



**ADULT EDUCATION BLOCK GRANT
REGIONAL CONSORTIUM FUNDING
ALLOCATION AGREEMENT**

Board of Governors, California Community Colleges Chancellor's Office (CCCCO)	Entity: BARSTOW USD
	Allocation Number: 15-328-103
AEBG Program Regional Consortium Funding Appropriation	Funding Fiscal Year: 2015/16
	Total Funds Allocated: \$ 123,711
<p>Adult Education Block Grant (AEBG) Program Data and Accountability funding is to be used in accordance with AB104 Legislation Section 40, §84920. A consortium receives its apportionment on the condition it submits a budget and a workplan, by February 20, 2017, that complies with the legislative intent provided in §84920(a-f) and program instructions issued by the AEBG Office.</p> <p>AEBG Data and Accountability funding will be disbursed by June 30, 2016. Activities must end by December 31, 2017. A final report is due in January 2018, with the close out report due the following month.</p> <p>The Consortium agrees, in receiving its apportionment, to adhere to any additional restrictions, funding reductions, limitations or conditions that may affect the provisions, term, or funding of this agreement in any manner. The parties hereby agree that the AEBG Office will notify the consortium of any such changes in writing.</p>	
STATE OF CALIFORNIA-CCCCO	
AEBG Monitor: Neil Kelly (916) 324-8895 nkelly@cccoco.edu	Agency Address: 1102 Q Street, Suite 4400 Sacramento, CA 95811-6539

Updated 12/5/2016

THIS FORM MAY NOT BE REPLICATED

PROJECT: ADULT EDUCATION BLOCK
GRANT

FISCAL YEAR: 2015/16

ALLOCATION NUMBER: 15-328-103

CONTACT PAGE

Entity:	<u>BARSTOW USD</u>		
Address:	<u>551 Avenue H</u>		
City:	<u>Barstow</u>	State:	<u>CA</u> Zip: <u>92311</u>

Project Director <i>(Person responsible for conducting the daily operation of the allocation)</i>			
Name:	<u>Sonya Smith</u>	Phone:	<u>(760) 221-9925</u>
Title:	<u>BACAE Coordinator</u>	Fax:	<u></u>
E-mail Address:	<u>sonya_smith@busdk12.com</u>		

District Chief Business Officer <i>(or authorized designee)</i>			
Name:	<u>Candice Duffner</u>	Phone:	<u>(760) 255-6013</u>
Title:	<u>Fiscal Services - Accounting Technician</u>	Fax:	<u></u>
E-mail Address:	<u>candice_duffner@busdk12.com</u>		

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PROJECT: ADULT EDUCATION BLOCK GRANT

ENTITY: BARSTOW USD

FISCAL YEAR: 2015/16

ALLOCATION NUMBER: 15-328-103

APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	PROJECT BUDGET	
			\$ 123,711
1000		\$	-
		\$	-
		\$	-
		\$	-
2000		\$	-
		\$	-
		\$	-
		\$	-
3000	Employee Benefits	\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
4000	Supplies and Materials	\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
5000	Other Operating Expenses and Services		
	TOPS Pro Enterprise & CASAS eTests	\$	25,910
	Aztec - ABE/HSE/Accuplacer - Online & 3 PD	\$	72,656
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
6000	Capital Outlay		
	Computer Hardware for Testing Center	\$	25,145
7000	Other Outgo	\$	-
		\$	-
		TOTAL DIRECT COSTS:	\$ 123,711
		TOTAL INDIRECT COSTS - ENTER AMOUNT:	
		TOTAL COSTS:	\$ 123,711

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PROJECT: ADULT EDUCATION BLOCK GRANT

ENTITY: BARSTOW USD

FISCAL YEAR: 2015/16

ALLOCATION NUMBER: 15-328-103

APPLICATION BUDGET SUMMARY

NOTE: Submit details explaining the expenditures by category on the Application Budget Detail Sheet.

Object of Expenditure	Classification	Line	TOTAL PROJECT BUDGET REQUESTED	
			\$	
				123,711
1000	INSTRUCTIONAL SALARIES	1	\$	0
2000	NONINSTRUCTIONAL SALARIES	2	\$	0
3000	EMPLOYEE BENEFITS	3	\$	0
4000	SUPPLIES AND MATERIALS	4	\$	0
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$	98,566
6000	CAPITAL OUTLAY	6	\$	25,145
7000	OTHER OUTGO	7	\$	0
TOTAL DIRECT COSTS:		8	\$	123,711
TOTAL INDIRECT COSTS:		9	\$	0
TOTAL COSTS:		10	\$	123,711

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and Federal Regulations.

Project Director:

Name: Sonya Smith **Title:** _____

Authorized Signature: _____ **Date:** _____

District Chief Business Officer (or authorized designee):

Name: Candice Duffner **Title:** Fiscal Services - Accounting Technician

Authorized Signature: _____ **Date:** _____

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PROJECT: ADULT EDUCATION BLOCK GRANT

ENTITY: BARSTOW USD

FISCAL YEAR: 2015/16

ALLOCATION NUMBER: 15-328-103

**Statement of Work (Annual Workplan)
Objectives**

Objective: 1
Respond to the short term data reporting needs required by AB 104.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	Adult schools will participate in a coordinated software application adoption through the purchase and implementation of TOPSPro Enterprise and CASAS eTests (ABE/HSE/HSD and ESL), which will allow adult schools to collect and report both AEBG data and WIOA Title II AEFLA data.	Adult schools will demonstrate reportable data	July 2017-December 2018	All consortium members
1.2	Members will collect and report AEBG performance outcome data.	Members will report performance data in compliance with AEBG performance data timelines.	July 2017-December 2018	All consortium members
1.3	Previously unaccounted for service delivery to eligible adults through Barstow Community College (which will receive AEBG funding for the 2017-18 FY) will be identified and tracked.	Data collection on services rendered to eligible adults.	July 2017-December 2018	Barstow Community College
1.4	Professional Development for data collection software applications will be provided to staff which will include in-person training, online training, and participation in conferences to enhance staff capacity with software applications, data collection protocols, data and records storage, and data interpretation.	Increased alignment between staff practices and data collection plans. Improved data collection practices. Increased data accuracy and record keeping.	July 2017-December 2018	All consortium members
1.5	Provide technical assistance to support data collection and reporting.	Expanded capacity across consortium for AEBG data and accountability, while increasing consistency, accuracy and efficiency in data collection to support consortium data report.	July 2017-December 2018	All consortium members
1.6				
1.7				
1.8				
1.9				

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FISCAL YEAR: 2015/16

ALLOCATION NUMBER: 15-328-103

**Statement of Work (Annual Workplan)
Objectives**

Objective: 2
Foster regional and local system integration efforts pertaining to assessment and intake of adult students.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.1	Create an assessment crosswalk between the intake assessments used by Adult Schools and Barstow Community College.	The primary outcome will be professional development for the various assessments used by members who provide services to adults.	July 2017-December 2018	All consortium members
2.2	Ongoing Data and Accountability Committee Meeting	Agendas, sign-in, and minutes posted to the Consortium web site.	July 2017-December 2018	All consortium members
2.3	Purchase TOPSpro Enterprise software for non-WIOA members.	Consortium-wide access to a shared data system for AEBG data collection and reporting that is aligned to WIOA Title II.	July 2017-December 2018	All consortium members
2.4	Purchase CASAS testing materials for ABE/ASE and ESL for non-WIOA K-12 members.	Consortium-wide access to common assessment tools across K-12 members and the college for AEBG program areas.	July 2017-December 2018	All consortium members
2.5	Build Member capacity through professional development and technology upgrades for data collection and reporting. Professional Development: minimum of one representative from each member will attend CASAS Summer Institute 2018 as well as regional trainings.	Improved capacity to streamline data collection and reporting processes with increased data integrity across region.	July 2017-December 2018	All consortium members
2.6				
2.7				
2.8				
2.9				

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ENTITY: BARSTOW USD
FISCAL YEAR: 2015/16
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Statement of Work (Annual Workplan)
Objectives

Objective: 3
Support data sharing efforts to bolster performance accountability and program evaluation while leveraging broader statewide efforts to build a federated and aligned workforce and education performance accountability system.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.1	Members will engage in data sharing MOUs for students transferring between programs.	MOUs between all Members.	July 2017-December 2018	All consortium members
3.2	Members will continually evaluate assessment activities and performance outcomes.	Demonstrate adjustments and modifications relative to performance outcomes.	July 2017-December 2018	All consortium members
3.3	Members will participate in regional and statewide events that offer information, training, and/or resources on statewide efforts to create or implement a broader statewide adult education accountability system.	Ongoing Professional Development to implement best practices for data and accountability.	July 2017-December 2018	All consortium members
3.4	Research and identify consortium-wide data systems and processes which include postsecondary education and workforce performance outcomes tracking and data sharing across agencies.	Consortium-wide awareness of data system options for an integrated data system that is aligned to workforce and education performance accountability systems.	July 2017-December 2018	All consortium members
3.5	Consortium Members will align online curriculum across the consortium.	All members will purchase the same online curriculum for ABE, HSE, HSD and ESL to bolster performance accountability and program evaluation efforts through a robust system of student academic performance tracking.	July 2017-December 2018	All consortium members
3.6				
3.7				
3.8				
3.9				

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FISCAL YEAR: 2015/16

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**Statement of Work (Annual Workplan)
Objectives**

Objective: 4
Align efforts under the WIOA.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.1	Members will participate in the design of a common referral form in collaboration with San Bernardino County Workforce Development Board. This referral form will serve to standardize, in part, the referral of adults within the San Bernardino County Workforce Development Area.	A common referral form will be created.	July 2017-December 2018	All consortium members
4.2	Members will explore applying for WIOA Title II AEFLA funding, either as individual member agencies, or jointly as a Consortium, and align to WIOA assessment policies.	Jointly developed WIOA assessment policies.	July 2017-December 2018	All consortium members
4.3	Non-WIOA members will align their data collection processes and procedures with WIOA funded agencies to better streamline data collection with the goal of receiving WIOA funds in future. Currently, all BACAE Members are non-WIOA funded.	All members, regardless of WIOA funding status, will use the same assessments and data management platforms.	July 2017-December 2018	All consortium members
4.4				
4.5				
4.6				
4.7				
4.8				
4.9				

Barstow Area Consortium for Adult Education

Data & Accountability Budget

<u>Proposed Expenses Purpose</u>	<u>Member(s)</u>	<u>Units</u>	<u>Sub Total (Not To Exceed)</u>	<u>Total Remaining</u>	
STARTING BALANCE				\$123,711.00	
TOPS Pro Enterprise & CASAS eTests	All	3yr	\$25,910.00	\$97,801.00	Mandated
Aztec - ABE/HSE/Accuplacer - Online & 3 PD	All	3yr	\$72,656.00	\$25,145.00	3-Year Plan: Page 18
Computer Hardware for Testing Center	All	3yr	\$25,000.00	\$145.00	3-Year Plan: Page 1

Barstow: Infinite Campus
 Silver Valley: Infinite Campus
 Baker: TOPSpro Enterprise ONLY

Consortium	Member Name	Member Type	WIOA Funded	PY 2015-16 Total Enrollment	ABE/ASE/ESL Enrollment (2015-16)	CTE/AWD/WF/APP etc. (Non-WIOA) Enrollment (2015-16)	TE (One-time) License	Annual Support/Maintenance	Annual Student Record Management Fee @ 40c per Student
03 Barstow	133 Silver Valley Unified School District	K-12/COE			30		\$1,685	\$800	\$12
03 Barstow	134 Baker Valley Unified School District	K-12/COE			30		\$1,685	\$800	\$12
03 Barstow	146 Barstow Unified School District	K-12/COE			215		\$1,685	\$800	\$86
03 Barstow	446 Barstow Community College District	CCD			200		\$1,685	\$800	\$80
Total							\$6,740	\$3,200	\$190

Notes:

*TOPSpro Enterprise (TE) License Fee (column H) is waived for agencies with less than 200 Total Student Enrollment (column E).

*TE License Fee (column H) is not an annual charge. It is a one-time only fee. In order to build a multi-year budget, please exclude this cost from the second-year budget.

*WIOA funded agencies do not pay for a TE License (column H) or an Annual Support/Maintenance (column I)

*WIOA funded agencies pay the Student Record Management Fee (column J) for only the non-WIOA funded program (CTE/AWD/WF/APP, column G) enrollment.

*Please update the enrollment numbers in (column F & G) in order to estimate the multi-year budget for the Student Record Management Fee (column J)

CASAS Assessments and Other Materials	Price	Quantity	Total
CASAS eTests Online	1.5	2000	\$3,000
Paper-Based (Please Check catalog)			\$0
Scan Forms (Set of 100)*	63		\$0

* 20% Discount for set of 40

TOTAL 1 Year	\$6,390
One Time Fee	\$6,740
3-YEAR TOTAL	\$25,910



QUOTE

51 COMMERCE STREET, SPRINGFIELD NJ, 07081

Quote Number: QUO-03329-P3B2V4

Phone: 973.258.0011 Fax: 973.258.0010

Date: 08/08/17

SALES@AZTECSOFTWARE.COM

Expiration Date: 09/19/17

To: **Consortium - Barstow Area Consortium for Adult Education**

From: **Christine Nieto**

ATTN: **Sonya Smith**

**551 S. Avenue H
Barstow CA, 92311**

**Sr. Account Manager
Aztec Software**

Details

QTY	Description	Unit Price	Total
15	Aztec's Fundamental Series - Year 1	\$199.00	\$2,985.00
15	Aztec's Foundations Series - Year 1	\$199.00	\$2,985.00
15	Aztec's Bridge Series - Year 1	\$199.00	\$2,985.00
40	Kaplan GED® Prep Solution - Year 1	\$375.00	\$15,000.00
15	Aztec's Accuplacer Series - Year 1	\$199.00	\$2,985.00
15	Aztec's Fundamental Series - Year 2	\$199.00	\$2,985.00
15	Aztec's Foundations Series - Year 2	\$199.00	\$2,985.00
15	Aztec's Bridge Series - Year 2	\$199.00	\$2,985.00
40	Kaplan GED® Prep Solution - Year 2	\$375.00	\$15,000.00
15	Aztec's Accuplacer Series - Year 2	\$199.00	\$2,985.00
15	Aztec's Fundamental Series - Year 3	\$199.00	\$2,985.00
15	Aztec's Foundations Series - Year 3	\$199.00	\$2,985.00
15	Aztec's Bridge Series - Year 3	\$199.00	\$2,985.00
40	Kaplan GED® Prep Solution - Year 3	\$375.00	\$15,000.00
15	Aztec's Accuplacer Series - Year 3	\$199.00	\$2,985.00
1	Multi Year Discount	-\$16,164.00	-\$16,164.00
4	Professional Development	\$2,500.00	\$10,000.00

Subtotal: \$74,656.00

Process and Handling:

Total Tax:

Total: \$74,656.00

Signature _____ Date: _____

Title _____

EMail my Invoice

Fax my Invoice

Mail my Invoice

This quote is valid for a period of 45 days

Quote Recap & Notes

This product is delivered ELECTRONICALLY. This quote provides access for a term of three years and provides use of:

- 40 concurrent licenses of Kaplan GED Learning System powered by Aztec Software
- 15 concurrent licenses of Fundamentals
- 15 concurrent licenses of Foundations
- 15 concurrent licenses of Pre-HSE Bridge
- 15 concurrent licenses of Accuplacer with unlimited enrollment opportunities.

This solution includes interactive software, curriculum-enhanced videos and 40 Kaplan GED Premier Prep Books (shipped separately & annually to a single location).

This quote provides for up to four days of onsite training and blended learning professional development (two per year for two years) at \$2500 per session.

Consortia sites include: Baker Valley Adult School, Silver Valley Adult School, and Barstow Adult School.

All pricing of Internet products is based upon an ANNUAL SUBSCRIPTION fee. Renewal fees will be equal to the current list price of the product. Any additional taxes required will be added to your invoice.

Credit Card Payment Option: There is a 2.5% credit card processing fee.

To expedite a purchase, a signed quote and an attached purchase order is required, you may send both via fax (9732580010) or email them to sales@aztecsoftware.com

Thank you for your interest in Aztec Software. If you need further assistance please do not hesitate to contact our office.

Barstow Area Consortium for Adult Education

2017-18 CFAD

<u>Proposed Member Allocations</u>	<u>Requested</u>	<u>Final Allocation</u>	<u>Total Remaining</u>	<u># of Students Reported</u>	<u># of Students Qualified</u>	<u>%</u>	<u>Proportional Allocation</u>
STARTING BALANCE			\$860,324.00				
Baker Valley USD	\$62,318.00	\$62,318.00	\$798,006.00	14	9	2.59%	\$22,263.47
Barstow USD	\$436,874.00	\$436,874.00	\$361,132.00	215	0	39.74%	\$341,903.25
Barstow Community College	\$966,000.00		\$361,132.00	251	251	46.40%	\$399,152.17
Silver Valley USD	\$269,170.00	\$269,170.00	\$91,962.00	61	31	11.28%	\$97,005.11
Pan-Consortium Activities	\$30,000.00	30000	\$61,962.00				
TOTAL	\$1,764,362.00			541	291	100.00%	

2016-17 Spend Down

<u>Proposed Member Allocations</u>	<u>Requested</u>	<u>Final Allocation</u>	<u>Total Remaining</u>
STARTING BALANCE			\$860,324.00
Baker Valley USD			\$860,324.00
Barstow USD			\$860,324.00
Barstow Community College			\$860,324.00
Silver Valley USD			\$860,324.00
Consulting Services		\$49,000.00	\$811,324.00
Pan Consortium Activities		\$50,000.00	\$761,324.00
TOTAL			\$761,324.00

Barstow Area Consortium for Adult Education

Pan-Consortium Budget Allocations 2015-16

Proposed Expenses Purpose	Member(s)	Units	Cost	Sub Total		Objective	Page 3-Year	Program
				(No To Exceed)	Total Remaining		Plan	Area
STARTING BALANCE								
					\$409,714.00			
Professional Development	All + Partners	3	\$2,500.00	\$7,500.00	\$402,214.00	6	Multiple	All
Conferences - ACTE / Nashville	All	4	\$2,000.00	\$8,000.00	\$394,214.00	6	Multiple	All
Conferences - CCAE Regional / Palm Springs	All	4	\$1,000.00	\$4,000.00	\$390,214.00	6	Multiple	All
AEBG Director's Conference / Sacramento	Consortium	1	\$1,000.00	\$1,000.00	\$389,214.00	6	Multiple	All
College Transition Counselor	All + Partners	1	\$40,000.00	\$40,000.00	\$349,214.00	3	20	All
Consultant Services	All + Partners	1	\$50,000.00	\$50,000.00	\$299,214.00	All	All	All
Instructional Materials - Print	All	1	\$20,000.00	\$20,000.00	\$279,214.00	All	All	All
Radio PSAs	All	1	\$5,000.00	\$5,000.00	\$274,214.00	All	All	All
Marketing Collateral & Web Site	All	1	\$13,400.00	\$13,400.00	\$260,814.00	All	All	All
Direct Mailer	All	1	\$10,000.00	\$10,000.00	\$250,814.00	All	All	All
Testing Center Hardware / Smart Boards	All	1	\$24,000.00	\$24,000.00	\$226,814.00	All	All	All
BUSD New GED Testing Center/Location - Outfitting (50%)	All	1	\$114,463.00	\$114,463.00	\$112,351.00	3	3	All
Silver Valley Annual Allocation	Silver Valley	1	\$112,266.78	\$112,266.78	\$84.22	All	All	All



August 30, 2017

Dear Mr. Rosin,

Phoenix Design, LLC, is pleased to submit the following response to your request for a proposal for graphic design materials for the Barstow Area Consortium for Adult Education. All graphic design work will align to print vendor specifications, and include 3 prototype versions. Based on your criteria, the below scope of work/cost proposal covers the materials you requested:

Scope of Work:

Marketing Collateral	Unit Price	Quantity	SubTotal
Consortium LOGO	\$1,500.00	1	\$1,500.00
Basic website design 6 pages. (Main page \$2500, sub page \$1000)	\$7,500.00	1	\$7,500.00
Postal Mailer	\$500.00	1	\$500.00
Postal Mailer – Spanish - same design	\$250.00	1	\$250.00
Poster	\$500.00	1	\$500.00
Poster - Spanish - same design	\$250.00	1	\$250.00
Brochure	\$800.00	1	\$800.00
Brochure – Spanish - same design	\$350.00	1	\$350.00
Standees Main Design	\$500.00	1	\$500.00
Standees Sub Design (one for each member district)	\$250.00	4	\$1,000.00
Table Runner	\$250.00	1	\$250.00
TOTAL			\$13,400.00

Respectfully Submitted,

A handwritten signature in black ink that reads "Sander Phoenix".

Sander Phoenix
Creative Director, Phoenix Design, LLC

MEMORANDUM OF UNDERSTANDING
BARSTOW AREA CONSORTIUM FOR ADULT EDUCATION

This Memorandum of Understanding shall stand as evidence that the following districts intend to work together toward the mutual goal of collaborating to meet the goals of the Barstow Area Consortium for Adult Education (BACAE), hereafter referred to as the Consortium, to improve the delivery of adult education in the Barstow Area Consortium for Adult Education. This agreement is entered into between the following School Districts, hereafter referred to as MEMBERS.

- Baker Valley Unified School District
 - Barstow Community College
 - Barstow Unified School District
 - Silver Valley Unified School District
1. Barstow Unified School District shall serve as the Consortium Fiscal Agent, hereafter referred to as FISCAL AGENT.
 2. Term: The term of this MOU shall become effective as of July 1, 2017 and shall expire June 30, 2018 and shall apply to the 2017-2018 fiscal year (Adult Education Block Grant Program Year Three).
 3. Cost of Services: The MEMBER shall be directly apportioned the sum declared in the BACAE Consortium Fiscal Administration Declaration as approved by the Barstow Area Consortium for Adult Education for the current program year and in accordance with Sections 84900-84920 of the California Education Code. Funds provided under this agreement shall be used in accordance with applicable laws and the provisions herein.
 4. Leveraging of Regional Resources: MEMBERS agree to disclose amounts received from other resources that may be used to address the Adult Education Block Grant program areas and objectives. Furthermore, MEMBERS agree to leverage resources, in addition to any AEBG funds they may receive, to enhance the region's adult education delivery system and to do so in a coordinated effort with the Consortium.

Furthermore, PROVIDER MEMBERS with adult schools agree to apply for WIOA Title II: AEFLA grant funds (supplemental funding and to be determined in accordance with WIOA Title II: AEFLA funding award timelines).

5. Eligible Member: A MEMBER is a member in good standing, as defined by California Education Code Sections 84900-84920, of the Consortium and agrees to maintain its membership and participation in the Consortium. Failure to maintain its membership in the consortium and demonstrate effectiveness will result in a loss of funding.
6. General: The Barstow Area Consortium for Adult Education has been formed, in accordance with AB86, Section 76, Article 3, in accordance with AB 104, and Sections 84900-84920 of the California Education Code to develop a regional plan to improve the delivery of adult education and address existing gaps in programs and services. Funds apportioned shall be used only for supporting the following adult education programs designed for adult education students in the following areas:

- A. Programs in elementary and secondary basic skills, including programs leading to a high school diploma or high school equivalency certificate.
 - B. Programs for immigrants eligible for educational services in citizenship, English as a second language, and workforce preparation.
 - C. Programs for adults, including, but not limited to, older adults, that are primarily related to entry or reentry into the workforce.
 - D. 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.
 - E. Programs for adults with disabilities.
 - F. Programs in career technical education that are short term in nature and have high employment potential.
 - G. 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.
7. Mutuality, Shared Leadership, and Collaboration: The Consortium's governance and decision-making processes are based on recognition of and respect for the interrelationships of the districts and their constituent groups. The commitment to this principle is demonstrated in the following ways:
- Members of the Consortium publicly acknowledge the importance of participatory governance and the rewards to all for collaborative participation.
 - Members will vote to select co-chair annually for the Consortium Board to ensure shared leadership between the Community College system and the K-12 Education system.
 - Members agree to participate and provide input throughout the implementation process to ensure shared leadership.
8. Member Role and Participation: This principle supports the use of democratic processes to ensure that the voices of all MEMBERS are included. Any MEMBER of the Consortium can bring items and issues to the consortium as a whole. In order for this principle to be fully implemented, all members of the Consortium are asked to fulfill the following responsibilities of Consortium membership:
- Each MEMBER Board of Education will designate one voting representative and one alternate voting representative to the Consortium Board and ensure attendance at and participation in regular Consortium meetings. Each MEMBER district will be allowed one vote. A simple majority of MEMBERS present constitutes a quorum. All issues to be voted on shall be decided by a simple majority of those present at the meeting in which the vote takes place.
 - If a MEMBER of the Consortium Board is unable to attend a meeting, the alternate shall vote in their place.
 - MEMBERS will vote on items concerning fiscal and implementation decisions.
 - Each MEMBER will provide data and information relevant to adult education as needed for the implementation, assessment, and revision of a regional plan and annual plans.
 - Each MEMBER will agree to participate as necessary in the implementation process including participation as needed in sub-groups and or committees.
 - MEMBERS agree that in the interest of the Consortium and key stakeholders they will function as a team member with other MEMBERS of the group, follow through

on tasks, report meeting outcomes back to key stakeholders within their organizations, work toward common understanding and consensus in an atmosphere of respect, support the implementation of recommendations once group consensus is reached, and welcome change and innovation.

9. Community Partnerships: Partner organizations identified by the Consortium through an application process will be invited to participate in Consortium meetings and activities. They are recognized as valuable stakeholders and partners in the implementation of educational services for adults.
10. Committees: The Consortium Board may create committees or workgroups as needed. In addition to the Consortium Board, two workgroups, based on current program areas, are hereby established. The two workgroups include: ABE/HSE/HSD and ESL/CTE. These workgroups are comprised of and open to educators, industry experts, partner representatives, and other representatives from all stakeholders with an in interest in promoting adult education efforts in the region.
11. Transparency: The Consortium values transparency and strives to maintain an open and honest approach to decision-making, operations and communication. Everyone who will be impacted by a decision is encouraged to be involved in shaping the recommendation. The commitment to this principle is demonstrated by adherence to the Brown Act.
12. Fiscal Administration of Consortium: BACAE utilizes a fiscal agent funding model in accordance with Sections 84900-84920 of the California Education Code. Each year the BACAE Board takes public action to approve the Consortium Fiscal Administration Declaration which declares direct funding levels received by MEMBERS on a yearly basis.

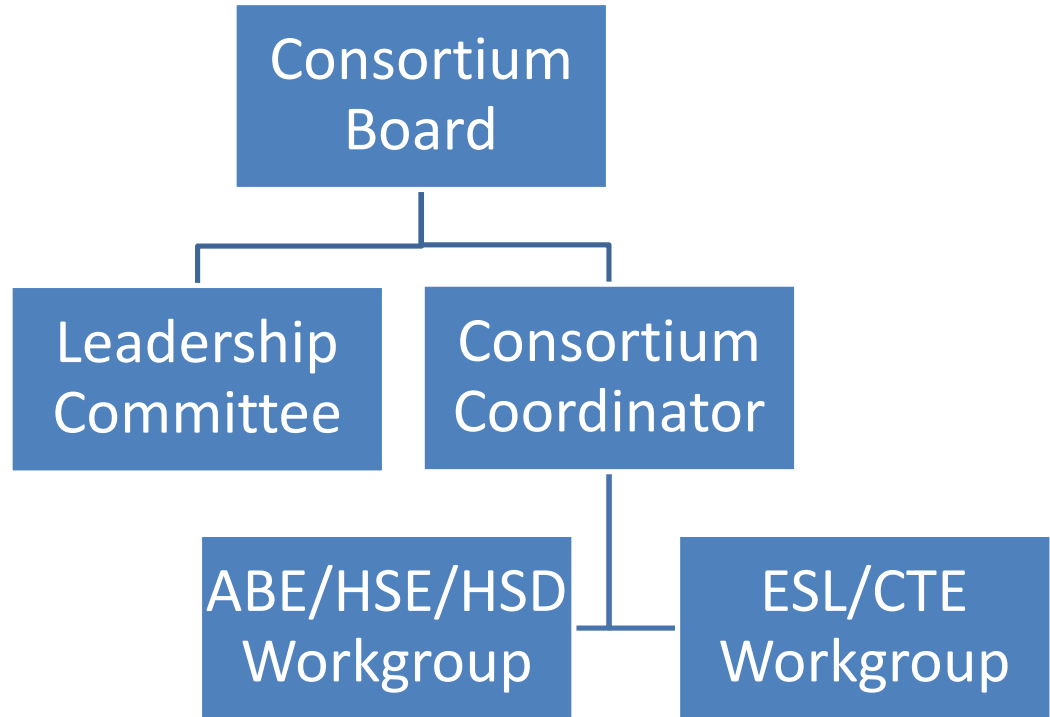
Fiscal Agent Role and Responsibilities: The Fiscal Agent (FA) will be identified to the State as the fiscal coordinator on behalf of the Barstow Area Consortium for Adult Education for the Adult Education Block Grant. The Fiscal Agent shall be responsible for the submission of the Consortium Fiscal Administration Declaration (CFAD) to the California Community College Chancellor's Office according to an allocation schedule recommended by the Consortium Coordinator and approved by the Consortium Board. The Fiscal Agent shall not amend the CFAD approved by the Consortium Board. The Fiscal Agent will be responsible for:

- Acting as the employer of record for consortium staff.
- Dispersal of monthly AEBG funding to MEMBERS.
- Contracting and coordinating with MEMBER districts to maintain the governance structure and systems of the Consortium.
- Fiscal reporting to the State as required by the Adult Education Block Grant.
- Compliance with State requirements for administration of the Adult Education Block Grant

The Fiscal Agent shall receive in its allocation and hold separate from its regular adult education program, and from other funds, \$XX,XXX.00 for the costs of managing the consortium and for pan-consortium activities managed by the Consortium Coordinator. The Consortium Coordinator shall determine the annual budget for this amount in

accordance with the BACAE Regional Plan, the BACAE Annual Plans and applicable laws.

13. Organizational Structure and Staffing:



Consortium Coordinator: The Consortium Coordinator is hired and supervised by the Fiscal Agent based upon the recommendation of the Consortium Board. The Consortium Coordinator reports to Consortium Board and has day-to-day responsibilities for the organization, including carrying out the organization’s goals and policies. The Consortium Coordinator will manage all board meetings, report on the progress of the organization, answer questions of the Board members and carry out the duties described in the job description. The board can designate other duties as necessary.

14. Allowable Expenses: Funds may only be expended on allowable costs as defined in AB86, AB104, Sections 84900-84920 of the California Education Code, and in accordance with the Barstow Area Consortium for Adult Education Regional Plan (Consortium Three Year Plan) and the Barstow Area Consortium for Adult Education Annual Plan for the 2017-2018 program year. Failure to comply with the provisions of this MOU, applicable laws, and the Consortium Plans may result in the reduction of funding to the MEMBER, loss of funding to the MEMBER, and/or the reallocation of a portion or all of the MEMBER’S funds to other BACAE MEMBERS. A reduction, loss, or reallocation of funding shall affect only the current fiscal year unless a permanent reduction, loss, or reallocation is determined appropriate by the BACAE Board. All changes to MEMBER allocations and funding levels will be made in accordance with applicable law and the BACAE Governance policies and procedures. Indirect costs may not be collected by the MEMBER.

15. Records and Audit: In accordance with the Adult Education Block Grant, the BACAE Regional Plan, and the BACAE Annual Plan for the 2017-2018 program year, the MEMBER agrees to provide fiscal records and measures of effectiveness performance data to the FISCAL AGENT on a quarterly basis. Both FISCAL AGENT and MEMBERS shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this agreement.
16. Compliance with Law: All parties shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to employees, parties shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, worker's compensation insurance, and discrimination in employment.
17. Indemnification: FISCAL AGENT and MEMBERS shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of the FISCAL AGENT or MEMBERS or their agents, officers and employees under this agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer—employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts of omissions occurring under this Agreement or any extension of this Agreement.
18. Amendments: This agreement may be amended by mutual agreement in writing by the parties.
19. Termination: Any party may terminate the Agreement without cause by giving thirty (30) calendar days advanced written notice to the other party.

Barstow Community College

Barstow Area Consortium for Adult Education Memorandum of Understanding
Signature Page

The Barstow Community College Board of Directors has voted to approve the Barstow Area Consortium for Adult Education Memorandum of Understanding.

Philip M. Harris, President
Board of Trustees

Date

Eva Bagg, Superintendent/President
Barstow Community College

Date

Barstow Unified School District

Barstow Area Consortium for Adult Education Memorandum of Understanding
Signature Page

The Barstow Unified School District Board of Education has voted to approve the Barstow Area Consortium for Adult Education Memorandum of Understanding.

Julie Clemmer, President
Board of Education

Date

Jeff Malan, Superintendent
Barstow Unified School District

Date

Baker Valley Unified School District

Barstow Area Consortium for Adult Education Memorandum of Understanding
Signature Page

The Baker Valley Unified School District Board of Education has voted to approve the Barstow Area Consortium for Adult Education Memorandum of Understanding.

Greg Seifert, President
Board of Education

Date

Rhonda Tremblay, Superintendent
Baker Valley Unified School District

Date

Silver Valley Unified School District

Barstow Area Consortium for Adult Education Memorandum of Understanding
Signature Page

The Silver Valley Unified School District Board of Education has voted to approve the Barstow Area Consortium for Adult Education Memorandum of Understanding: Apportionment Agreement.

Karen Gray, President
Board of Education

Date

Jill S. Kemock, Superintendent
Silver Valley Unified School District

Date