

2014-15 Minneapolis AE Consortium Agreement

Operating Principles and Procedures

I. Introduction:

This agreement describes the operating procedures related to the functioning of the Minneapolis AE Consortium. Once approved this document may be amended only through a written agreement with Minneapolis Public School Adult Education (MPS AE) and the Community Based Organizations (CBO) Minneapolis AE Consortium representatives. Substantive changes related to overall funding of the Minneapolis Adult Education Program must be approved by the Minneapolis Public Schools Board of Education.

This agreement describes the operation of the Minneapolis AE Consortium. It includes goals, responsibilities, procedures for evaluation, termination (details included in the Corrective Actions Plan), and fund distribution. In addition to this agreement partners must comply with all Minnesota ABE Statutes, MDE ABE Grant Assurances, the Criteria for Continued or Expanded Minneapolis AE Consortium Membership and Partnership Service Agreement. A representative from each CBO, authorized to sign agreements, and MPS AE shall meet annually during the July Minneapolis AE Consortium meeting, to review this agreement.

II. Purpose:

The purpose of the Minneapolis AE Consortium is to share the commitment of providing the best adult education programming possible to the community of Minneapolis. While each partner satisfies a different educational need in our community, we will agree to work together to maintain, coordinate and expand quality instructional programming for underserved adult learners; ensure program quality and mutual accountability, provide advocacy for services and policies related to adult education. We recognize the need for different types of programs, from school to community-based, to best benefit a variety of adult learners. We also recognize the need to work together to ensure all learners' educational needs are met in the Minneapolis community. It is the Minneapolis AE Consortium's desire to increase the quality, availability, and effectiveness of adult programming in the community.

As the fiscal agent MPS AE tasks will include receiving and disbursing monies to designated member agencies of the Minneapolis AE Consortium, based on legislative intent. The Minneapolis AE Consortium will maintain, coordinate, and expand instructional programming as funding allows; ensure program quality and mutual accountability; integrate services with evolving community needs; and provide advocacy and public policy activities related to adult education. All Minneapolis AE Consortium members' work will be guided by the principals of collaboration, diversity, empowerment, equality, accountability, service and commitment.

III. Membership:

The FY 2014-15 Minneapolis AE Consortium full members (members providing their own staff and receiving MDE funding through the fiscal agent) will include the following members as of 8/1/14: Cedar Riverside Adult Education Program, Our Savior's Community Services (English Learning Center), Learning in Style, Somali Success School, Twin Cities RISE!, and Volunteers of America-Evening Adult Program.

The following Community Based Organizations are considered associate members. These members offer CBO space for MPS instructional staff to provide Adult Education services, with no MDE ABE funding being exchanged: Project for Pride in Living, Hennepin County Government Center, Minneapolis Community Technical College and Wells Fargo Bank.

Agencies seeking membership to the Minneapolis AE Consortium will submit an application to the fiscal agent. The organization interested in becoming a new member must demonstrate an understanding of AE in MN and have the administrative, organizational, and instructional capacity to deliver quality AE programming in a manner that will meet or exceed the federal, state and consortium requirements. New or existing members must not locate in an area where similar services are being provided by another Minneapolis AE Consortium member. Should a new member meet the necessary criteria, their information will be presented to the Minneapolis AE Community Advisory Council, the governing board for the Minneapolis AE Consortium, for consideration. If the organization applying for membership meets all criteria and is given the approval to become a member, no financial support will occur between the fiscal agent and the new member until the following NRS year.

All members are expected to meet the following requirements whether they receive funding or not:

- provide adult education services in Minneapolis, with their primary office located in Minneapolis;
- have either non-profit or governmental status;
- have the administrative, organizational, and instructional capacity to deliver quality AE services to adult learners;
- have facilities accessible to physically challenged learners;
- meet or exceed the requirements established by the Minnesota Department of Education (MDE);
- proactively participate in Minneapolis AE Consortium activities to improve the availability and quality of adult services in Minneapolis;
- and advocate for AE services in the consortium as well as around the state whenever possible.

IV. Administration:

A. Administrative Duties:

Coordination and facilitation of the Minneapolis Consortium activities will be provided by a representative of MPS AE:

- Minneapolis AE will prepare agendas, facilitate communication, organize and schedule consortium meetings;
- Maintain contact with members to inform members of state and national policy issues relevant to their work;
- Facilitate program quality, State Grant Assurance, and MDE program compliance activities;
- Represent the Minneapolis AE Consortium in the larger community, and assist with public policy advocacy;
- Develop Minneapolis AE Consortium documents and monitor members, documents and data;
- Prepare and submit required annual State Grant Application and the Five Year Narrative.

B. Fiscal Agent:

Minneapolis AE will serve as fiscal agent. Minneapolis AE will:

- Receive and disburse State ABE monies on a quarterly basis to full members on behalf of the Minneapolis Consortium, according to the Minneapolis Consortium Agreement, MDE guidelines and MN Statute 124.531;
- Provide on-going financial oversight for budget management of AE monies; coordinate preparation of financial and service reports; and perform program evaluation activities;
- Ensure mandated financial reports are prepared and submitted to the State;

V. Membership Duties

A. Responsibilities and Contributions of Members:

Members agree to be responsible for mutually fulfilling the purposes of the Minneapolis Consortium, through:

- Respecting and adhering to the Minneapolis AE Consortium Agreement.
- Abiding by all MDE ABE Grant Assurances.
- Establishing a written Partnership Service Agreement with a representative from MPS AE, that:
 - Describes the services offered by the partner
 - Establishes the schedule of when services will be provided
 - Outlines the location of classes and identifies the work space
 - Establishes a channel of communication
 - Identifies whether MPS AE or the organization hires and supervises staff, purchases materials, etc.
 - Identifies whether MPS AE or the organization establishes behavioral expectations and supervises learner behavior
 - Establishes a process for reporting attendance, achievements and the tracking of goals according to MDE guidelines and Minnesota State Statute
 - Identifies staff from the partnership and MPS AE that would approve any changes to the service agreement
 - Outlines the evaluation process of the partnership
- Providing an agency authorized signature for the annual MDE ABE Grant Assurances, Minneapolis AE Consortium Agreement, MPS Board-Contract for Services (Full members-will receive electronic preliminary and amended contracts), and developing a Partnership Service Agreement with MPS liaison by September 30th.
- Hiring highly qualified MN licensed teachers or skilled instructional and support staff that meets or exceeds MDE requirements.
- Participating in professional development of staff/volunteers based on MDE ABE guidelines and policies, including: support for staff/volunteers to participate in MPS AE, state, and regional conferences. The consortium promotes collaborating with other professionals to systematically investigate, analyze, and improve instructional methods.
- Ensuring that staff are trained in compliance with the Minneapolis Consortium, State, and Federal guidelines/policy.
- Providing documented training for staff/volunteers regarding site policies, procedures and curriculum.
- Establishing and maintaining accurate records of all Professional Development activities completed by each staff/volunteer.
- Assuring that all paid and unpaid staff who have one to one contact with AE learners have submitted a Criminal Background Check (and the report is clear of concerns) prior to individual contact with learners.
- Establishing a process to meet or exceed National Reporting System (NRS) target goals in all areas and

develop strategies for raising performance where NRS goals have not been met.

- Attending all Minneapolis AE Consortium meetings. In order to maintain consortium membership status, it is mandatory to attend the annual July consortium meeting (Implemented July 2009).
- Maintaining on-going electronic communication with MPS AE staff and other Minneapolis AE Consortium members via email.
- Striving to provide effective and high quality AE services.
- Providing computer and internet connections capable of supporting the MABE data management system.
- Assuring that by the 7th of each month, complete and accurate demographic, assessment, and attendance information is entered into the MABE data management system for the previous month by trained, designated staff and monitored for accuracy. (The fiscal agent is asking programs to implement the strategy of entering weekly attendance and monthly monitoring of the data for accuracy.)
- Sharing information provided to members by MPS or MDE with all program staff.
- Meeting all MDE financial accountability requirements if receiving ABE funds through MPS AE.
- Assuming full financial responsibility for penalties incurred or forfeiture of money due to the partner's failure to accurately report information required by the state;

B. Mechanism for Terminating Membership:

This agreement represents a collaborative effort to encourage the delivery of quality AE programs to the people of Minneapolis by way of the consortium concept. This agreement may be modified or revised by members at consortium meetings. Individual members may terminate their participation by providing the fiscal agent with a written notice of separation by January 1st. A written notice of termination is required by MDE on February 1st of any given year. Any voluntary change of consortium membership will be reflected at the end of a fiscal year, which is June 30 with appropriate prior notice given.

- Members who fail to meet and maintain the responsibilities of this Consortium Agreement, MDE ABE Assurances, MPS Contract for Services or Partnership Service Agreements will be informed of this in writing. The written notice will detail specific requirement(s) which are not being met, describe a remedial process for correcting specified problem(s), and include a timeline by which these problem(s) should be corrected. Failure to proceed according to this timeline or adequately correct the issues noted may be cause for forfeiture of state aid payments and exclusion from the Minneapolis AE Consortium. Additional details may be found in the Minneapolis AE Consortium-Corrective Action Plan.
- If a member is experiencing financial instability, they must notify MPS AE immediately.
- Members, or organizations applying for membership, that have been sanctioned by MDE for any reason must disclose that information immediately or prior to applying for membership in the Minneapolis AE Consortium. Failure to provide full disclosure will be grounds to revoke membership status or application.
- If membership is revoked for any reason, the affected member is required to provide MPS AE with all AE related data (paper and electronic) gathered prior to revocation of membership status and materials purchased with ABE funds.

- Should a full member agency's membership be revoked they will not receive MDE ABE funding for the NRS program year revocation occurred. Agencies revoked will assume full financial responsibility for any penalties incurred or forfeiture of money due to their failure to accurately report information required by MDE, OCTAE or other funders;

VI. Compliance/Quality Assurance/Evaluation

A. Compliance/Quality Assurance:

In order to assure compliance with Minneapolis AE Consortium and State requirements, Minneapolis AE Consortium will establish a compliance/quality assurance program as follows:

- Each consortium member must have a written internal auditing process and schedule to ensure the accuracy of the data collected and reported.
- A MPS Staff member will periodically review and monitor assessments, Personal Education Plan process, collection of student contact hours tracked for individual students, appropriate use of the MABE database, and other processes and records related to accountability.
- All learners in the consortium must be entered in the MABE learner data management system and must participate in the Comprehensive Adult Student Assessment System (CASAS) or Test of Adult Basic Education (TABE) to track progress towards NRS educational functioning goals for each enrolled learner (Work Based Project Learners are excluded from TABE/CASAS assessments). Results must be available for audit at anytime.
- Should a member be out of compliance with federal/state/consortium expectations, guidelines, policy, or their data found to be inaccurate the fiscal agent may decide it is necessary to have the consortium members records audited. The person who does the audit must be approved by the fiscal agent and the hourly wage of the person completing the audit will be paid directly to the auditor by the consortium member being audited.
- Any member found not in compliance with these requirements, which jeopardizes the viability and/or sustainability of the Minneapolis AE Consortium, will be suspended as determined by MPS AE Community Advisory Council, governing body of the consortium.

B. Evaluation for state purposes:

Each Consortium Member is expected to meet or exceed the MDE Negotiated National Reporting System (NRS) Educational Functioning Level (EFL) Completion Target Goals in all areas.

In order to comply with federal NRS Core Goal follow-up requirements, each member will request Social Security numbers from enrolling learners. Students are not required to provide their Social Security numbers but strongly encouraged to share this information with us to help us to secure our continued funding. It is our responsibility to assure learners that their Social Security number will be kept confidential/private and only used to verify educational and employment goal achievements. The Social Security number will be forwarded to MDE, by the fiscal agent, and is used to determine employment status and track entry into post-secondary education. Social Security numbers will be used to data-match Minnesota DEED employment records and MNSCU college enrollment records in an effort to determine NRS goal achievement after the student leaves the AE program. (approved by MN law in 2012)

VII. Financial

A. Funding:

Full members will be entitled to funding, as permitted by MDE, based on learner contact hours minus allowable expenses to the fiscal agent. Minnesota Statute 124D.531, subdivision 4, clause (d) indicates that for fiscal year 2009 and later, the contact hour funding for a program must not exceed the aid for that program for the prior fiscal year by more than the greater of 11 percent or \$10,000. The consortium's fiscal agent will receive funds based on the reported attendance hours from the previous fiscal year. CBO providers will be issued payments as agreed on by the members of the consortium.

Annually each full consortium member will pay a prorated portion of the expenses for the MPS staff hired specifically to support the consortium and its accountability measures. This includes but is not limited to; a share of the accountability coordinator, the MPS partnership liaison, and some MPS administrative support. Once the accountability costs (which are outlined by the fiscal agent) and fees to the Minnesota Literacy Council for MABE have been covered, the remaining hourly revenue generated by consortium members will be dispersed to Full members based on each individual partner's percentage of the total Table A contact hours generated by the community partners for the prior year.

Full members who provide services to the non-secondary level AE learners will share in the federal resources based on the percentage of their attendance hours for those learners. CBO providers will not participate in other base aid components. If any member does not have expenses to cover the full amount of State or Federal ABE Aid allocated, the aid (revenue) may be provided to other member(s) with expenditures in excess of allocated aid.

Full members will submit a proposed budget by October 1st to outline their anticipated AE expenses and a final report by August 15th outlining actual expenses (20% or less of ABE monies may be carried into the new fiscal year for a maximum of 90 days). Expense reports will be submitted to MPS AE to assure that all expenditures are allowable according to MDE policies and applicable state law.

B. Method of AE Reimbursement:

Any full consortium member receiving state aid payments through MPS must participate in establishing a Novatus Contract for payment as required by the MPS School Board. By law, the fiscal agent may use up to 5% of the allocation for administrative costs; community-based partners may spend up to 8% of its final allocation for administrative costs. Pursuant to State law, an agency cannot receive more state aid than the total expenditures for any fiscal year.

An application to the State, due June 1st, summarizes the consortium's performance for that reporting year. Revenue for the Consortium is based on the previous year's participation hours as applied to the funding formula.

Each member must monitor MABE attendance and assessment data for accuracy monthly. The following is a list of dates by which all consortium members are required to provide the complete and accurate information in the MABE database for reporting purposes:

- By August 7th, each consortium member will have reviewed and verified that the data they entered into the MABE system for the first quarter (May, June, and July) is accurate for the MDE First Quarter Report.
- By November 7th, each consortium member must have reviewed and verified that the data they entered into the MABE system for the second quarter (August, September, and October) is accurate for the MDE Second Quarter Report.

- By February 7th, each consortium member must have reviewed and verified that the data they entered into the MABE system for the third quarter (November, December, and January) is accurate for the MDE Third Quarter Report.
- By May 7th, all necessary information will be complete and accurately entered in the MABE data management system for the full ABE Program Year (May 1st through April 30th). This information will be used by the Fiscal Agent in the preparation of the annual MDE NRS Final Report. A fully expanded Table A will be printed, the organization representative will sign a statement indicating that the report has been reviewed and is accurate, and a copy of Table A and the statement will be submitted to the Fiscal Agent no later than May 10th.

C. Financial Accountability of Members:

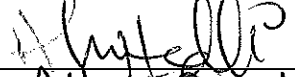
Individual members will be responsible for repaying any AE dollars incorrectly received, disallowed, or overpaid.

VIII. Signatures


Pages one through seven of the **2014-15 Minneapolis AE Consortium Agreement**-Operating Principals and Procedures plus the attached Minnesota Department of Education (MDE) Adult Basic Education (ABE) Grant Assurances have been reviewed and approved by the Minneapolis AE Consortium full members during the annual business meeting.

The individuals signing these documents have been authorized by the organization they represent, to sign legally binding agreements on behalf of their agency. Signatures indicate full understanding of membership rights, responsibilities, required compliance, and assurance that this information will be shared with individuals providing AE services for the organization.

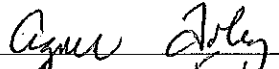
Cedar Riverside Adult Education Collaborative (Full member)

Signature  Date 7/31/14
Name (print) AHMED HERSI
Title EX-Director


Our Savior's Community Services (Full member)

Signature  Date 7/31/14
Name (print) Sondre J. Aslaksen
Title Executive Director

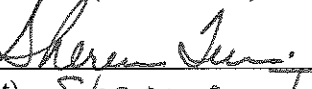
Learning In Style (Full member)

Signature  Date 9-22-14
Name (print) Agnes Foldy
Title _____

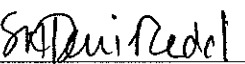
Somali Success School (Full member)

Signature  Date 9-24-14
Name (print) AMAL ABDALLA
Title CEO

Twin Cities RISE! (Full member)

Signature  Date 9/24/14
Name (print) Shereese Turner
Title Sr. Program Director

Volunteers of America - Adult Evening Program (Full member)

Signature  Date 8/3/14
Name (print) Sonal Desai-Redd
Title Education Director VOA