

## **BYLAWS**

### **ARTICLE I. NAME**

The name of this consortium shall be the Shasta-Tehama-Trinity Adult Education Consortium.

### **ARTICLE II. PURPOSE**

The purpose of this consortium is to identify strengths and gaps in adult education programming and services across the region, leverage resources, and offer professional development opportunities that lead to coordinated approaches that accelerate a student's progress towards his or her academic and career goals. The consortium shall accomplish this through shared leadership, collaboration and the development of a regional adult education plan. The region encompasses Shasta, Tehama and Trinity counties, which include the K-12 Districts, County Office of Education and Community College.

### **ARTICLE III. DUTIES**

The duties of the consortium shall address existing gaps in programs and plan to strategically assist adults, 18 years of age or older, in accordance with AB 104, Section 84920, Article 9:

- 1) Improved literacy skills.
- 2) Completion of high school diplomas or their recognized equivalents.
- 3) Completion of postsecondary certificates, degrees, or training programs.
- 4) Placement into jobs.
- 5) Improved wages.

The consortium shall collaborate to improve the delivery of adult education to adults, 18 years of age or older, in the following areas:

- 1) Elementary and secondary basic skills, including classes required for a high school diploma or high school equivalency certificate (GED or HiSET).
- 2) Classes and courses for immigrants eligible for educational services in citizenship and English as a second language, and workforce preparation classes in basic skills.
- 3) Education programs for adults with disabilities.

- 4) Entry/Re-Entry into the workforce.
- 5) Short-term career technical education programs with high employment potential.
- 6) Programs for apprentices.
- 7) Programs to help adults help K-12 students to succeed academically.

These duties will be accomplished by collaborative and joint planning efforts that address the following primary objectives of the consortium:

- Evaluation of current levels and types of adult education programs within the region, including education for adults in correctional facilities; credit, noncredit, and enhanced noncredit adult education coursework; and programs funded through Title II of the federal Workforce Investment Act, known as the Adult Education and Family Literacy Act (Public Law 05-220).
- Evaluation of current needs for adult education programs within the region.
- Integration of existing programs and creation of seamless transitions into postsecondary education or the workforce.
- Development of plans that address the gaps identified pursuant to paragraphs (1) and (2).
- Development of plans that address identified needs and gaps and employ approaches that are proven to accelerate a student's progress toward his or her academic or career goals, such as contextualized basic skills and career technical education, and other joint programming strategies between adult education and career technical education.
- Collaboration towards ongoing professional development opportunities for faculty and other staff to achieve greater program integration and improve student outcomes.
- Leveraging of existing regional structures, including, but not limited to, local workforce investment areas.

## **ARTICLE IV. MEMBERSHIP**

### **Section I. Members:**

Per AB 104 guidelines which govern this consortium, a member is defined as a public school district or community college district within the geographical boundaries of the Shasta-Tehama-Trinity Joint Community College District. Voting rights shall be bestowed on the Superintendent or his or her designee. All

members should have an assigned designee or proxy. Each member and designee or proxy must be approved by their local sites governing board and notify the consortium of any assigned updates effective immediately. Members will be responsible for attending quarterly meetings, providing district or local data regarding needs, gaps, and existing programs, working collaboratively to create a plan to address adult education needs and integrate existing services and programs, participating in public forums, making decisions regarding allocation of planning funds, and meeting all requirements of the AB 104 California Adult Education Program.

The following districts have committed to serving as members of this planning consortium:

- Shasta-Tehama-Trinity Joint Community College District
- Anderson Union High School District
- Corning Union High School District
- Gateway Unified School District
- Mountain Valley Unified School District
- Red Bluff Joint Union High School District
- Shasta Union High School District
- Southern Trinity Joint Unified School District
- Tehama County Department of Education
- Trinity Alps Union High School District
- Trinity County Office of Education

**Section II. Partners:**

A partner is any entity, organization, or individual that does not qualify as a defined member of the consortium. Partners must be approved by the voting membership of the Shasta-Tehama-Trinity Adult Education Consortium. Partners can sub-contract with a member to utilize adult education funds. Partners will be responsible for attending quarterly meetings, participating in public forums, and providing data and expertise to assist the process and development of a regional implementation plan with the member. The consortium will provide a foundation for multi-agency collaborative work and relationship building in the area of adult education. This will allow the consortium to pursue additional complementary funding opportunities, such as the Career Pathways grant or other career technical or adult basic skills programs.

**Section III. At Large:** Non-voting persons representing institutions, agencies (public and private) and community groups and individuals are welcome to attend all meetings of the consortium.

## **ARTICLE V. EXECUTIVE COMMITTEE AND VOTING STATUS**

In order to establish shared leadership across a large geographic region, an elected Executive Committee will provide administrative oversight to the consortium activities and provide guidance to staff, members, and partners between regular public meetings. The Executive Committee will be comprised of a Chair and a Co-chair.

This structure represents balanced and shared leadership across geographic regions, and community college and K-12 school districts. The Executive Committee will serve for a one-year term and may be reelected thereafter. Should any member of the Executive Committee wish to resign, he or she may do so upon provision of written 30 days written notice and a special election among interested and available representatives from the same sector and region shall be held at the next earliest consortium meeting. A list of the current voting representatives and their designees shall be kept on file with the current Chair.

## **ARTICLE VI. VOTING**

**Section I.** All member districts of the consortium shall be entitled to one (1) vote per district. The Superintendent of the district shall be the primary voting member; however, he/she may appoint a designee or proxy to act on his/her behalf.

**Section II.** All County Offices of Education located within the region shall by default be designated as voting partners. All other partners are non-voting.

**Section III.** Voting membership term is open-ended, unless one or more of the following conditions occur:

- The voting member provides written notification of his/her resignation from the consortium.
- A majority of the voting membership terminates voting privileges for due cause.
- The voting member fails to attend at least 50% of the regularly scheduled Public meetings during a 12 month period beginning July 1.
  - When a member or designee/proxy fails to attend a public meeting the Consortium lead will notify the member in writing of the attendance requirement. If a member fails to attend at least 50% of scheduled Public meetings during a 12 month period the Consortium lead will notify the member in writing and will add the

item to the next Public meeting to revoke the members voting rights. Voting rights will be reinstated for the next program year on July 1. The Consortium may consider a Member ineffective should attendance and participation continue for more than one program year (July-June).

**Section IV.** A quorum shall consist of a simple majority of the voting members and partners, or their designee or proxy. Any action of the consortium requires a majority vote of the quorum present to pass. In the event of a tie, a second vote will be held. If the tie is not broken after the second vote, the action item is defeated as it did not receive majority vote.

**Section V.** All action taken by the consortium shall be by majority vote. Members and voting partners may cast votes during the meeting via video or teleconference. Written votes will not be accepted from members or voting partners in absentia.

## **ARTICLE VII. MEETINGS**

**Section I.** The meetings of the consortium are open to the public. Opportunities will be provided to members of the public to discuss issues of interest to the community that are related to the purview and purpose of the consortium. Public comments are limited to three minutes per person, on a first come-first served basis. A maximum time allotment of no more than 20 minutes for the entire public comment period will be offered at each meeting.

**Section II.** The regular meetings of the consortium shall be held quarterly. If needed, additional meetings can be scheduled. Special meetings may be called by the Chair as needed. Meetings may be held via teleconference as needed.

**Section III.** The Executive Committee members will facilitate Public meetings. In the absence of the Chair and Co-chair a voting member may facilitate the meeting. The Executive Committee is authorized to take emergency action on behalf of the consortium as necessary during the interim between regular and/or special meetings when convened by the Chair. Any action taken by the Executive Committee shall be communicated in writing to all voting members and partners within two work days.

**Section IV.** A simple majority of the voting members (or their designees) must be present to constitute a quorum necessary to conduct the business of the consortium.

### **ARTICLE VIII. RECORDS**

Meeting records for the consortium will be maintained by the Consortia lead or designee. Shasta College as the fiscal agent and program liaison will be responsible for the meeting logistics, mailing list, and the preparation of the agendas and minutes of the meetings.

### **ARTICLE IX. FISCAL AGENT**

The consortium recognizes the need for one member to function as the Fiscal Agent on behalf of all members. The Shasta-Tehama-Trinity Adult Education Consortium identifies Shasta College as the fiscal agent. Resource allocation will be based on expenditures by any and all members that are incurred as part of the planning process. MOUs will be established between the fiscal agent and member(s) as needed to provide for the potential of incurred expenditures.

The role and responsibilities of the fiscal agent are:

- Ensure adherence to the Standard Legal Terms and Conditions of the funds.
- Implement budget developed by the Executive Committee and approved by the California Community College Chancellor's Office.
- Submit timely expenditure reports, per schedule provided by the CAEP office, approved by the Consortium Director and the Chief Business Official of the fiscal agent.
- Process allocation disbursements within 45 days of the initial funding announcement from the California Community College Chancellor's Office at 50% and the remaining balance processed in the following February/March.
- Provide the consortium with updated budget reports.
- Set up individual member and fiscal agent operational account codes to track program year allocations, budgets and expenses for fund reporting.

### **ARTICLE X. Shared Fiscal and Budget Policy**

This policy sets the expectation that Consortium Members will spend allocated funds within 18 months of the start of the fiscal cycle of the year it is allocated in. The Consortium will review and monitor expenditure progress based on

submitted CAEP expenditure reports submitted on a quarterly basis in NOVA. To ensure CAEP funds are being utilized in a timely and prudent manner.

### Progressive Permanent Reallocation

**Section I.** First Time: If a member is at-risk or unable to spend the allocation within the designated timeline, the Consortium will provide assistance with and notify the member and its Superintendent that it is at-risk:

- a. Unspent funds at 18 months will be returned to the consortium to be reallocated and member will be held harmless.

**Section II.** Second time (consecutive): If a member is at risk or unable to spend the allocation within the designated timeline, the Consortium will provide assistance and will notify the member and its Superintendent that it is at-risk:

- a. Unspent funds will return back to the consortium to be reallocated.
- b. The member's future consortium allocation will be reduced by 10% permanently.
  1. Members must be in "good standing" to be eligible for additional new CAEP funds.
  2. All members will be eligible for Cost of Living Adjustment – COLA.
- c. Voting members of the Consortium may review extenuating circumstances for a Member who is at risk and deem that they may be granted amnesty and be placed back in First Time status without penalty one time.

**Section III.** Third time (consecutive): If a member is at-risk or unable to spend the allocation within the designated timeline, the Consortium will provide assistance and will notify the member and its Superintendent that it is at-risk:

- a. Unspent funds will return back to the consortium to be reallocated.
- b. The member's future consortium allocation will be progressively reduced by an additional 10% permanently.
- c. Voting members of the Consortium may review extenuating circumstances for a Member who is at risk and deem that they may be granted amnesty and be placed back in Second Time status without penalty one time.

**Section IV.** Subsequent times:

- a. Unspent funds will be reallocated.
- b. The member's consortium allocation will be progressively reduced by an additional 10% permanently.
- c. Voting members of the Consortium may review extenuating circumstances for a Member who is at risk and deem that they may be granted amnesty and be placed back in Third Time status without penalty one time.

**Section V.** If additional new funds are available, member can petition to be reinstated after being in "good standing – spent consortium allocation within designated year" minimum of 2 consecutive years.

**Article XI Member Effectiveness**

Section I. Members will adhere to the requirements set forth in education code (84900-84920). Assurances outlining these requirements are in NOVA and are part of the annual Certified Fiscal Administration Declaration (CFAD) process as a condition of funding. This certification also includes additional rules and procedures agreed upon in the STTAEC Bylaws.

Section II. The Consortium lead will provide ongoing support and technical assistance to members with meeting the requirements of the assurances. Members not meeting the assurances will receive a written notice of the issue along, a technical assistance plan, and a time-line for correction. The written notice will be provided the voting member. If the member fails to meet the requirement after a reasonable intervention, the Consortium lead will present the issues at a Public meeting for the voting members to review.

Section III. If a member is deemed ineffective after a reasonable, documented intervention, the Consortium may reduce the members funding.