



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1j

**Meeting Date:** June 16, 2016

**Subject:** Approval of Memorandum of Understanding Between Sacramento County Office of Education and Sacramento City Unified School District July 1, 2016 – June 30, 2019

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Ra0 0 12 101dendaon oend@division

\_\_\_\_\_: Academic Office

**Recommendation:** Approve the Memorandum of Understanding between Sacramento County Office of Education and Sacramento City Unified School District.

**Background/Rationale:** Agencies receiving AB 104 Consortia funding must have a memorandum of understanding in place between the fiscal agent and district in order to receive the funding. A memorandum of understanding was approved by the board for 2015-2016 funds and one now needs to be approved for 2016-2017.

**Financial Considerations:** Without a Memorandum of Understanding in place by June 30, 2016, adult education will not receive the \$1,079,980.43 for which we otherwise qualify.

**LCAP Goal(s):** College and Career Readiness, Family and Community Engagement

**Documents Attached:**

1. Memorandum of Understanding for the Sacramento Workforce Development Area

**Estimated Time of Presentation:** NA

**Submitted by:** Iris Taylor, Ed.D., Interim Chief Academic Officer and Susan Lytle Gilmore, Ph.D., Director, Adult Education

**Approved by:** José L. Banda, Superintendent

**Memorandum of Understanding (MOU) # 16-B-SC  
Between  
Sacramento County Office of Education (SCOE)  
and  
Sacramento City Unified School District**

**Term of Agreement – July 1, 2016 through June 30, 2019**

**I. Purpose and Parties**

The purpose of this MOU is to document the relationship and articulate roles and responsibilities between the Capital Adult Education Regional Consortium (CAERC) fiscal agent (SCOE) and each of the CAERC members. This Memorandum of Understanding is entered into between Sacramento County Office of Education (SCOE), and Sacramento City Unified School District. Sacramento City Unified School District and SCOE hereby agree to the following terms of this MOU. Sacramento City Unified School District is a member of CAERC. Sacramento City Unified School District, hereinafter referred to as "CAERC Member."

**II. Background**

AB 86 improving opportunities for education and workforce services for adults. On December 31, 2015, AB 86 consortia, consisting of K-12 school districts, community colleges, and other partners developed regional education and workforce service plans for adults.

AB 104 Adult Education Block Grant

On June 24, 2015 Governor Jerry Brown signed AB 104 into law. The 2015-16 year represents the transition period from the planning that took place with AB 86 to the actualization of the Adult Education Block Grant (AEBG). The 2015-16 State Budget included \$500 million in new funding for seven authorized adult education program areas. On April 20, 2016, the CCCC and CDE notified all consortia of their intent to award AEBG funding for fiscal years 2016-17 and 2017-18.

Role and Function of CAERC

The Capital Adult Education Regional Consortium is comprised of 14 members – 11 K-12 school districts, 2 county offices of education, the Los Rios Community College District (4 colleges) – and 22 partner agencies. For 2016-17, a total of \$11,128,458 was allocated to CAERC member agencies.

**III. Role of SCOE and CAERC Member**

Role of SCOE

As the fiscal agent, SCOE will distribute consortium funds in accordance to the CAERC Governance and Fiscal Allocation Plans (approved November 2015), AB 104, and Education Code section 84913. SCOE will be responsible for collecting, compiling, and reporting consortium-level fiscal, program information, and learner performance outcome measures to the AEBG office.

Role of CAERC Member

CAERC Member will adhere to the agreements outlined in the CAERC Governance and Fiscal Allocation Plans (approved November 2015). CAERC Member will be responsible for participating in the consortium decision-

#### Role of Both Parties

Both parties will work together to comply with AB 104's reporting requirements. AB 104 requires that each consortium report allocations by participating members, budgets by program area and objective, and file expenditure and progress reports. Allocations by members should match expenditures, follow CAERC's 2016-17 Annual Plan, and adhere to the expenditure guidelines outlined in the AB 104 Allowable Uses Guide.

#### **IV. SCOE Responsibilities**



literacy skills, (2) completion of high school diplomas and recognized equivalents, (3) completion of post-secondary certificates, degrees, or training programs, (4) placement into jobs, (5) improved wages, (6) transfers from adult school to post-secondary, and (7) transfers from post-secondary noncredit to credit.

- c. The reporting schedule is as follows:
  - i. The mid-year report will be due in early spring each calendar year.
  - ii. The annual report will be due in August each calendar year.

- 3. Submit other data as required by AB 104 and AEBG guidelines.
- 4. Submit reports and questions to Holly Clark by email [hclark@scoe.net](mailto:hclark@scoe.net).
- 5. Participate in monthly meetings and workgroups
  - a. Regular attendance is expected at monthly CAERC meetings and workgroup sessions.

## **VI. Term**

This MOU Agreement shall be effective July 1, 2016 and ending on June 30, 2019. Either party may terminate this MOU with at least a sixty- (60) day written notice of intention to terminate this agreement. This agreement may also be terminated by CAERC officially designated members if it is determined a member is not compliant with the AEBG Allowable Uses Guide or for non-performance with fiscal and/or program reporting or as specified on the CAERC Governance Plan.

## **VII. Privacy**

SCOE and all CAERC members will comply with all state and federal education privacy policies. SCOE and CAERC members will not disclose any personally identifiable information except upon written consent of the participating adult learners or as otherwise permitted by law.

## **VIII. Indemnity**

CAERC Member agrees to defend, indemnify, and hold harmless SCOE (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of CAERC Member, its director, agents, officers, or employees relating to CAERC Member's duties and obligations described in this agreement or imposed by law.

SCOE agrees to defend, indemnify, and hold harmless CAERC Member (including its directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of SCOE, its director, agents, officers, or employees relating to SCOE's duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that this section imposes on each party responsibility to the other for the acts and omissions of their respective officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply.

## **IX. Modification**

Any changes to this MOU must be agreed to in writing by both parties. Should changes in legislation or the State budget occur that necessitate revision of this MOU, the CAERC Member and SCOE shall meet to revise accordingly.

#### **X. Independent Agents**

This MOU is by and between two independent agents, SCOE and CAERC Member, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the two independent agents. The parties shall be expected to independently comply with all relevant laws, including those regarding worker's compensation.

#### **XI. Nondiscrimination**

Any service provided by either party pursuant to this MOU shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

#### **XII. Insurance**

Both parties shall maintain in full force Commercial Liability Insurance with limits of no less than \$1,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnish