

**SOUTHWEST RIVERSIDE COUNTY ADULT EDUCATION REGIONAL CONSORTIUM  
MEMORANDUM OF UNDERSTANDING  
AB 104 ADULT EDUCATION BLOCK GRANT PROGRAM**

**MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT  
AND  
PERRIS UNION HIGH SCHOOL DISTRICT**

This Agreement is entered into between Mt. San Jacinto Community College District hereinafter referred to as MSJCCD whose address is 1499 North State Street, San Jacinto, CA, 92583, and PERRIS UNION HSD hereinafter referred to as Contractor whose address is PERRIS UNION HSD 155 E. 4TH STREET, PERRIS, CA 92570.

This Agreement is based on the AB 104 Adult Education Block Grant Program between MSJCCD and the California Community Colleges Chancellor's Office. The Grant Agreement number is 18-328-035.

Assembly Bill 104 Adult Education Block Grant Program was established by the state of California 2015-2016 budget act and is administered by the California Community Colleges Chancellor's Office and the State Superintendent of Public Instruction who will provide the allocation of grant awards to the regional consortia in support of the improvement and expansion of adult education services.

MSJCCD has been designated as the Fiscal Agent for the Adult Education Block Grant Program for the Southwest Riverside County Regional Adult Education (SRCAERC) referred to as the Consortium. MSJCCD is responsible for distributing funds to each Consortium member and/or partner within the region.

The SRCAERC will certify that the implemented programs, the staff hired and the purchases made by the funded organizations, school districts and community colleges meets the required criteria as defined by the Adult Education Block Grant Program (AEBG) terms and conditions. Each organization will be submitting fiscal reports as required by the California Community College Chancellor's Office.

Mt. San Jacinto Community College District (MSJCCD) as the designated fiscal agent and as a member of the SRCAERC is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters.

If such person are specially trained, experienced and competent to perform the special services required and MSJCCD is in need of such special services and advice and PERRIS UNION HSD can and will provide said services.

In consideration of these mutual promises, the Parties agree as follows:

**TERM**

The term of this Agreement will be effective from July 1<sup>st</sup>, 2018 and will end on December 31, 2020.

## **TERMINATION**

Either party may terminate this Agreement, without cause, with thirty (30) days written notice to the other party.

## **AWARD ALLOCATION**

The Southwest Riverside County Adult Education Regional Consortium (SRCAERC) has agreed to award PERRIS UNION HSD a portion of the Consortium funds in an amount not to exceed \$195,313 as approved by the SRCAERC as a whole.

## **ADVANCE ALLOCATION**

MSJCCD will advance 25% of the awarded funds to PERRIS UNION HSD upon full execution of this Agreement.

## **DISTRIBUTION OF FUNDS**

Following the initial advancement, funds will be disbursed on a quarterly basis in October, January, and April of the funding fiscal year.

## **ATTACHMENTS**

The Adult Education Block Grant Program Guidance, Fiscal Management Guide, Program Fees Policy and Allocation Schedule are attached to this Agreement as a reference.

## **EXHIBITS**

Exhibit A (FY 2018-19 Annual Plan – which will be forwarded upon completion in August); Exhibit B (Declaration of Funds – attached); and Exhibit C (Member Allocation Form – attached).

## **SERVICES**

PERRIS UNION HSD will not begin specified work without a fully executed Agreement in place.

PERRIS UNION HSD agrees that the funds will be used to support the following seven program areas of adult education:

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.
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 and described in the 2018-19 Annual Plan (detailed in Exhibit A – not attached).

### **ADDITIONAL FUNDING**

The SRCAERC has agreed to implement a mini grant process for members to apply for additional funding. Additional funding may be requested by submitting a Declaration of Funds proposal (Exhibit B – attached) to the SRCAERC. The member must justify and provide supporting documentation verifying that they have met or exceeded the seven objectives. The Declaration of Funds proposal must be accompanied by a Member Allocation Form (Exhibit C – attached) showing classification of the requested additional funds. Requests for additional funds must be approved by the Consortium.

### **PROGRESS REPORT**

**PERRIS UNION HSD** will report expenditures and activities occurring during the previous quarter as follows:

- Each quarter ending September 30<sup>th</sup> is due December 1<sup>st</sup>.
  - Declaration of Funds report is due each February 1<sup>st</sup>.
  - Each quarter ending December 31<sup>st</sup> is due March 1<sup>st</sup>.
  - Each quarter ending March 31<sup>st</sup> is due June 1<sup>st</sup>.
  - Each quarter ending June 30<sup>th</sup> is due September 1<sup>st</sup>.
1. Reporting will follow a format provided by the California Community Colleges Chancellor's Office and will be accompanied by auditable documentation to support the claimed expenditures. Each member will enter expenditures directly into the AEBG NOVA database and will forward a copy of their financial ledger summary for the period being reported to MSJCCD for review and certification.
  2. The accounting of funds shall indicate current period totals for the approved budget categories.
  3. Costs incurred under this agreement shall be in accordance to California Education Code (EC) §84913, §84914, and any future guidance provided by the California Community Colleges Chancellor's Office to comply and achieve the Legislative intent provided in AB104 of 2015 as in effect during the period of this Agreement.
  4. A final accounting of funds must be submitted with the quarterly reports due January 15, 2020, and must be marked "Final" by PERRIS UNION HSD for inclusion in MSJCCD's annual report of expenditures to the California Community College's Chancellor's Office.

### **OVERSIGHT REQUIREMENTS**

Spending targets to increase by 15% each quarter. Failure to meet spending targets may result in a decrease of funding by the California Community Colleges Chancellor's Office. Budget changes that exceed 15% will require member justification and consortium approval.

### **BUDGET CONCERNS**

If the state or federal budget for the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall have no force and effect. In this event, MSJCCD shall have no liability to pay any funds whatsoever to PERRIS UNION HSD or to furnish any consideration under this Agreement and PERRIS UNION HSD shall not be obligated to perform any provision of this Agreement. Any work performed by PERRIS UNION HSD prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.

### **SUB-AGREEMENTS**

PERRIS UNION HSD may not make any sub-agreements with any third parties without advance prior written approval by MSJCCD and the California Community College Chancellor's Office.

### **RECORDS AND AUDIT**

1. In accordance with the terms and conditions of the grant and state and federal requirements, PERRIS UNION HSD must maintain records regarding the use of grant funds and progress toward grant objectives. PERRIS UNION HSD will maintain appropriate financial records in accordance with generally accepted accounting practices.
2. PERRIS UNION HSD will make available to MSJCCD upon request, backup financial documentation that clearly describes the nature of each expense, as authorized in the approved budget.
3. PERRIS UNION HSD agrees that MSJCCD shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. PERRIS UNION HSD agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period for records retention is stipulated. PERRIS UNION HSD agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. PERRIS UNION HSD agrees to include a similar right to the California Community College Chancellor's Office, the Bureau of State Audits, or any other appropriate state or federal oversight agency or their designated representative(s) to audit records and interview staff.

### **PRODUCTS AND DELIVERABLES**

Any document or written report prepared by PERRIS UNION HSD shall contain the Grant Agreement number and the dollar amount of this Agreement.

## **TRAVEL**

For travel necessary to the performance of this Agreement, PERRIS UNION HSD travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by PERRIS UNION HSD Governing Board. Travel and other expenses shall be limited to those necessary for the performance of this Agreement.

## **STANDARDS OF CONDUCT**

PERRIS UNION HSD shall disclose any employment or contractual relationships it may have with other colleges being served under a statewide or regional grant. Such relationships are prohibited and shall be promptly terminated, unless after being fully informed of the circumstances, MSJCCD and the Project Monitor (California Community College Chancellor's Office) determines that the services being provided to the other college by PERRIS UNION HSD are above and beyond or unrelated to those provided under this Agreement.

## **INTELLECTUAL PROPERTY**

1. PERRIS UNION HSD agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, and/or trademarks or service marks first created, developed or produced pursuant to this Agreement, by PERRIS UNION HSD shall be and are Work for Hire. All rights, title, and interest in and to the work first developed under this Agreement shall be assigned and transferred to the California Community College Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Agreement.
2. The copyright for all materials first produced as a result of this Work for Hire Agreement shall belong to the California Community College Chancellor's Office and PERRIS UNION HSD shall assign all rights, title and interest thereto, to the California Community College Chancellor's Office. The California Community College Chancellor's Office shall acknowledge PERRIS UNION HSD as the author of works produced pursuant to the Work for Hire Agreement on all publications of such work. The California Community College Chancellor's Office may license PERRIS UNION HSD to reproduce and disseminate copies of such work provided the licensee agrees to permit infringement of the copyright by any person, to compensate the California Community College Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the California Community College Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement. Said license shall include the right to create and use works derived from those created under this Agreement, even if such derived works compete with other works created under this Agreement.
3. All technical communications and records originated or first prepared by PERRIS UNION HSD, if any, pursuant to this Work for Hire Agreement, including papers, reports, MSJCCD AB 104 Contractor Agreement charts, computer programs, and technical schematics and diagrams, and other documentation, but not including PERRIS UNION HSD's administrative communications and records relating to this Agreement, shall be delivered to and shall become the exclusive property of the California Community College Chancellor's Office and may be copyrighted by the California Community College Chancellor's Office.

4. In connection with any license granted pursuant to the preceding paragraphs, **PERRIS UNION HSD** agrees not to permit infringement by any person, to compensate the California Community College Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the California Community College Chancellor's Office for any and all claims arising out of or in connection with such license. **PERRIS UNION HSD** may, with the permission of the California Community College Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
  
5. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, and trademarks or service marks created, developed or produced pursuant to this Agreement are for and are the property of the California Community College Chancellor's Office. **MSJCCD** shall obtain an acknowledgement of the work for hire performed by **PERRIS UNION HSD** if they produce intellectual property pursuant to this Agreement, and all rights, title, and interests in such property shall be assigned to the California Community College Chancellor's Office from **PERRIS UNION HSD**. No unpaid volunteer or other person shall produce copyright materials under this Agreement without entering into a subcontract or subgrant between such person(s) and **PERRIS UNION HSD** giving the California Community College Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

#### **WORKERS' COMPENSATION**

**PERRIS UNION HSD** hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement or is self-insured in accordance with the provisions of Labor Code section 3700 and agrees to furnish to the **MSJCCD** satisfactory evidence thereof at any time the Project Director may request.

#### **GOVERNING LAW**

It is understood and agreed that this Grant shall be governed by the laws of the State of California both as to its interpretation and performance.

#### **PARTICIPATION IN GRANT FUNDED ACTIVITIES**

1. During the performance of this Agreement **PERRIS UNION HSD** shall ensure that no person is excluded from, denied the benefits of, or otherwise subjected to discrimination with respect to participation in any program or activity funded under this Agreement on the basis of ethnic group identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or mental disability.
  
2. Programs funded by this Agreement should not be designed, administered, or advertised in a manner that discourages participation on any of the bases set forth above. Any informational, advertising, or promotional materials regarding such programs may not include any statements to the effect that a program is for,

or designed for, students of a particular race, color, national origin, ethnicity or gender.

3. In the event that mentoring or counseling services are provided with funding provided by this Agreement, students may not be paired with mentors or counselors based solely upon the race, color, national origin, ethnicity or gender of the students, mentors, or counselors.

#### **DISCRIMINATION CLAUSE**

1. During the performance of this Grant, PERRIS UNION HSD shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), age (over 40), marital status, denial of family care leave, sexual orientation, political affiliation, or position in a labor dispute. PERRIS UNION HSD shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
2. PERRIS UNION HSD shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Reg., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
3. PERRIS UNION HSD shall also comply with the provisions of Government Code sections 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the California Community Colleges (Cal. Code Reg. Title. 5, §§ 59300 et seq.)
4. PERRIS UNION HSD shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement

#### **ACCESSIBILITY FOR PERSONS WITH DISABILITIES**

1. By signing this Agreement, PERRIS UNION HSD assures MSJCCD that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
2. PERRIS UNION HSD shall, upon request by any person, make any materials produced with funds under this Agreement available in Braille, large print, electronic text, or other appropriate alternate format. PERRIS UNION HSD shall establish policies and procedures to respond to such requests in a timely manner.

3. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by PERRIS UNION HSD, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
4. Design of computer or web-based instructional materials shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/WAI/guid-tech.html>) or similar guidelines developed by the California Community College Chancellor's Office.
5. PERRIS UNION HSD shall respond to and resolve any complaints regarding accessibility of its products and services as required by this section. If such complaints are not informally resolved, they shall be treated and processed as complaints of discrimination based on disability pursuant to California Code of Regulations, title 5, sections 59300 et seq.
6. PERRIS UNION HSD shall indemnify, defend, and hold harmless the California Community College Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section - Accessibility for Persons with Disabilities.

#### **HOLD HARMLESS & INDEMNIFICATION**

PERRIS UNION HSD agrees to indemnify, defend and hold harmless MSJCCD, its trustees, officers, agents and employees from any and all claims losses accruing or resulting to any and all employees, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by PERRIS UNION HSD in the performance of this Agreement.

#### **INDEPENDENT CONTRACTOR STATUS**

PERRIS UNION HSD, and the agents and employees of PERRIS UNION HSD, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of MSJCCD.

#### **AGREEMENT IS COMPLETE**

No amendment, alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing, signed by both Parties, and fully approved as required. This Agreement supersedes all prior written and or oral agreements.



**NOTICES**

All notifications pertaining to this Agreement must be in writing and will be addressed as follows:

College: Mt. San Jacinto Community College District Business Services Department  
1499 N. State Street, San Jacinto, CA 92583

Contractor: PERRIS UNION HSD  
155 E. 4TH STREET, PERRIS, CA 92570.

**EXECUTION OF AGREEMENT:**

This Agreement will not become effective or in force until all of the parties have fully executed this Agreement. Only the legally authorized representative of each Organization is allowed to sign this Agreement.

**Mt. San Jacinto Community College District**

Signature: Beth Gomez  
Name: Beth Gomez  
Title: Vice President of Business Services  
Date: 7/2/19

**PERRIS UNION HSD**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_