



OFFICE OF THE
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
601 North E Street
San Bernardino, CA 92415

Resolution No. 21-22-35

**K12 STRONG WORKFORCE PROGRAM
MEMORANDUM OF UNDERSTANDING (MOU)
MOU NO. 22/23-0077**

This MOU sets forth the terms between San Bernardino County Superintendent of Schools Regional Occupational Program, hereinafter called “**SUPERINTENDENT**”, and **Silver Valley Unified School District**, hereinafter called “**LEA**”, with regards to participation in the K12 Strong Workforce Program **ROUND 4**, hereinafter called “**K12 SWP**”.

I. Background

The California Community Colleges Chancellor’s Office (CCCCO) in partnership with the California Department of Education (CDE) has appropriated \$150,000,000 in ongoing funding has been appropriated under Education Code Section 88827 for the K12 Strong Workforce Program to create, support, and/or expand high-quality career technical education programs at the K12 level. Funding is intended for efforts that are aligned with the workforce development efforts occurring through the Strong Workforce Program, that are responsive to regional economic priorities, and that increase the transition from secondary to post-secondary and career with an emphasis on a collaborative approach between the K12 and Community College systems.

II. Purpose of MOU

The purpose of this MOU is to establish a cooperative and mutually beneficial relationship between the parties and to set forth the responsibilities of the parties as related to the implementation of the **K12 SWP** grant. Additionally, the purpose of the MOU is to ensure that no participating district shall be harmed if another member district defaults or does not comply with the requirements of the K12 Strong Workforce Program Round 4. The parties pertaining to this MOU that have agreed to form a consortium for the purpose of the K12 Strong Workforce Program (Round 4) are: San Bernardino County Superintendent of Schools Regional Occupations Program (SBCSS ROP), Apple Valley Unified School District (AVUSD), Barstow Unified School District (BUSD), Hesperia Unified School District (HUSD), Lucerne Valley Unified School District (LVUSD), Silver Valley Unified School District (SVUSD), Snowline Joint Unified School District (SJUSD), and Victor Valley Unified School District (VVOHSD). The later seven parties are member districts of Mountain Desert Career Pathways Joint Powers Authority (MDCP JPA).

III. Duration of MOU

The term of this MOU shall be from January 1, 2022 through June 30, 2024 unless modified or terminated in writing. If at any time either party is unable to complete their responsibilities under this agreement, the affected party shall immediately provide written notice to the other party to establish a date for mutual termination of the MOU. Termination can be exercised by either party thirty (30) days following written notice.

IV. Administrative/Fiscal Responsibilities

As the administrative agency for the **K12 SWP** consortium, **SUPERINTENDENT** will:

- a. Receive and administer the allocated funds, submit the necessary plans, applications and all fiscal claims to the CCCCCO per **K12 SWP** guidance.
- b. Report data as a program participation requirement to allow for evaluation of the program. Data collected on program outcomes that is necessary to support and evaluate **K12 SWP**, as described in Education Code §§ 88828, shall be submitted by the grant recipients (lead **LEA** and partner **LEAs**) to the State Department of Education each fall, immediately following the fiscal year for which data are being reported. The lead **LEA** (**SUPERINTENDENT**) must notify the K-14 Technical Assistance Provider that data has been reported by the November 1 due date. The K-12 Selection Committee, in consultation with the Strong Workforce Program Career Technical Education Regional Consortium, may end contracts and grants from grantees that do not provide the required outcomes-based data.
- c. Facilitate meetings, communication, and support **LEAs** in compliance with the 11 High Quality Elements of CTE and **K12 SWP** requirements.
- d. Upon receipt of funds from IEDRC, Distribute K12 Strong Workforce Round 4 project funds per Exhibit A: IEDRC 22-12 MDCP Industry-Standard Access and Simulated Work Based Learning Funding Distribution

V. LEA Responsibilities

Each **LEA** participating in the **K12 SWP** consortium will:

- a. Meet all programmatic, reporting and funding requirements set forth by the K12 Strong Workforce Program.
- b. Ensure that, should **LEA** cause an adverse action due to non-compliance of these requirements, **LEA** shall hold the other districts in the consortium and **SUPERINTENDENT** harmless and shall reimburse all charges levied against **SUPERINTENDENT** and the consortium by the California Community Colleges Chancellor's Office (CCCCO) in regards to the K12 Strong Workforce Program due to **LEAs** actions.
- c. Maintain records and documentation of all expenditures including copies of purchase orders, reconciled credit card receipts, mileage claims, conference receipts, hotel receipts, etc. for a minimum of three years after final funds are received
- d. Ensure expenditures align with the budget submitted and approved through the Inland Empire Desert Regional Consortium (IEDRC). Any budget modifications must be pre-planned and pre-approved by IEDRC prior to spending.
- e. Make every effort to expend all funds awarded to the **LEA** through the **K12 SWP** Round 4 program by December 31, 2023. In January 2024, MDCP Coordinating Council will convene to review remaining funds and make recommendations to the MDCP Governing Board regarding either of two options to ensure all funds awards to the consortium are expended by June 30, 2024: (1) funds need to be reallocated between districts or (2) existing spending plans will ensure all funds are spent.
- f. Attend monthly MDCP Coordinating Council meetings as determined by the **SUPERINTENDENT** staff through MDCP.
- g. Permit a right of the **SUPERINTENDENT**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff related to the performance of this Agreement and the related **K12 SWP** Round 4 Program.
- h. Submit timely data, reports, and information as requested by the **SUPERINTENDENT** and per Education Code §§ 88828, including but not limited to:
 1. Reports and data as needed for program evaluation and compliance.

2. Reports and data that can be used by policymakers, **LEAs**, community college districts, and their regional partners to support and evaluate the program, including, to the extent possible, demographic data used to evaluate progress in closing equity gaps in program access and completion, and earnings of underserved demographic groups.
 3. Sign an MOU with Cal-PASS Plus to facilitate the sharing of data with the Cal-PASS Plus data system (if not already done so).
 4. Maintain a current MOU with Cal-PASS Plus throughout the life of the awarded grant.
 5. Upload end-of-year data files, as applicable and required by **K12 SWP**, into the Cal-PASS Plus system annually by November 1.
- i. Each **LEA** to this MOU agrees to report matching funds to comply with the **K12 SWP** program matching funds requirements in order to receive **K12 SWP** program funding. For the funding term January 1, 2022 through June 30, 2024, the match requirement is \$1.00 for every \$1.00 received from this program.
 - j. Show that matching funds were used to support the specific program, or programs, for which the grant was awarded. Funds from sources that will not directly serve K12 students in the specific program(s) cannot be used as a match. The local match may include funding from the following sources:
 - o School district Control Funding Formula apportionments pursuant to EC Section 42238.02.
 - o Strengthening Career and Technical Education for the 21st Century (Perkins V)
 - o Partnership Academies Program;
 - o Agricultural Career Technical Education Incentive Grant;
 - o Community College Strong Workforce Program that directly serves K12 pupils (i.e., ~~via~~ dual enrollment, early college credit, etc.).
 - o California Adult Education Program (CAEP) as approved by the local board
 - o Business, industry, philanthropic sources that directly support the program
 - k. **K12 SWP** funding, along with required **LEA** matching fund expenditures, must be coded using SACS goal codes 3800.

VI. **K12 SWP General Provisions**

- a. Be informed by, aligned with, and expand upon the Strong Workforce Program Career Technical Education Regional Consortium plans and planning efforts occurring through the Strong Workforce Program.
- b. Offer high-quality curriculum and instruction aligned with the California Career Technical Education Model Curriculum Standards, including, but not limited to, providing a coherent sequence of career technical education courses that enable pupils to transition to postsecondary education or training programs that lead to a career pathway or attain employment upon graduation from high school.
- c. Provide pupils with quality career exploration and guidance.
- d. Provide pupil support services, including, but not limited to counseling and leadership development.
- e. Provide opportunities for pupils to participate in after-school, extended-day, and out-of-school internships, competitions, and other work-based learning opportunities.
- f. Lead to an industry-recognized credential or certificate, appropriate postsecondary training or employment, or a postsecondary degree.
- g. Is staffed by teachers or faculty and provides professional development opportunities for those teachers or faculty members. (Education Code Title 3, Division 7, Part 54.5 [88820-88833])
- h. Comply with the assurances, certifications, and terms and conditions associated with the grant as described in the **K12 SWP** Request for Applications and **K12 SWP** legislation (Education Code Title 3, Division 7, Part 54.5 [88820-88833]) and as established by the Regional Consortia.

- i. Can make changes to any budget category amounts up to 10% of the total award amount per line item without the approval of the Regional Consortium so long as budget categories are not added or deleted, the total dollar amount of the Agreement is not affected, and the outcomes of the Agreement will not be materially affected. Grantee may add or delete budget categories subject to the prior approval of the Regional Consortia [see Exhibit B: K12 Strong Workforce Program RFA - Appendix B: Program Specific Legal Terms and Condition, p. 36].
- j. This MOU is entered into by the duly authorized officials of each respective party.
- k. It is understood by both parties that each will fulfill its responsibility under the MOU in accordance with the provisions of law and regulations that govern their activities.
- l. Nothing in this MOU is intended to negate or otherwise render ineffective any previous MOUs.
- m. This MOU constitutes the entire MOU hereto with respect to the subject matter.
- n. No amendment, modification or alteration in the terms of the MOU shall be binding on either party unless submitted in writing.
- o. This MOU may be amended by the mutual written consent of the parties.

Approved By:


<p>SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS</p>  <p>Kevin Garcia, Procurement Manager Procurement and Warehouse Services</p> <p>Date: <u>5/19/22</u></p>	<p>SILVER VALLEY UNIFIED SCHOOL DISTRICT</p> <hr/> <p>Superintendent/Designee</p> <p>Date: <u>6/14/2022</u></p>
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Exhibit A: IEDRC 22-12 MDCP Industry-Standard Access and Simulated Work Based Learning Funding Distribution

District	ADA per R4 NOVA Application	% of total ADA	Allocation from \$2,000,000 initial award	Less \$1k for SBCSS Indirect (4% on first \$25k = \$1k total)	Initial Allocation (for Districts 70% minus \$1k SBCSS Indirect)	30% Final Allocation (Reimbursement)
AVUSD	5,699	17.43%	\$348,670	\$347,670	\$242,369	\$105,301
BUSD	2,331	7.13%	\$142,612	\$141,612	\$98,128	\$43,484
HUSD	9,978	30.52%	\$610,462	\$609,462	\$425,623	\$183,839
LVUSD	330	1.01%	\$20,190	\$19,190	\$12,433	\$6,757
SVUSD	691	2.11%	\$42,276	\$41,276	\$27,893	\$13,383
SJUSD	3,420	10.46%	\$209,238	\$208,238	\$144,767	\$63,471
VVUHSD	10,241	31.33%	\$626,552	\$625,552	\$436,886	\$188,666
<i>Total for Districts</i>	32,690	100.00%	\$2,000,000	\$1,993,000	\$1,388,100	\$604,900
SBCSS				\$7,000	\$7,000	\$0
Total Award				\$2,000,000	\$1,395,100	\$2,000,000



APPENDIX B: Appendix Program-Specific Legal Terms, and Conditions

A. COST AND PAYMENTS

In consideration of satisfactory performance of the services described in the Grantee's application, the applicable Strong Workforce Program Career Technical Education Regional Consortium (hereinafter Regional Consortium) agrees to pay the Grantee a total amount not to exceed the "Grant Funds" amount stated on the fully executed Grant Agreement. Payment should be made as follows:

Beginning in 2021, an advance payment of 70% of the total amount of this Grant Agreement will be paid, upon receipt of an invoice, after the Grant Agreement is fully executed.

Grantee may request progress payment(s) up to 20% of the total amount of this Grant Agreement upon submission of an invoice and accompanying documentation as required by the Regional Consortium and completion of all reports due at the time the invoice is submitted. Payment of the final 10% will be made upon receipt of an invoice and accompanying documentation as required by the Regional Consortium, and review and approval by the Regional Consortium of expenditure/progress reports and the final report.

B. WORK TO BE PERFORMED

The Grantee shall complete the tasks described in the Grantee's application and funds shall be expended in compliance with the requirements for the funding source and Grant Agreement with the Regional Consortium.

C. MODIFICATION/BUDGET CHANGES

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Regional Consortium prior to the modification being made. The Regional Consortium may require that a Grant Amendment be processed if the Regional Consortium determines that the change would materially affect the project outcomes or the term of this Grant Agreement.

Grantee may make changes to any budget category amounts up to 10% of the total award amount per line item without the approval of the Regional Consortia so long as budget categories are not added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement will not be materially affected. Grantee may add or delete budget categories subject to the prior approval of the Regional Consortium.



California Community Colleges

Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcome of the Grant Agreement is materially affected. The process for requesting and approving grant amendments are determined by the Regional Consortium. Budget changes or amendments are subject to applicable program limitations and require approval of the Regional Consortium. No extensions to the performance period will be granted.

Grantees are required to fully expend their grants by the end of the expenditure period. If a grantee projects that they will be unable to do so, they should contact the Regional Consortium and arrange to have their grant reduced to a level which the grantee is confident can be fully spent within the expenditure period. If a Regional Consortium has reason to question whether a grantee can fully expend their grant within the expenditure period, it may request that the grantee provide evidence that it will be able to do so.

When grant funds are unexpended, the unspent funds will go to the next round of K12 SWP funding for the region in which it was awarded.

D. ASSURANCES, CERTIFICATES, TERMS, AND CONDITIONS

Assurances, certifications, terms, and conditions are requirements of applicants and grantees as a condition of receiving funds. The certified K12 SWP application is a commitment to comply with the assurances, certifications, and terms and conditions associated with the grant as described in the K12 SWP Request for Applications and K12 SWP legislation (Education Code, Sections 88820-88833).

As a condition of receiving funds, funded applicants shall do the following:

- Enter into a grant agreement with the applicable Strong Workforce Program Regional Consortium that may include terms and conditions provided by the Chancellor's Office and the applicable Regional Consortium.
- Certify that all identified partners are aware of this grant application and agree to its submission.
- Be responsible for the performance of any services provided through funds awarded under this grant by partners, consultants, or other organizations.
- Certify to the K12 Selection Committee that grant funds received and the matching funds contributed by each local educational agency shall be used solely for the purpose of supporting the program or programs for which the grant is awarded.
- Make expenditure data on career technical education programs available for purposes of determining if the grant recipients have met the matching funds requirements specified in subdivision (c) of Section 88828, and for monitoring the use of funds provided pursuant to Section 88827.
- Every year, the awarded grantees (Lead LEAs and K-14 Partners) must provide student-level data necessary to evaluate K12 SWP as required by Legislation and submit required end-of-year data files.