____

Title: Director of Adult Education _____

Signature: _____

Address: _____

Phone: _____

(LARAEC Signer 1)

By: Ms. Veronica Montes _____

Title: Director, School and Family Support Services _____

Signature: _____

Address: _____

Phone: _____

(LARAEC Signer 2)

By: Dr. Ryan Corner _____

Title: Vice Chancellor for Educational Programs and Institutional Effectiveness _____

Signature:  _____
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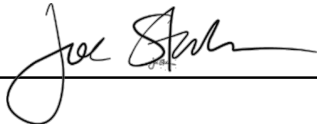
Address: 770 Wilshire Blvd., Los Angeles, CA 90017 _____

Phone: 213-891-2134 _____

(LARAEC Signer 3)

By: Joseph Stark _____

Title: Executive Director, DACE _____

Signature:  _____

Address: 333 S. Beaudry Ave., LA, CA 90017 _____

Phone: (213) 241-3150 _____

(LARAEC Signer 4)

By: Dr. Angel Gallardo _____

Title: Acting Director, Adult Education & Student Support Services _____

Signature: _____

Address: _____

Phone: _____

(LARAEC Signer 5)

By: Joseph Stark _____

Title: Executive Director, DACE _____

Signature: _____

Address: _____

Phone: _____

(LARAEC Signer 4)

By: Dr. Angel Gallardo _____

Title: Acting Director, Adult Education & Student Support Services _____

Signature: *Gallardo* _____

Address: *149 N. 21st St* _____

Montebello, CA 90640 _____

Phone: *(323) 972-1853* _____

(LARAEC Signer 5)






LARAEC and LACCD MOU with Signatures from all Districts 1-25-2022

Final Audit Report

2022-03-02

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