

**AGREEMENT BETWEEN  
HARTNELL COMMUNITY COLLEGE DISTRICT and  
NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT,  
MEMBERS OF THE SALINAS VALLEY ADULT EDUCATION CONSORTIUM**

This Agreement is entered into this October 1, 2016, by and between HARTNELL COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “District” or “Fiscal Agent,” and NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT, hereinafter referred to as “Subrecipient.”

**WHEREAS:** The Subrecipient is an official voting Member District of the Salinas Valley Adult Education Consortium (SVAEC or “the Consortium”) and thus a participant in the development, implementation, and assessment of the Consortium’s regional adult education plans (including the SVAEC Three-Year Regional Adult Education Plan and Annual Plans, together “Plans”); and

**WHEREAS:** The Subrecipient is eligible to receive annual and one-time Adult Education Block Grant (AEBG) funding from the State of California (“the State”) for the development, implementation, and assessment of the Consortium’s Plans, in accordance with California Assembly Bill 104, AEBG Program guidelines, and the Consortium’s Bylaws and Plans; and

**WHEREAS:** The District and the Subrecipient, together with all of the Consortium’s Member Districts, have agreed that the District shall serve as the Fiscal Agent for the Consortium, the primary function of which is to receive AEBG funds from the State and the subsequently distribute those funds to Member Districts, including the Subrecipient, in accordance with the approved Consortium allocation schedules; and

**NOW, THEREFORE,** in consideration of the mutual covenants, terms and conditions, and stipulations hereinafter, expressed and intending to be legally bound, and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. **SCOPE OF WORK.** District hereby engages Subrecipient to perform and Subrecipient hereby agrees to perform the services described in detail in Exhibit A “Scope of Work” attached hereto and incorporated herein by this reference. Services to be provided are generally described as follows:

- 1.1. Subrecipient will implement activities and services that result in the improvement and expansion of adult education services within the region represented by the Salinas Valley Adult Education Consortium (SVAEC or “the Consortium”). Subrecipient will participate in the development of regional adult education plans and fulfill other responsibilities of SVAEC Member Districts. Subrecipient shall report all activities, expenditures, and progress.
- 1.2. These activities, funded by the Consortium’s Adult Education Block Grant (AEBG) allocations from the State of California, shall be in compliance and alignment with relevant education code and legislation, specifically California Assembly Bill 104; Adult

Education Block Grant (AEBG) Program guidelines and requirements; and the SVAEC Three-Year Regional Adult Education Plan and the SVAEC 2015-16, 2016-17, and 2017-18 Annual Plans. The activities and services shall be approved by the SVAEC Member Districts, per the Consortium's bylaws and State guidelines and requirements, and by the State AEBG Office, led jointly by the California Community Colleges Chancellor's Office (CCCCO) and the California Department of Education (CDE).

1.3. The activities and services to be performed by the Subrecipient are outlined in Exhibit A. The Scope of Work is subject to change if/when changes are made to the SVAEC Three-Year Regional Adult Education Plan, the SVAEC Annual Plans, the SVAEC bylaws, AEBG Program guidelines and requirements, or State legislation.

1.4. Subrecipient may be reimbursed retroactively for activities within the scope of work performed between July 1, 2016 and December 31, 2019.

1.5. Other roles, responsibilities, and requirements for the District and Subrecipient are described further in Exhibits A-E attached hereto.

2. **DEFINITIONS.** For purposes of this contract, the following definitions shall apply:

2.1. "Services" shall mean the services provided by NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT.

3. **TERM AND TERMINATION.** The term of this Agreement is from October 1, 2016 to March 1, 2020. Either party may, at its option, terminate this Agreement upon giving thirty (30) days advance notice in writing to the other party in the manner herein specified by Paragraph 19, "Notices." Should such termination occur, both parties agree to use all reasonable efforts to mitigate their expenses and obligations thereunder. Prior to such termination which could not be avoided by reasonable efforts, payment shall occur for all satisfactory services rendered and expenses incurred, but not in excess of the agreed-upon maximum payable. Such termination shall be in addition to, and not in lieu of, any other legal remedies provided by this contract or by law. No work set forth in this contract shall commence until this contract is fully executed by all parties.

4. **COMPENSATION FOR SERVICES.** The District shall pay the Subrecipient as full consideration for complete and faithful performance of the Subrecipient's obligations as set forth in Exhibit B "Compensation" attached hereto and incorporated herein by this reference, or as set forth by this Agreement. The total amount payable to Subrecipient under this Agreement shall not exceed the sum of **one million sixty-five thousand two hundred ninety-five dollars (\$1,065,295)** as specified in Exhibit B attached hereto and incorporated herein by this reference. This sum is subject to change according to Consortium-level and State-level funding and proceedings, as described in Exhibit B.

5. **DISTRIBUTION OF FUNDS TO SUBRECIPIENT.** The Consortium and the Fiscal Agent (District) shall decide the method of distribution of AEBG funds by the Fiscal Agent to the Subrecipient (and all Member Districts). The chosen fund distribution process is subject to change according to State, Consortium, and Fiscal Agent decisions or requirements. The process of distributing the Subrecipient's allocated funds shall not be changed without due process according to Consortium bylaws, the Fiscal Agent's policies and procedures, and State requirements. The process may be different for different budgets or types of funding (e.g. for funds from different fiscal years or one-time funds). Funds shall be distributed through a reimbursement process.

Subrecipient will invoice District for services described in Exhibit A, in the amounts set forth in Exhibit B, and according to the process set forth in Exhibit C. Subrecipient shall submit invoices to District a minimum of four times per year (quarterly) by the 15<sup>th</sup> of the month following the quarter. Subrecipient may submit invoices to District as frequently as once per month, in which case the invoice should be submitted by the 15<sup>th</sup> day of the following month for services rendered in the prior month. Invoices are payable by the District within thirty (30) days of receipt of the invoice by the District. In order to resolve any dispute regarding any invoice submitted, the time period for payment shall be extended by a reasonable amount of time. Should a delay in payment occur beyond a reasonable time period, Subrecipient, at its discretion, may suspend performing services under this Agreement until payment is current.

District shall distribute funds to Subrecipient from current and carried-over AEBG funds from the Consortium's FY15-16, FY16-17, and FY17-18 allocations and one-time funds from the State, including one-time Data & Accountability funds, per the allocation schedules approved by the Consortium and the State, as set forth in Exhibit B.

Payment is contingent upon Subrecipient's compliance with Consortium and State spending and reporting requirements, including but not exclusive to those requirements described in Exhibits A-E attached hereto.

6. **COLLABORATION.** Each party shall undertake a cooperative role in taking effective actions and timely execution of documents as appropriate for the mutual benefit of achieving the objectives of this Agreement. District understands and acknowledges that any delay in actions necessary to meet District's obligations under this Agreement, may result in additional fees levied by the Subrecipient or the Subrecipient's inability to meet specific obligations or deadlines required to fulfill this Agreement. The outcome of such an event shall not be considered non-performance by Contactor.

7. **LIMITATION OF LIABILITY.** In no event shall either party be liable for any indirect, incidental, or consequential damages or damages for loss of profits, revenue, data, or use incurred by either party or any third party, whether in an action in contract or tort, statute, or otherwise, even if the other party has been advised of the possibility of such damages. Subrecipient's liability to the District or any other third party, for damages hereunder shall in no event exceed the amount of fees paid by District under this Agreement for the particular service provided giving rise to the claim. The provisions of this Agreement allocate the risks between Subrecipient and District.

8. **INDEPENDENT RELATIONSHIP.** It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the parties. It is understood that this Agreement is by and between independent parties. As such, District shall not be responsible for payment of unemployment insurance, workers' compensation insurance, Social Security or Medicare

taxes or contributions of Federal or State income tax withholding for or on behalf of Subrecipient or any of Subrecipient's sub-contractors or sub-awardees.

**9. HOLD HARMLESS AND INDEMNIFICATION.**

**9.1.** District agrees to defend, indemnify, and hold harmless Subrecipient, its officers, agents, and employees from and against any and all liability, loss, expense, attorney's fees, or claims for injury, death, or damages arising from or as a result of the negligent or intentional acts or omissions of District in the performance of this Agreement.

**9.2.** Subrecipient agrees to defend, indemnify, and hold harmless District, its Board members, officers, agents, and employees from and against any and all liability, loss, expense, attorney's fees, or claims for injury, death, or damages arising from or as a result of the negligent or intentional acts or omissions of Subrecipient in the performance of this Agreement.

**10. INSURANCE.**

**10.1.** Both parties will each maintain general liability insurance with combined single limit coverage of not less than One Million Dollars (\$1,000,000) during the term of this Agreement and any extensions thereof. Such insurance will be maintained with an insurance company or companies authorized to do insurance business in the State of California, and with respect to District, a company authorized to do business with joint powers agencies formed by college districts or other educational institutions for the purpose of liability insurance coverage, or by a system of self-insurance. The insurance policies in force will not be altered, reduced, or terminated without a prior ninety (90) day written notice to the other party as specified in Paragraph 19 "Notices."

**10.2.** Subrecipient shall endeavor to file a current Certificate of Insurance upon execution of this Agreement and with each renewal of policy throughout the term of this Agreement. In the event that liability insurance is terminated or altered, each party, in its sole discretion, will have the right to terminate this Agreement upon written notification to the other as specified in such termination to take effect immediately upon delivery of the written notification.

**11. LICENSES & ASSURANCES.** Subrecipient assures that Subrecipient possesses the required licenses or expertise to perform all of the services which it has agreed to perform pursuant to this Agreement. Subrecipient will maintain appropriate or required licensure in full force and effect during the term of this Agreement.

**12. STANDARD OF CARE.** The Subrecipient warrants that Subrecipient's services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantees are included or intended in this Agreement, or in any report, opinion, deliverable work product, document, or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed. This section sets forth the only warranties provided by the consultant concerning the services and related work product. This warranty is made expressly in lieu of all other warranties, express or implied, including, without limitation, any implied warranties of fitness for a particular purpose, merchantability, non-infringement, title, or otherwise.

**13. CONFIDENTIALITY.** Subrecipient and its officers, employees, agents, and sub-contractors shall comply with any and all federal, state, and local laws that provide for the

confidentiality of records and other information. Subrecipient shall not disclose any confidential records or other confidential information received from the District or prepared in connection with the performance of this Agreement, unless Subrecipient is specifically authorized in writing to disclose such records or information. Subrecipient shall promptly transmit to District any and all requests for disclosure of any such confidential records or information. Subrecipient shall not use any confidential information gained by Subrecipient in the performance of this Agreement except for the sole purpose of carrying out Subrecipient's obligations under this Agreement.

**14. MAINTENANCE/RETENTION/ACCESS OF RECORDS.**

**14.1.** Subrecipient shall prepare and maintain all reports and records utilized to perform services under this Agreement that may be required by federal, state, or District rules and regulations and shall furnish those reports and records upon request.

**14.2.** Subrecipient shall surrender to the District all reports and records that may be required by federal, state or District rules and regulations related to services performed under this Agreement. The District shall retain such records for a period of at least three (3) years after Subrecipient's receipt of final payment under this Agreement or any extension thereof. Should any litigation, claim, negotiation, audit exception, or other action relating to this Agreement be pending at the end of the retention period, the District shall retain said reports and records until such action is resolved.

**14.3.** Subrecipient shall permit access by the District and by representatives of any federal or state agency providing funds for, or as a result of, services performed under this Agreement, upon reasonable notice at any time, but in any case no less than twenty-four (24) hours notice, to reports, records, and other sources of information as the inspecting party may deem appropriate for their purposes.

**15. SUCCESSORS AND ASSIGNS.** This Agreement and the rights, privileges, duties, and obligation of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

**16. BREACH OF CONTRACT.** Should either party breach this Agreement, the non-breaching party shall notify the breaching party of said breach in writing as specified in Paragraph 19 "Notices." Breaching party shall have fifteen (15) days in which to cure said breach or the non-breaching party may terminate the contract as specified herein as well as avail itself of any and all other legal remedies.

**17. WAIVER.** No waiver of any breach of this contract shall be construed to be a waiver of any other breach or any subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided herein or by law. The failure of the parties to enforce at any time any of the provisions of this Agreement, or require at any time performance by the other party of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Agreement or any part thereof or the right of the parties to thereafter enforce each and every such provision.

**18. AMENDMENTS/ADDENDUM.** This Agreement may not be modified; neither amended nor written directions provided within the general scope of any services under this contract,

except in writing signed by a duly authorized representative of each party as stipulated by Paragraph 19, "Notice." No other act, usage, or custom shall be deemed to amend or modify this Agreement.

**19. NOTICES.** Any notice, demand, amendment, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within seventy-two (72) hours (three (3) days) from the time of mailing if mailed as specified in this paragraph. Any notice, demand, amendment, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed as follows:

**Hartnell Community College District**  
Attention: Vice President of Administrative  
Services  
411 Central Avenue  
Salinas, CA 93901

**Subrecipient:**  
North Monterey County Unified School District  
Attention: Aida Ramirez, Educational Options  
Principal  
8142 Moss Landing Road  
Moss Landing, CA 95039

**20. RULES OF CONSTRUCTION.** The parties hereto participated jointly in the negotiation and preparation of this Agreement. Accordingly, it is agreed that no rule of construction shall apply against any party or in favor of any party. This Agreement shall be construed as if the parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

**21. SEVERABILITY.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provisions of this Agreement.

**22. NON-EXCLUSIVITY.** Each party acknowledges and agrees that the rights granted to the other party in this Agreement are non-exclusive and, that without limiting the generality of the foregoing, nothing in this Agreement shall be deemed or construed to prohibit either party from contemplating, or participating in, similar business arrangements as those described herein, with other parties.

**23. RIGHTS GRANTED.** The District and Subrecipient shall each have the right to use all data, reports, or records collected or generated under this Agreement only in the context and for the purposes intended, without written permission by the other party. Nothing in this Agreement shall prohibit or limit the use of ideas, adaptations, formats, concepts, know-how, methods, models, data, techniques, skill knowledge, or experience utilized, developed or gained by either party in connection with this Agreement. The Agreement shall not create any rights or benefits to any persons or entities other than the District and Subrecipient.

**24. NON-SOLICITATION OF EMPLOYEES.** During and for one (1) year after the term of this Agreement, District will not solicit the employment of, or employ the Subrecipient's personnel, without the Subrecipient's prior written consent.

**25. NON-DISCRIMINATION.** During the performance of this Agreement, neither the District nor the Subrecipient will unlawfully discriminate, harass, or allow harassment against any employee or student on the basis of sex, race, color, ancestry, religious creed, national origin, disability

(including HIV and AIDS), medical condition (including cancer), age, marital status, or sexual orientation. Both parties will ensure that the evaluation and treatment of their employees and all persons requesting and receiving services, are free from such discrimination and harassment.

26. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the two parties hereto with respect to the subject matter herein and supersedes any other agreements, restrictions, representations, or warranties, if any, between the parties hereto with regard to the subject matter herein, notwithstanding amendments duly made in writing and signed by both parties. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

27. **ASSIGNABILITY & BINDING EFFECT.** Neither party shall assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. If there is a valid assignment, subcontract, or transfer, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

28. **DEBARMENT, SUSPENSION, AND OTHER REPRESENTATION.** Subrecipient certifies as required by Executive Orders 12549 and 12689, that Subrecipient and its principles are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, are not presently indicted, criminally or civilly charged by a governmental entity, and have not, within a three (3) year period preceding this Agreement, been convicted or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining or performing a public transaction or contract, or had one or more public transactions terminated for cause or default, nor have any appropriated funds been paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence any employee or officer of the federal government or in connection with the making of any federal grant or cooperative agreement.

29. **DRUG-FREE WORKPLACE.** Subrecipient certifies that it will or will continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1998.

30. **DISPUTE RESOLUTION.** Any and all disputes that may arise out of or relate to obtaining services, products, or other Agreements or any other relationship involving District and Subrecipient, whether occurring prior to, as part of, or after the signing of this document, shall first be resolved by good faith negotiations between the parties with the assistance of non-binding mediation. District shall notify Subrecipient of any dispute arising under this Agreement as specified under Paragraph 19 "Notices." Subrecipient shall continue to perform under this Agreement during any dispute. In the event either party determines that they are not able to resolve the dispute through negotiation and mediation, then the dispute shall be submitted to, and resolved by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between District and Subrecipient and their respective agents, employees, beneficiaries, or members. Arbitration shall be before a single arbitrator who shall apply California substantive law. Any party may bring an action in any court of competent jurisdiction in the County of Monterey, state of California, if necessary; (i) to compel arbitration under this arbitration provision, or (ii) to obtain preliminary relief in support of claims to be prosecuted in arbitration, or (iii) to enter a judgment of any award rendered pursuant to such arbitration.

31. **ATTORNEYS' FEES.** In the event of arbitration and/or any action at law or in equity (including but not limited to specific performance) between District and Subrecipient arising out of this Agreement or to enforce any of the provisions or rights hereunder, the prevailing party in such arbitration, action, or proceeding shall be paid all reasonable attorneys' fees and costs including, without limitation, court costs, expert witness fees, investigation costs, to enforce such rights by the other party, such fees to be set by the court and to be included in the judgment entered in such proceeding.

32. **FORCE MAJEURE.** Neither party shall be liable for nonperformance, defective performance, or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance, or late performance is due to reasons outside either party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subSubrecipients); provided, however, that in any such event, each party shall use its good faith efforts to perform its duties and obligations under this Agreement.

33. **COMPONENTS AND REFERENCES.** All components and representations contained herein are incorporated by reference. Should elements of Agreement and/or proposal be in disagreement, then Agreement shall control. The following documents attached hereto, as well as any and all components and representations contained in the proposal, are expressly incorporated herein by reference and made a part hereof:

**Exhibit A – Scope of Work**

**Exhibit B – Compensation**

**Exhibit C – Fund Distribution**

**Exhibit D – SVAEC Bylaws (May 2016 version)**

**Exhibit E – AEBG Program Assurances (Program Year 16-17 version)**

34. **HEADINGS.** Headings or captions on the paragraphs, sections, or subsections of this Agreement are solely for convenience and reference only, and shall not be interpreted to explain, modify, amplify, or aid in the interpretation, construction, meaning, or validity of the provisions of this Agreement or affect any rights, obligations, or responsibilities of the parties arising hereunder.

35. **TENSE, NUMBER, AND GENDER.** Each tense, number and gender in this Agreement shall include any other tense, number, or gender where the context and the parties hereto or the context and references herein shall require.

36. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Agreement.

37. **APPLICABLE LAW.** The laws of the State of California shall govern the validity, performance, and enforcement of this Agreement.

38. **JURISDICTION.** Any and all disagreements between the parties hereto shall be adjudicated in the courts of Monterey County, Salinas, California.

39. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts. Each counterpart executed as original or facsimile of original, shall have the full force and effect of an original.

40. **AUTHORITY.** An individual executing this Agreement on behalf of an entity hereby represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of same.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective on the date first above-written.

**Hartnell Community College District**

**North Monterey County Unified School District**

By: Willard Lewallen  
Willard Lewallen  
Superintendent/President

By: \_\_\_\_\_  
Kari Yeater  
Superintendent

Date: 17 Oct 2016

Date: \_\_\_\_\_

## EXHIBIT A: SCOPE OF WORK

1. Subrecipient activities will foster the expansion, improvement, and accessibility of adult education services in the region.
  
2. Subrecipient activities shall support at least one of the seven approved Program Areas identified by AB104:
  - Programs in elementary and secondary skills, including those leading to a high school diploma or high school equivalency certificate.
  - Programs for immigrants in citizenship, ESL, and workforce preparation.
  - Programs for adults, including, but not limited to, older adults, that are primarily related to entry or reentry into the workforce.
  - 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.
  - Programs for adult with disabilities.
  - Programs in career technical education that are short term in nature with high employment potential.
  - Programs offering pre-apprenticeship training conducted in coordination with one or more apprenticeship programs approved by the Division of Apprenticeship Standards.
  
3. Subrecipient activities shall align with the SVAEC Three-Year Regional Plan and be included in at least one of the SVAEC Annual Plans (for 15-16, 16-17, or 17-18). To align with the Three-Year Regional Plan, each activity and expenditure must fall under at least one objective and one strategy in the Plan described below.

### **Consortium Objectives & Strategies for Improving & Expanding Regional Adult Ed Services**

<b>Objective 1:</b>	<b>Continually evaluate current levels and types of adult education programs within the region</b>
<b>Objective 2:</b>	<b>Continually evaluate current needs for adult education programs within the region</b>
<b>Objective 3:</b>	<b>Integrate existing programs and create smooth transitions into education programs, job training programs, and the workforce</b>
Strategy 3A:	Increase college & career pathway support services, particularly advising
Strategy 3B:	Align student assessment and placement processes
Strategy 3C:	Develop adult school-to-college bridge courses and programs
Strategy 3D:	Develop career exploration and workforce preparation curriculum
Strategy 3E:	Align curriculum, particularly between adult schools and community college
Strategy 3F:	Align performance measures and assessment methods and coordinate the sharing of

	data between providers
Strategy 3G:	Develop a coordinated and effective regional adult education system through the Salinas Valley Adult Education Consortium

<b>Objective 4:</b>	<b>Address the gaps in adult education services</b>
Strategy 4A:	Increase course offerings and number of students served, particularly ESL
Strategy 4B:	Expand and improve outreach and recruitment efforts
Strategy 4C:	Increase capacity for program expansion by meeting needs for more facilities, instructors, and support staff
Strategy 4D:	Remove barriers that prevent students from attending class, particularly lack of childcare, lack of transportation, inconvenient class schedules, and unviable options for non-resident adult learners
Strategy 4E:	Increase access to and training in technology, particularly basic computer skills
Strategy 4F:	Increase services for adult learners at basic literacy levels (those with low literacy skills even in their native language)
Strategy 4G:	Begin offering citizenship classes
Strategy 4H:	Utilize common student assessment and student information systems
Strategy 4I:	Increase educational offerings for currently or previously incarcerated adults
Strategy 4J:	Research and develop plans for meeting the needs of other thus far unaddressed populations: adults with disabilities, older adults, and adults training to support the academic success of school children

<b>Objective 5:</b>	<b>Employ Approaches Proven to Accelerate Student Progress</b>
Strategy 5A:	Increase the number of short-term, affordable, accessible Career Technical Education (CTE) programs dedicated to adult learners
Strategy 5B:	Develop new courses and programs that utilize contextualized and integrated instruction, particularly ESL-CTE and Basic Skills-CTE courses (e.g. I-BEST, VESL, or other integrated curriculum models)
Strategy 5C:	Increase adult digital literacy by offering more computer training, through both stand-alone computer classes and technology-based activities in other classes, including Basic Skills, ESL, and CTE classes
Strategy 5D:	Develop new courses and programs that promote family learning, such as Family Literacy classes (e.g. CBET model)
Strategy 5E:	Research and develop new pre-apprenticeship and apprenticeship programs

<b>Objective 6:</b>	<b>Collaborative Professional Development</b>
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Strategy 6A:	Expand regional collaborative professional development through Professional Learning Communities, expanding from the ESL PLC to Basic Skills, CTE, Data & Technology, Counseling & Advising, and Program Administration PLCs
Strategy 6B:	Utilize existing regional professional development resources, such as local OTAN trainers and trainings offered by the County Office of Education and local colleges and universities
Strategy 6C:	Coordinate professional development opportunities open to all Consortium members and partners (including instructors, counselors, support staff, and administrators), particularly in the areas of student acceleration, curriculum contextualization and integration, learning strategies for adult learners, addressing the unique needs of adult learners, career pathway development, technology, and data collection & analysis
Strategy 6D:	New teacher orientation, training, and mentoring
Strategy 6E:	Enable instructors, staff, and administrators to attend valuable trainings, workshops, and conferences within and beyond the region for targeted professional development that is relevant to their roles in the provision of adult education; require attendees to share the knowledge and skills they gain with colleagues in their districts and in the Consortium upon their return

<b>Objective 7:</b>	<b>Build Partnerships and Leverage Regional Structures &amp; Resources</b>
Strategy 7A:	Increase outreach and partnership-building efforts to all relevant community partners, including community organizations, libraries, social services, the WDB, chambers of commerce, industry/employers, One Stops, the EDD, other educational institutions, and more
Strategy 7B:	Continue to learn more about member and partner program and service offerings through site visits and presentations at Consortium meetings
Strategy 7C:	Increase awareness of and advocacy for adult education needs and efforts in the region, and improve visibility of the Salinas Valley Adult Education Consortium and its members and partners in order to develop a strong support network
Strategy 7D:	Partner with employers and industry groups to learn what their needs are and to develop experiential learning opportunities (e.g. internships, job shadowing) for adult learners
Strategy 7E:	Leverage partner resources – funding, expertise, promotion, facilities, etc. – for the development and provision of new or expanded programs and services that help adult learners reach their education and career goals

4. Subrecipient must conduct regular program assessment and submit regular reports to the Fiscal Agent and the Consortium, for review by the Consortium and for State reporting. Assessment and reporting shall include all adult education funding, spending, program activities, student data, and program data. Expenditure reporting requirements are outlined in Exhibit C. Other reporting requirements may be found in other AEBG Program documents.
5. Activities within the Subrecipient’s Scope of Work must also comply with State legislation, guidance, and requirements, as described in documents found on the State AEBG Program website (<http://aebg.cccco.edu/>).

## EXHIBIT B: COMPENSATION

1. Subrecipient shall be compensated according to the approved allocation schedules of the Salinas Valley Adult Education Consortium (SVAEC or “the Consortium”) for Fiscal Years 2015-16, 2016-17, and 2017-18. These allocation schedules are approved at the State and Consortium levels in accordance with State and Consortium guidelines and governance procedures. See schedules below.
2. All SVAEC allocation schedules are subject to change for reasons that may include one or more of the following:
  - a. Adult Education Block Grant (AEBG) funds for any given fiscal year are increased or decreased at the State level according to the final approved Governor’s Budget, thus impacting the AEBG funds allocated to the SVAEC.
  - b. The Subrecipient’s allocation for any given fiscal year is increased or decreased from the previous year’s allocation during the Consortium’s regular annual planning phase, if decided unanimously by the Consortium, in accordance with the SVAEC bylaws and State guidelines.
  - c. The Subrecipient’s allocation for any given fiscal year is changed during the program year, if decided unanimously by the Consortium, in accordance with the SVAEC bylaws and State guidelines. This allocation change may occur for one or more of the following reasons:
    - i. The Consortium decides to reallocate funds from another Member District’s allocation to the Subrecipient’s allocation; or
    - ii. The Consortium decides to reallocate funds from the Subrecipient’s allocation to another Member District’s allocation; or
    - iii. The Consortium decides to allocate funds from the Consortium’s Shared/General Fund to the Subrecipient’s allocation; or
    - iv. The Consortium decides to reallocate funds from the Subrecipient’s allocation to the Consortium’s Shared/General Fund.
3. Compensation will be contingent upon the Subrecipient’s compliance with this Contract and the State and Consortium guidelines, particularly the expenditure and activity reporting requirements outlined in Exhibit C.
4. AEBG funds may be carried over beyond the program year for which they were allocated. The schedule of fund activity and expiration is as follows:

<b>Funding Year</b>	<b>Activity Start Date</b>	<b>Activity Must End By Date</b>	<b>Final Report Period Filing Date (Consortium report to State)</b>	<b>Close Out Report Deadline (Consortium report to State)</b>
15-16	7/1/15	12/31/17	1/31/18	3/1/18
16-17	7/1/16	12/31/18	1/31/19	3/1/19
17-18*	7/1/17	12/31/19	1/31/20	3/1/20

\*17/18 funding is pending next year’s Governor’s Budget Proposal.

5. SVAEC Allocation Schedules

**CONSORTIUM ALLOCATION SCHEDULE\***

<b>AEBG Funding Stream</b>	<b>Fiscal Year</b>	<b>Amount</b>
AEBG Annual Consortium Funding	15-16	\$1,703,899
AEBG Extra Funding	15-16	\$52,289
Data & Accountability Funding	15-16	\$228,765
AEBG Annual Consortium Funding	16-17	\$3,490,139
AEBG Annual Consortium Funding	17-18	TBD

\*This is the schedule of the allocation of AEBG Funds from the State to the Salinas Valley Adult Education Consortium, as of July 2016. These funds shall be distributed by the District, which serves as the Fiscal Agent for the Consortium, to the Member Districts (Subrecipients) and the Consortium's Shared/General Fund. This schedule may change in the case that additional funding is distributed by the State in 16-17 or 17-18 in the form of extra funding or one-time funding, and when the FY17-18 allocation is announced.

**FISCAL YEAR 2015-16 ALLOCATION SCHEDULE FOR SVAEC MEMBERS**

<b>Member District/Subrecipient</b>	<b>15-16 Allocation</b>	<b>15-16 Carryover</b>
Gonzales	\$ 149,250	\$ -
Hartnell	\$ 223,250	\$ 157,936
MCOE	\$ 28,000	\$ 7,210
North Monterey	\$ 206,615	\$ 156,811
Salinas	\$ 531,000	\$ 151,697
Soledad	\$ 147,957	\$ 115,927
South Monterey	\$ 78,500	\$ 24,206
SVAEC Shared Fund	\$ 258,189	\$ 128,917
5% Admin	\$ 81,138	\$ 37,135
<b>TOTAL</b>	<b>\$ 1,703,899</b>	<b>\$ 779,839</b>

\*Only allocations of Consortium AEBG Funds are listed in this table. The AEBG Maintenance of Effort (MOE) Funds that were distributed directly by the California Department of Education to four eligible Member Districts in the SVAEC are not listed here.

\*\*FY15-16 AEBG funds not expended by June 30, 2016, may be carried over into the next fiscal year and shall be distributed by District to Subrecipient in FY16-17.

**FISCAL YEAR 2016-17 ALLOCATION SCHEDULE FOR SVAEC MEMBERS**

<b>Member District/Subrecipient</b>	<b>15-16 Carryover</b>	<b>16-17 New Funds</b>
Gonzales	\$ -	\$ 255,628
Hartnell	\$ 157,936	\$ 223,250
MCOE	\$ 7,210	\$ 28,000
North Monterey	\$ 156,811	\$ 454,242
Salinas	\$ 151,697	\$ 1,716,285
Soledad	\$ 115,927	\$ 342,618
South Monterey	\$ 24,206	\$ 78,500
SVAEC Shared Fund	\$ 128,917	\$ 225,419
5% Admin	\$ 37,135	\$ 166,197
<b>TOTAL</b>	<b>\$ 779,839</b>	<b>\$ 3,490,139</b>

The allocation schedule for 2017-18 is anticipated to be similar, if not identical, to that of 2016-17, although it is subject to change, pending next year's Governor's Budget Proposal.

## EXHIBIT C: PAYMENT / FUND DISTRIBUTION PROCESS

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1. The Consortium and the Fiscal Agent (District) shall decide the method of payment of AEBG funds by the Fiscal Agent to Subrecipient (and all Consortium Member Districts).
  - a. The chosen payment method, or fund distribution process, is subject to change according to State, Consortium, and Fiscal Agent decisions or requirements. The process of distributing the Subrecipient's allocated funds shall not be changed without due process according to Consortium bylaws, the Fiscal Agent's policies and procedures, and State requirements.
  - b. The process may be different for different budgets/funding streams (e.g. funds from different fiscal years or one-time funds).
  - c. The Consortium may choose between a Pass-Through fund distribution process, with a regular distribution schedule, and a Reimbursement fund distribution process, which requires Subrecipient to invoice District for payment, or a hybrid of these two processes. Per a decision made by the Consortium's Member Districts at its Steering Meeting on September 28, 2016, the Fiscal Agent shall disburse funds using the Reimbursement Process.
  
2. Subrecipient will invoice the Fiscal Agent (District) for services described in Exhibit A, in the amounts set forth in Exhibit B, according to the following process:
  - a. Subrecipient shall submit invoices to District a minimum of four times per year (quarterly) by the 15th of the month following the quarter.
  - b. Subrecipient may submit invoices to District as frequently as once per month, in which case the invoice should be submitted by the 15th day of the following month for services rendered in the prior month.
  - c. Invoices are payable by the District within thirty (30) days of receipt of the invoice by the District.
  - d. Only expenditures that are approved, allowable, reasonable, and aligned with the Consortium Plans and AEBG Program guidelines will be reimbursed.
  - e. In order to resolve any dispute regarding any invoice submitted, the time period for payment shall be extended by a reasonable amount of time. Should a delay in payment occur beyond a reasonable time period, Subrecipient, at its discretion, may suspend performing services under this Agreement until payment is current.
  - f. Payment is contingent upon Subrecipient's compliance with Consortium and State spending and reporting requirements, including but not exclusive to those requirements described in Exhibits A-E attached hereto.
  
3. Fiscal Agent (District) shall distribute funds to Subrecipient from current and carried-over AEBG funds from fiscal years 15-16, 16-17, and 17-18, per the allocation schedules approved by the Consortium and the State, as set forth in Exhibit B (which are subject to change).
  - a. District shall reimburse Subrecipient using Subrecipient's approved AEBG allocations from the Consortium.
  - b. If approved by the Consortium, Subrecipient may also be paid using the Consortium's Shared/General Funds, normally for reimbursement of expenses related to collaborative professional development activities and the hosting of Consortium meetings.
  - c. If approved by the Consortium, Subrecipient may also be paid using one-time State funds allocated to the Consortium, such as the Data & Accountability funding allocated in June 2016.

4. Subrecipient shall submit accurate, complete, and timely expenditure and activity reports on a quarterly basis, showing the expenditure of AEBG funds and describing the activities for which the funds were used.
  - a. Reports must be submitted quarterly, by the 15<sup>th</sup> of the month following each quarter, for activities and expenditures in that quarter.
  - b. Failure to submit complete, accurate, timely reports may result in the delay of payments by the Fiscal Agent (District) until the required reports are received from the Subrecipient.
  - c. Templates for invoicing and reporting shall be provided by the Fiscal Agent.
  - d. Expenditures shall be reported by:
    - i. Major object code (expenditure type)
    - ii. Primary program area (of the seven approved AB104 program areas)
    - iii. Consortium objective (of the seven AB104 objectives)
  - e. Reports from the Subrecipient's Financial Information System (FIS), showing the expenditure of reported AEBG expenditures, must accompany the reports submitted to the Fiscal Agent and Consortium.
  - f. Reports should show AEBG funds in a separate district account (not combined with other non-AB104 funding sources), and separated by fiscal year and/or funding stream (e.g. carried over 15-16 funds shall be kept separate from new 16-17 funds, and any disbursements of one-time funding shall be kept separate).
  - g. Supporting documentation shall be submitted with the expenditure reports
    - i. Reports of travel or conference expenditures must include supporting documentation providing relevant conference information and detailed travel expenses
    - ii. Reports of stipends paid to teachers or staff for participation in special projects or professional development activities must include supporting documentation providing information about the project and evidence of completion.
  - h. Brief descriptions of activities and explanations for any lack of progress, lack of spending, or major budget changes will also be required in conjunction with the expenditure reports.
5. Subrecipient is subject to the audit of AEBG fund expenditures.
  - a. Annual subrecipient audits may be conducted by the Fiscal Agent (District) using a random sampling of invoices and corresponding backup.
  - b. Per the State AEBG Program, the individual consortium members are ultimately responsible for their allocation/spending decisions and are subject to audit, per the AEBG Allowable Uses Guide:
    - i. "Ultimately, AB104 regional consortia members (K-12 district, community college district, county office, or JPA) are responsible for allocation decisions. The responsibility cannot be delegated. Members may be audited by the California Department of Audits, the California Department of Education, the Chancellor's Office, or other government agencies with a lawful interest in the expenditure of funds. Expenditures deemed unreasonable and/or unjustifiable will be withheld in future funding distributions or allocations."
  - c. The Fiscal Agent (District) is not responsible or liable for the Subrecipient's use of AEBG funds.

## EXHIBIT D: SVAEC BYLAWS

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### **Rules & Guidelines for the Governance & Administration of the Salinas Valley Adult Education Consortium (SVAEC) under AB104 – Adult Education Block Grant Program (2015-2018)**

MAY 2016 version

The following document is based on AB104 legislation, guidelines issued by the State AEBG Office (as of 3.31.16), and decisions made locally by the Salinas Valley Adult Education Consortium Steering Committee.

#### **Article I. ENTITY**

These guidelines shall be agreed upon and followed by all local education agencies (LEAs) that serve as voting members (“Members”) of the Salinas Valley Adult Education Consortium (“SVAEC” or “the Consortium”).

These Members are:

- Gonzales Unified School District
- North Monterey County Unified School District
- Salinas Union High School District
- Soledad Unified School District
- South Monterey County Joint Union High School District
- Hartnell Community College District
- Monterey County Office of Education

#### **Article II. PURPOSE**

The Salinas Valley Adult Education Consortium’s purpose is to expand and improve adult education services in the Salinas Valley region (the boundaries of which are those of the Hartnell Community College District) through collaborative regional planning, coordination, and evaluation.

The establishment of the SVAEC and all Consortium activities shall be in accordance with the rules prescribed in California Assembly Bill 104 (AB104), Section 39, Article 9, Adult Education Block Grant Program (“AEBG”).

AB104 identifies seven program areas that may be supported by the Adult Education Block Grant:

- Programs in elementary and secondary skills, including those leading to a high school diploma or high school equivalency certificate.
- Programs for immigrants in citizenship, ESL, and workforce preparation.
- Programs for adults, including, but not limited to, older adults, that are primarily related to entry or reentry into the workforce.
- 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.
- Programs for adult with disabilities.
- Programs in career technical education that are short term in nature with high employment potential.
- Programs offering pre-apprenticeship training conducted in coordination with one or more apprenticeship programs approved by the Division of Apprenticeship Standards.

The Vision and Mission of the SVAEC are as follow:

## **VISION**

*All adults in the Salinas Valley will receive equitable access to the education, training, guidance, and support needed to set and achieve their educational and career goals.*

## **MISSION**

*The Salinas Valley Adult Education Consortium fosters the expansion, improvement, and accessibility of adult education services in the region.*

## **Article III. STRUCTURE**

### ***Steering Committee***

A Steering Committee shall be comprised of member board-approved designees ("Designees"), the Consortium Director, and the Consortium Fiscal Agent. The Consortium Director and Fiscal Agent provide guidance only and have no voting power.

### ***Member Designees***

Each Member must be represented by official Designees to the Consortium, which shall be one primary and up to two alternates per member. These Designees must be approved by their respective district governing boards as official representatives with the power to vote on behalf of their districts in Consortium proceedings.

A Designee is the representative of the entire district and is expected to communicate with all constituents/stakeholders within the district, including instructors, students, staff, administrators, and the governing board, in order to represent them accurately and appropriately. A Designee is also expected to serve as the liaison between their district and the Consortium, and to assist in the gathering and sharing of district information and data. Members are requested to designate individuals who are either directly involved in or at minimum familiar with their districts' adult education needs, resources, and activities.

### ***Consortium Director***

The Consortium will employ a Director to:

- Serve as the Consortium's liaison to the AEBG State Office, the California Department of Education (CDE), and the California Community College Chancellor's Office (CCCCO) (collectively "the State"); respond to State inquiries and requests
- Formalize and facilitate Consortium communication, meeting, and decision-making activities in accordance with approved governance rules
- Facilitate Consortium planning, assist in the implementation of planned strategies, and coordinate the assessment of implemented activities
- Collect, compile, and track member information, including programmatic, fiscal, and student-level data and activity
- Submit deliverables, including plans, reports, data, and other Consortium information to the State, with evidence of member agreement and approval
- Facilitate collaborative professional development activities for the Consortium
- Promote and strengthen the Consortium by assisting in marketing and outreach activities and facilitating relationship-building between members and partners
- Develop Consortium goals and timelines; track outcomes and deliverables

### ***Fiscal Agent***

The Consortium will choose a Member to serve as its Fiscal Agent to receive AEBG funds from the State on behalf of the Consortium and distribute the funds to Members. A contract(s) between the Fiscal Agent and Members will be entered into to formalize this arrangement, and to clarify the fact that Members are liable for their use of AEBG funds and subject to audit, not the Fiscal Agent.

Beginning in Fall 2015, Hartnell Community College District will serve as the Fiscal Agent for the SVAEC. Beginning in July 2016, the Fiscal Agent will discontinue the distribution of funds using a "reimbursement" or "sub-contract" fund distribution process, and will instead begin to utilize a "pass-through" fund distribution process in order to expedite Members' receipt of their allocated funds.

In collaboration with the Consortium Director, the Fiscal Agent will:

- Coordinate the completion of contracts, budgets, reports, and related processes and documents, in collaboration with Consortium members, district administrators, and accounting staff
- Collect and roll up members' budget and expenditure data for State reporting
- Collect and roll up members' student enrollment and performance data for State reporting
- Complete and submit all fiscal administration documentation
- Ensure compliance of activities and expenditures with State and Consortium guidelines
- Ensure that member decisions are executed
- Purchase consortium-level items/pay for consortium-level services
- Hire and prepare payroll for consortium-level staffing

### ***Consortium Support Staff***

The Steering Committee may hire staff as needed to support the Consortium, particularly for fiscal and reporting activities. The Steering Committee must vote to determine the funding and duties for staff.

### ***Workgroups & Professional Learning Communities***

Members will be further represented by instructor and staff participation in workgroups or professional learning communities ("PLCs"). The objectives, outcomes/deliverables, and guidelines for these groups shall be agreed upon by the Steering Committee and the group participants.

## **Article IV. MEMBERSHIP**

### ***Member Eligibility***

All community college districts, school districts, county offices of education, and joint powers authorities that offer adult education services in the region shall be invited and allowed to join the SVAEC. These entities must be members of the Consortium in order to receive AEBG funding.

Per AB104, community college districts, K-12 school districts, COEs, or JPAs must be members of the consortium if they receive funds from:

- LCFF apportionments for students 19+
- WIOA, Title II
- Carl D. Perkins CTE Act
- Community College District apportionment
- State funds for remedial education and job training for CalWORKS participants
- Adults in Correctional Facilities Programs

### ***Member Confirmation and Representation***

Members will vote on whether or not to invite an entity to become a new voting member or partner of the Consortium. Acceptance of membership will be confirmed by the new Member's submission of evidence of appointment of the required number of board-approved Designees to the SVAEC.

Each Member shall provide official documentation from their governing board or superintendent stating the names of its primary and alternate Designees to the SVAEC. This documentation will include evidence of board approval of their appointment which provides authorization for the Designee(s) to vote on the member district's behalf in SVAEC proceedings.

No one individual shall represent more than one Member as an official Designee (primary or alternate). No adult education program will be represented more than once (even if part of more than one member district).

### ***Member Withdrawal or Inactivity***

Members may voluntarily withdraw from the SVAEC but must provide written notification thirty (30) days prior to divesting their membership. Any Member that voluntarily chooses to withdraw from the Consortium must return the remainder of its allocation to the Fiscal Agent within 15 days of the effective date of withdrawal. The Steering Committee will determine how to redistribute the returned funds.

A Member may choose to be "Inactive" for a certain fiscal year without separating from the Consortium completely. A Member must notify the Steering Committee in writing by April 15 of the year prior to the fiscal year that it wishes to be Inactive. An Inactive Member shall not receive AEBG funding during the year of inactivity; however, it may continue to implement activities and expend funds during the current fiscal year and must continue to submit expenditure and performance reports on those activities. An Inactive Member shall not have voting power during the period of inactivity.

### ***Member Penalties and Dismissal***

The Steering Committee may take action to penalize or dismiss a Member if:

- The Member no longer wishes to provide services consistent with the adult education plan
- The Member cannot provide services that address the needs identified in the adult education plan
- The Member has been ineffective in providing services that address the needs identified in the adult education plan and reasonable interventions have not resulted in improvements

Possible penalties may include decreased or loss of funding, loss of voting power or forced inactivity, or dismissal from the Consortium. Any of these actions must be voted on by all Active Members. Such decisions will be communicated in writing by the Consortium Director to the penalized/dismissed Member's superintendent, with an explanation of the reason(s) for penalty/dismissal.

A penalized or dismissed Member must return the remainder (or agreed upon amount) of its allocation to the Fiscal Agent within 15 days of the effective date of dismissal. The Steering Committee will determine how to redistribute any returned funds.

## **Article V. MEMBER COMMITMENTS**

### ***Member Participation***

Members will participate fully in the work of the Consortium by attending monthly Steering Meetings, and other meetings as needed; communicating with fellow Members, the Consortium Director, and the Fiscal Agent as needed; providing the data and information requested by the Consortium and the State; and actively contributing to the development and approval of Consortium plans, budgets, and reports.

Members will encourage teachers/faculty and staff to participate in the professional learning communities (PLCs) and other workgroups, as possible.

Members will be knowledgeable of the AEBG objectives and regulations established by the State and locally by the Consortium, and will ensure that all Consortium Members, the Director, and the Fiscal Agent are acting in compliance and in the best interest of the Consortium and the region's adult learners.

### ***Planning***

All members must participate in the long-term and annual planning for the Consortium. The Steering Committee shall develop and approve (and amend, if necessary) a regional Three-Year Plan and a regional Annual Plan and Budget for each fiscal year. All Members must participate in the development

and approval of every Consortium plan or deliverable, and a Designee from each Member must sign each deliverable (may use an electronic signature).

AEBG funds shall not be used for any activities or expenditures not included in the approved Annual Plan for that fiscal year and the regional Three-Year Plan.

All plans and budgets, or amendments to existing plans and budgets, must be discussed and approved in an open and transparent process. Thus, the Consortium shall:

- Discuss the document(s)/amendment(s) at a properly noticed public meeting
- Obtain Member input and public comment
- Involve all Members in the final decision on the document(s)/amendment(s)
- Publish the minutes of the decision for public viewing
- Use the State system for updating/uploading documents/amendments

AB104 requires Consortium Members to contribute to and approve adult education plans that include the following:

- An evaluation of the educational needs of adults in the region, including an evaluation of current levels and types of education and workforce services for adults in the region and a description of the providers and the services they offer
- An evaluation of all adult education funds available to the members of the consortium (in addition to AEBG funds)
- Actions that the members of the consortium will take to address the educational needs of adult learners in the region and improve the effectiveness of their services
- A description of the ways in which each Member contributed to the development of the plan

### ***Implementation***

All AEBG fund recipients shall expend funds according to the approved regional adult education plans. If a Member's planned activities and budget need to be adjusted, the Member must consult with the Consortium Director and Fiscal Agent to ensure continued compliance and alignment and to inform plan amendments and budget transfers.

### ***Assessment & Reporting***

All AEBG fund recipients shall comply with the assessment and reporting guidelines and schedules required by the SVAEC and the State.

*[More guidance on assessment and reporting of student data and outcomes is forthcoming.]*

### ***Other Adult Education Funding Sources***

Members shall disclose all sources and amounts of adult education funding available to them for education, training, and workforce services for adults in the region. This funding information will be provided by each Member's Chief Business Officer and/or official Consortium designee to the SVAEC Fiscal Agent and Director on an annual and as-needed basis. The Fiscal Agent and Director will be responsible for reporting the information to the State. This information will inform regional adult education plans (annual and long-term), ensure alignment of resources with regional needs, priorities, and objectives, and help avoid supplanting and duplication of efforts.

## **Article VI. MEETINGS**

### ***Meeting Schedule***

A minimum of 8 Steering Meetings will be held each fiscal year. The SVAEC will create and publish an annual calendar of scheduled Steering Meetings. [Note: Members are still responsible for deliverables due to the Consortium and the State during months when no regular Steering Meeting is held, i.e. submitting information, data, and reports to the Consortium, and reviewing and approving plans and reports before they are sent to the State.]

Special Consortium Meetings may be held as needed, and will be announced through the Consortium email list and posted on the Consortium website with as much notice as possible.

Meeting schedules for Workgroups or PLCs shall be determined by each group's participants (according to each group's agreed guidelines and requirements).

### ***Open and Public Meetings***

Steering Meetings are open to the public and not exclusive to the Steering Committee. Member designees will not make decisions in closed meetings, and no action will be taken – at a meeting or electronically – on issues that have not been discussed at an open and public meeting.

Steering Meetings will be open to board-approved member designees with voting rights, non-voting member representatives, community partner representatives, and the public. All adult education stakeholders from member districts and partners are encouraged to attend Steering Meetings and participate in Consortium activities and dialogue.

The Steering Meeting Schedule will be posted on the SVAEC website at the beginning of each fiscal year.

Proposed decisions/actions will be included in the preliminary Steering Meeting agenda five (5) days before the meeting, which will be posted on the SVAEC website and distributed to the Consortium email list. Public comment will be invited and any comments made prior to a steering meeting will be distributed as an attachment to the agenda and reviewed at the meeting (per the section below).

### ***Public Comments***

Comments that are submitted by members of the public at least three (3) days in advance of a Steering Meeting will be added to the agenda and communicated at the Steering Meeting by the Director. Members of the public who wish to provide comments at a meeting will be given three (3) minutes maximum to speak and their comments will be included in the meeting minutes. Meeting minutes will be posted on the SVAEC website and distributed via the Consortium mailing list.

### ***Stakeholder Engagement***

The Consortium will solicit input from other adult education stakeholders by inviting them to attend and participate in discussion at the regularly scheduled steering meetings, asking them to give presentations about their programs and services at meetings, periodically holding special meetings or events with current and potential partners, inviting stakeholders to participate in SVAEC Professional Learning Communities and workgroups (when relevant and appropriate), and member/partner/stakeholder site visits. The Consortium Director and Members will continue to reach out to regional stakeholders to build and strengthen these relationships. Partners and other stakeholders will also be added to the SVAEC email list. These activities are key to identifying common needs and opportunities and leveraging regional resources.

### ***Meeting Agendas and Minutes***

The preliminary agenda for each Steering Meeting as well as minutes from the previous meeting will be disseminated five (5) days in advance to the SVAEC members, partners, and public through the Consortium email list and posted on the Consortium website. This allows time for additions or changes to be made. The final agenda will be distributed one (1) day before the Steering Meeting.

All public comments will be permitted at the Steering Meetings with a limit of three (3) minutes per person, unless otherwise scheduled on the agenda. At the beginning of each Steering Meeting, the agenda will be reviewed and approved. Designees shall only vote on items that are on the approved agenda. New items can be added to the agenda at the beginning of the meeting and can be voted on at that meeting if a member designee from each member district is present and all designees present

agree that a vote may be held. If new items are presented but not all members are present, then there may be discussion but the vote will be postponed until the next Steering Meeting or held electronically so that all members may participate.

It is the Consortium Director's responsibility to facilitate Steering Meetings and ensure compliance with these rules and procedures.

Consortium Workgroup or Professional Learning Community meetings shall be scheduled and organized by each group and attended by individuals appointed to the group or invited to the meetings. Each group will keep records of meeting agendas, minutes, and attendance.

## **Article VII. DECISION-MAKING**

### ***Requirements***

The AB104 legislation requires that:

- All members shall participate in any decision made by the consortium.
- A proposed decision is considered at an open, properly noticed public meeting of the consortium.
- 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.
- 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, and those comments have been considered and responded to.
- A decision is final.

### ***Voting and Quorum***

There must be a minimum of 50% + 1 member designees present for a vote to take place (i.e., quorum will be 4 out of 6 members or 5 out of 7 members). A vote will be postponed if there is no quorum.

Each member district will have one vote. If a Member's primary Designee is not present, a board-approved alternate Designee will vote on the Member's behalf.

Decisions will be made by consensus. All attempts will be made to reach consensus (100% vote in favor); however, if consensus cannot be reached, a motion may be made to vote with majority rules (50% + 1).

Only a Member Designee may make a motion to vote in a meeting, and it must be seconded by another Designee. All Designees will vote on the motion using "Aye" in favor, or "No" in opposition. The call to "Abstain" can be made if the Designee chooses to withhold a vote; that Member's vote will not be counted in the total votes tallied but will be listed as an abstention.

Motions that result in a tied vote are considered unapproved, and a new or revised motion must be made and further discussion held until consensus is reached. (If consensus cannot be reached then the matter must be decided by majority vote in favor.)

Votes may be held and submitted electronically (via email or online survey) only on matters already discussed in an open and public meeting.

### ***Mediation***

If a matter does not appear to be easily or effectively resolved by Members, the Director will seek external assistance for mediation and resolution.

## **Article VIII. FUNDING & SPENDING**

### ***Eligibility for Funding***

Recipients of the AEBG funding (MOE and non-MOE Regional Consortium Funding) are required to fulfill the following criteria in order to receive an apportionment:

- Be a member of a consortium (members may sub-contract with non-members)
- Have approved the Consortium's adult education plan for that fiscal year
- Use AEBG funds (MOE and non-MOE) on only the seven approved program areas and only for adults eighteen (18) years of age or older

In order to be eligible to receive and retain its approved annual allocation in full, a Member must be in good standing with the SVAEC and the State, meaning the district is willing and able to spend funds in accordance with the AB104 legislation and approved regional plans and budgets. A Member who is not in good standing may lose its eligibility for funding. A Member is not in good standing if:

- The Member no longer wishes to provide services consistent with the adult education plan.
- The Member cannot provide services that address the needs identified in the adult education plan.
- The Member has been ineffective in providing services that address the needs identified in the adult education plan and reasonable interventions have not resulted in improvements.

If a Member loses its eligibility for funding, the SVAEC Steering Committee will determine how to spend that Member's allocation. The Member may choose or be asked to sub-contract with another Member or partner who will be able to provide the services as planned.

### ***Requests for Funding***

All requests for funding must be made in writing using the Consortium template and submitted by deadlines established by Consortium members. Requests must be supported by evidence of Member need, capacity to successfully utilize the funds for activities aligned with the Consortium's regional adult education plans and funding criteria, and plans to effectively evaluate the impact made by the funded activities.

### ***Approval of Funding***

All requests for funding shall be reviewed and voted on by all Members. The Consortium's Allocation Schedule shall be determined by vote at an open and public Steering Meeting. The approved Allocation Schedule and corresponding Budget will be communicated to the State by the Consortium Director and Fiscal Agent. Regardless of the standard voting procedures adopted by the Consortium (majority or consensus), any decision to change the existing SVAEC Allocation Schedule must be unanimously agreed upon by all Members.

### ***Allowable Costs***

Per AB104, all allowable costs must meet three primary criteria:

- The cost must be necessary, reasonable, and substantiated for proper and effective administration of the allocations.
- The cost must be allocable to the funding source activities.
- The cost must not be a general expense required to carry out the Member's overall responsibilities (i.e. not supplanting other funds). The funds may not free up state or local dollars for other purposes, but should create or augment programs to an extent not possible without AEBG funding.

However, even if the costs meet the prior three criteria, the costs must be approved within the Consortium's Three-Year Plan and Annual Plan (or an amendment to both documents). Otherwise, they are not allowable within that year. Also the State has the discretion to impose special conditions above and beyond the funding source which would also determine allowability of cost.

### ***Restricted Funds***

AEBG funds are restricted funds. See the August 2015 letter from the California Department of Education here: <http://www.cde.ca.gov/fg/fo/r14/adulted15apptltr1.asp>.

### ***Student Fees***

Fees may be charged to students only when required or authorized by law.

### ***Indirect Costs***

Members may use their approved district rate for indirect costs for any AEBG apportioned funding.

### ***Administration Cap***

The Consortium may use no more than five percent (5%) of funds allocated in a given fiscal year for Consortium-wide programmatic and fiscal administration activities (may be less, depending on the needs of the Consortium).

### ***Budget Adjustments***

A Member may make budget adjustments without receiving approval by the other Members as long as all activities and expenditures still remain in alignment with the Consortium plans and State regulations. Regardless, the Director and Fiscal Agent must always be informed of changes in Member activities and expenditures and will determine whether or not the changes should be included in a Consortium Plan Amendment.

### ***Fund Reallocations***

Reallocation of Consortium funds must be discussed and approved unanimously by all Members. If a Member is in need of funds beyond its original allocation, it must petition fellow Members for additional Consortium funds, providing sufficient evidence of need and satisfactory plans for use of the additional funds. The reallocation of funds from one Member to another Member will be made possible by a sub-contract between the two, and the State will be notified of the change.

### ***Potential Loss or Decrease of Funding***

The AB104 legislation addresses the possibility of a decrease in funding or loss of funding by Members for one or more of the following:

- The Member no longer wishes to provide services consistent with the adult education plan.
- The Member cannot provide services that address the needs identified in the adult education plan.
- The Member has been ineffective in providing services that address the needs identified in the adult education plan and reasonable interventions have not resulted in improvements.

## **Article IX. MONITORING & ASSESSMENT**

### ***Reporting***

All members commit to reporting on a quarterly basis:

- Expenditures by AB104 program area, AB104 objective, and major object code.
- Activities and performance by AB104 program area and performance measure.

All members commit to reporting on an annual basis:

- Student data and outcomes according to the AEBG performance measures.
- All sources and amounts of adult education funding.

## EXHIBIT E: AEBG PROGRAM ASSURANCES

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See attached Program Assurances document issued by the State AEBG Program Office

Excerpt:

### **Purpose of Program Assurances**

The Program Assurances are requirements of Consortium and Members as a condition of receiving funds. Applicants do not need to sign and return Program Assurances; instead, they must download them and keep them on file to be available for compliance reviews, complaint investigations, or audits.



**ADULT EDUCATION BLOCK GRANT (AEBG) PROGRAM ASSURANCES**  
*Program Year: 2016-17*

**Purpose of Program Assurances**

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**Consortium and Member Effectiveness**

For the purposes of evaluating Consortium effectiveness for the 2016–17 program year, the California Department of Education and California Community College Chancellor’s Office have established the following indicators of compliance:

**Consortium Effectiveness**

**Evaluation:**

- Consortia will ensure services provided by Members address the needs identified in the adult education plan.

**Expenditures:**

- Consortia will expend AEBG funds in (1) the seven program areas supported by the AEBG grant and (2) in a manner that is consistent with their adult education *regional plan*.
  - *Program 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.

- (5) Programs for adults with disabilities.
  - (6) Programs in career technical education that are short term in nature and have high employment potential.
  - (7) 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.
- Consortium expenditures will align with (1) the objectives and (2) activities listed in the required *annual plan*.
    - *Objectives:*
      - Integration and Seamless Transition
      - Gaps in Service
      - Strategies to Accelerate Student Progress
      - Shared Professional Development
      - Leveraging Regional Resources

**Governance and Collaboration:**

- Consortia will establish governance structures for decision-making.

**Membership:**

- Consortia will invite all eligible members in the region to participate in the AEBG initiative.

**Planning:**

- Consortia will approve and submit the required Annual Plan Template.
- Consortia will approve and submit the required Three-Year plan, which may include amendments.
- Consortia will share information on related programs offered and the resources used to support those programs.
- Consortia will participate in statewide leadership activities.

**Reporting:**

- Consortia will report student-level enrollment and outcome data for mid-year and end-of-year reporting.
- Consortia will submit expenditure and progress reports.

**Member Effectiveness**

**Expenditures:**

- Members will expend AEBG funds in the seven program areas and provide services consistent with approved Consortium plans.

**Governance and Collaboration:**

- Members will participate in both the development and submission of the Annual Plan Template.
- Members will participate in Consortium and public meetings.
- Members will participate in final decisions made by the Consortia with which they are affiliated.

**Planning:**

- Members will participate in both the development and submission of the Three-Year Annual Plan, which may include amendments.
- Member expenditures of AEBG funds will align to the objectives and activities included in the Annual Plan.
- Members will provide services that address the needs identified in the adult education plan.

**Reporting:**

- Members will report student-level enrollment data and outcomes for mid-year and end-of-year reporting.
- Members will share information on both programs offered and the resources used to support the programs.
- Members will file bi-annual financial expenditure and progress reports with their regional Consortium.