

**MEMORANDUM OF UNDERSTANDING
RIO HONDO REGION ADULT EDUCATION CONSORTIUM**

I. Mission, Vision, Goals & Objectives, and Guiding Principles

Mission: The mission of the Rio Hondo Region Adult Education Consortium (RHRAEC) ("consortium") is to provide dynamic, relevant post-secondary and career technical programs to serve our diverse communities.

Vision: The Rio Hondo Region Adult Education Consortium shall meet the needs of our diverse population of adult learners by collaborating with our Stakeholders to provide services under the seven Adult Education Programs (AEP). This collaboration will aspire to address student needs, workforce requirements, and college readiness.

Goals and Objectives:

- A. Promote the ease of seamless transitions to further education for all students.
 - Create a symbiotic relationship among all adult education providers to improve collaboration and coordination.
 - Align K-12 adult education and community college programs to improve student success.
 - Leverage existing resources/relationships between service providers to improve opportunities for students.
 - Increase the number of students achieving personal, academic and vocational goals.

- B. Promote efficient and effective delivery of services.
 - Use adult education legislation to establish shared goals and objectives.
 - Leverage the combined resources of the consortium to promote effective advocacy for resources.
 - Actively seek additional linkages to leverage community resources.
 - Incorporate appropriate technologies and best practices to deliver programs and services.

- C. Ensure adult education needs are identified and met in our communities.
 - Provide opportunities for Stakeholders to share their adult education needs.
 - Strengthen programs across all seven program areas.
 - Monitor student progress, including program/course completions and transitions into the workforce.

Guiding Principles: All participants in the Rio Hondo Region Adult Education Consortium will follow the following Guiding Principles:

- Priority will be placed on the needs of adult learners, not the needs of individual agencies.

- All parties will be treated with respect. Participants understand there will be differences of opinion and disagreements, and agree to disagree respectfully.
- If a consensus cannot be reached, a decision will be made by a majority vote of the Members.

II. Definitions

The Rio Hondo Region Adult Education Consortium is established under the criteria and requirements of California state law Article 9 (commencing with Section 84900) to Chapter 5 of Part 50 of Division 7 of Title 3 of the Education Code and AB104, Sections 39 & 40. The terms and conditions of Adult Education Block Grant include the following definitions:

- The geographical region of the Rio Hondo Region Adult Education Consortium is defined as the geographical boundaries of the Rio Hondo Community College District as defined by the California Board of Education.
- A consortium "Member" is defined as a public school district, Joints Power Agency or community college district who provides services to adults within the geographic region of the RHRAEC.
- A consortium "Stakeholder" is the County Office of Education, a Joint Powers Authority, or an agency located within the geographical boundaries of the Rio Hondo Community College District, which may participate in Coordinating Council meetings serving in an advisory capacity, and may also provide services and/or resources.

III. Participating Agencies:

AGENCY	STATUS
El Monte Union High School District	Member
El Rancho Unified School District	Member
Rio Hondo Community College District	Member
Tri-Cities Regional Occupation Program	Member
Whittier Union High School District	Member

Any additional agencies, including the County Office of Education and/or Joint Powers of Authority, who meet the requirements of AB104 for membership will be allowed to be a Member of the consortium upon their request for membership.

Additional Stakeholders will be accepted into the consortium and may participate in the Coordinating Council meetings by request or invitation to participate by a current Member. Stakeholder information and its role in the work of the consortium will be presented at a Coordinating Council meeting.

IV. Purpose of Memorandum of Understanding

The purpose of this Memorandum of Understanding is to describe the organizational structure and working parameters for the RHRAEC as authorized by California state law Article 9 (commencing with Section 84900) to Chapter 5 of Part 50 of Division 7 of Title 3 of the Education Code and AB104, Sections 39 & 40. Following the guidelines and parameters established by Article 9 (commencing with Section 84900) to Chapter 5 of Part 50 of Division 7 of Title 3 of the Education Code and AB104, Sections 39 & 40, participating agencies will collaborate in order to support the goal of improving the delivery of adult education and addressing existing gaps in programs and services in the following program areas:

- Programs in elementary and secondary basic skills, including classes leading to a high school diploma or high school equivalency certificate.
- Programs for immigrants eligible for educational services in citizenship, English as a second language, 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 adults with disabilities.
- Programs in career technical education that are short term in nature and have high employment potential.
- 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.

RHRAEC Members will develop and submit an updated Annual Plan each year. All Members will collect data requested and submit information required to complete the objectives of the Annual Plan. All attempts will be made to meet agreed upon deadlines and to respond for data and information requests in a timely manner. (An initial -year plan was submitted as a requirement of the AB86 Planning and Implementation Act, and will be revised as needed to guide the activities of the RHRAEC and the use of Adult Education Block Grant funds.) The consortium's Annual Plans will address the objectives listed below:

- (1) Evaluate the educational needs of adults in the region.
- (2) A list of entities and a description of their services, who provide education and workforce services to adults in the region and entities that are impacted by, or have a fundamental interest in the provision of those services.

- (3) An evaluation of current levels and types of education and workforce services for adults in the region.
- (4) An evaluation of the funds available to the members of the consortium and the entities listed pursuant to section (2), including funds other than those apportioned pursuant to AB104.
- (5) Consortium Member's actions will address the educational needs identified.
- (6) Consortium Members actions will improve the effectiveness of their services.
- (7) Improve the integration of services and transitions into postsecondary education and the workforce, including actions related to all of the following:
 - Placement of adults seeking education and workforce services into adult education programs.
 - Alignment of academic standards and curricula for programs across entities that provide education and workforce services to adults.
 - Each Member Agency will ensure instructors are highly qualified.
 - Collection and availability of data.
- (8) Each Member Agency will contribute to the development of the plan.

V. Funding Structure

The RHRAEC is allocated an amount determined annually by the Chancellor's Office and California Department of Education, monitors of the California Adult Education Program (CAEP), who fund Members directly. The funds will be allocated by a majority vote and will be determined by the Members after input and public comments from Stakeholders. Funds will only be used for activities related to completing the objectives addressed in the Regional Plan and tasks required for implementation of the CAEP.

Member Role/Responsibility under direct funding:

- 1) Implement and achieve CAEP Regional Year Plan and an Annual Plan in accordance with the approved consortium's budget.
- 2) Implement and achieve CAEP Regional Plan report's in accordance with the template and timelines put forth by the CAEP state monitor, to be submitted by Program Director.
- 3) Participate in monthly Coordinating Council meetings, and consortium wide activities.

- 4) Expend allocated CAEP consortia funds in accordance with the approved budget allocations, by object, objective, and program area.
- 5) Report agency budget changes exceeding 20% in expenditures by object, objective, and program area to the consortium.
- 6) Maintain an audit trail substantiating documentation and certification, required by the CAEP state monitor, using accepted accounting principles.
- 7) Members are solely responsible for reporting and audit findings.
- 8) Adhere to any/all Federal, State, and Local Laws, regulations, rules, directives and ordinances; including the policies and directives of the California Community College Chancellor's Office, the California Department of Education, and the CAEP state monitor.
- 9) A Member may be allocated funds to be used for general or specific consortium activities (marketing, staff development, website etc.). The expenditure of these funds through a Member will be monitored and tracked separately from funds allocated to the Member for its own CAEP activities. Consortium activities may be re-allocated to another Member designated for consortium activities by a majority vote by the consortium. Left over funds from year to year will be divided by all. If necessary, the Member will relinquish the re-allocated funds to the appropriate Member, agency or vendor.

In addition to CAEP funds allocated to the RHRAEC, resources from participating agencies may be used to facilitate and support consortium activities.

VI. *Organizational Structure*

The RHRAEC shall function within a structure of shared leadership, collaboration, mutual respect, responsibility and accountability. The roles and responsibilities of participating agencies are defined below:

Members are required, and Stakeholders may, participate in the consortium's Coordinating Council meetings. At the Coordinating Council meetings, all participants will have the opportunity to discuss and provide input related to the needs, goals and work of the consortium.

The Superintendent/President/Executive Officer of each Member's agency will determine who can serve as a voting representative for its agency. Multiple personnel may be selected per agency. However, only one staff personnel will be allowed to vote during consortium meetings. The voting Members will have final approval of all financial and policy decisions for its agency.

Every Member will serve as the RHRAEC Coordinating Council Chair ("Chair") for a rotating term of three months. The sequence will be as followed for the duration of this MOU: Tri-Cities Regional Occupation Program, Whittier Union High School District, Rio Hondo Community College, El Rancho Unified School District, El Monte Union High School District.

The Chair, in collaboration with the Program Director, will manage consortium meetings, set annual goals, participate in field trips, collect necessary materials, prepare agendas and minutes, and coordinate communication between Members and Stakeholders. A Member may not miss more than one meeting while serving as Chair. The Member serving as Chair, must send another voting Member from its agency to chair the coordinating council meetings in their absence. If a Member is absent for more than one meeting while serving as Chair, the Member will be considered "ineffective". If a Member can't serve as Chair due to extenuating circumstances, Members must agree by a majority of votes, to allow the Member to skip from their responsibility as Chair. Should the Member be granted an absence from their duties for three months, the Member must resume the duties of the Chair after their three months of unavailability. The next Member in line to chair the Coordinating Council meetings will be designated the Chair for the next three months, if no Member volunteers to Chair, while a Member is excused from Chair duties.

A participating Member may willfully withdraw from the consortium with a written notice to the Chair and/or Program Director at least 30 days prior to the date of exit. The notice of termination of participation shall be signed and dated by the Superintendent /President/Executive Officer of the agency or his/her designee. All consortium funds allocated to the exiting Member, and not yet expended, shall be returned to consortium and will be reallocated. Surrendered funds will be re-allocated as approved by the Members within 30 days after it receives the funds. The amount required to be returned will be determined by the Members. The Member's withdrawal will be reported to Technical Assistant Project (TAP).

VII. Program Director

The Program Director, as determined by the consortium, will work with the Members and Chair to facilitate functions, communication and reporting of the Consortium's plans. The Program Director will act as the point person for the consortium and will provide direct communication with the State. Specific duties may include, but are not limited to: serve as a liaison to Members and Stakeholder; providing consortium meeting agendas and minutes, coordinate and submit consortium deliverables; certify budgets, expenses, and quarterly progress reports; update consortium information to the state such as information on members, contacts, etc.;. The Program Director will organize Coordinating Council meetings along with the Chair; coordinate CAEP deliverables, including writing and/or editing required reports; assist in budget development; facilitate external communication; and other duties as described in her/his contract/job description. All meeting records (reports, agendas and minutes) shall be maintained by the Program Director.

VIII. *Member Ineffectiveness*

The following should take place in the event a Member is found to be ineffective:

- 1) A formal discussion(s) may be initiated by the Members, if in the opinion of the majority of Members, believes a Member is/has:
 - Inefficient in carrying out the responsibilities of the Adult Education Plan;
 - Negligence or willful misuse of the consortium funds;
 - Submitting fraudulent reports to the State;
 - Abandonment of consortium participation.
- 2) If in the opinion of the majority of the Members, the discussion with an ineffective Member has become serious enough, the Member shall be placed on a performance plan with a formal follow-up within four months of the first initial formal discussion. Sufficient time should be allowed for the inefficient Member to correct any deficiency if more time is approved by the consortium.
- 3) Any formal discussion pertaining to this matter shall be reflected in the consortiums minutes describing the problem, the area(s) of needed improvement and the desired corrections expected by the ineffective Member.
- 4) If corrections are not made within the allocated time, the Members will vote on a final recommendation. Should the majority of Members continue to determine a Member to be ineffective, the RHRAEC will notify TAP of its decision and recommendation(s), up to, and including, possible removal from the consortium. TAP will render a final judgement based on the expectations and obligations described in this Memorandum of Understanding.

IX. *Integration*

This MOU sets forth the entire agreement between the above Members. All agreements or representations, express or implied, oral or written, of the Members with regard to Adult Education Programs are incorporated into this MOU.

X. *Modification and Amendment*

No modifications or amendments of any of the terms or provisions of this MOU shall be binding unless made in writing and signed by the Members.

XI. Governing Laws

This MOU shall be interpreted according to the laws of the State of California.

XII. Severability

This agreement shall be considered severable, such that if any provision or part of the agreement is ever held invalid under any law or ruling, that provision or part of the agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

XIII. Effective Date of Agreement

With approval of the RHRAEC Members, as defined herein, this Memorandum of Understanding will be effective July 1, 2019 through June 30, 2022. Revisions of the MOU must be approved by the RHRAEC Members.



EL Monte Union High School District

5-9-19

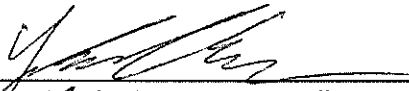
Date



El Rancho Unified School District

5-9-19

Date



Rio Hondo Community College District

5-9-19

Date



Tri-Cities Regional Occupation Program

5-9-19

Date



Whittier Union High School District

5/9/19

Date