

**Planning District 22 Regional Adult Education
Effective July 1, 2023-June 30, 2026**

MEMORANDUM OF UNDERSTANDING

AMONG

**ACCOMACK COUNTY PUBLIC SCHOOL DIVISION
EASTERN SHORE COMMUNITY COLLEGE
EASTERN SHORE LITERACY COUNCIL
EASTERN SHORE PUBLIC LIBRARY
NORTHAMPTON COUNTY PUBLIC SCHOOL DIVISION**

I. INTRODUCTION

Planning District 22 is comprised of Accomack and Northampton Counties in the Commonwealth of Virginia (also known as “Virginia’s Eastern Shore”). Accomack County Public School Division (ACPS); Eastern Shore Community College (ESCC); Eastern Shore Literacy Council (ESLC); Eastern Shore Public Library (ESPL) and Northampton County Public School Division (NCPS) hereby agree to regionalize the administration of the following Adult Education Programs within their localities and agencies: Adult Literacy; Adult Basic Education (ABE); Adult Secondary Education (ASE); English for Speakers of Other Languages (ESOL); High School Equivalency (HSE) Preparation, hereafter referred to as Adult Education Programs.

II. PARTIES

This Memorandum of Understanding (MOU) is entered into among Accomack County Public School Division (ACPS); Eastern Shore Community College (ESCC); Eastern Shore Literacy Council (ESLC); Eastern Shore Public Library (ESPL) and Northampton County Public School Division (NCPS) as a collaborative effort to set forth mutually agreed upon procedures for the provision and delivery of Adult Education Programs to and for the residents of Accomack and Northampton Counties in the Commonwealth of Virginia. The agencies (Parties) that have entered in this regional MOU have agreed to function as a unified adult education program. All of the above identified entities may be collectively referred to as “Parties” or individually as a “Party.”

III. BACKGROUND

For many years, the Parties have worked together with varying levels of formality to deliver Adult Education Programs and other related services in Accomack and Northampton Counties on a regional basis. These programs have been primarily funded by Virginia Department of Education (VDOE) Office of Career, Technical and Adult Education (OCTAE) grants. The Virginia Department of Education grants will be awarded on a regional basis across the Commonwealth.

ESCC has maintained a separate advisory committee within the College's advisory committee structure. That committee will now consist of the designated Party representatives and be referenced in this MOU as the ESCC Workforce Advisory Committee.

IV. PURPOSE

The purpose of this MOU is to further formalize and increase the collaboration among the Parties to enhance and continue delivery of adult education programs in Accomack and Northampton Counties on a regional basis and to jointly seek continued financial support for these efforts from the Virginia Department of Education through the Adult Education grants.

V. RESPONSIBILITIES OF THE PARTIES

A. Accomack County Public School Division. ACPS agrees to:

- (1) Identify a staff member to serve as the local Adult Education Contact Person (see "Section VIII" below);
- (2) Identify a representative to ESCC Workforce Advisory Committee;
- (3) Provide instructional space and access to internet in its facilities for Adult Education Programs;
- (4) Assist in recruiting, providing referrals for the Adult Education Programs; and
- (5) Promote Adult Education and Literacy Services by sharing information about these services within the ACPS networking community, community at large, and through participation in advisory groups.

B. Eastern Shore Community College. ESCC agrees to:

- (1) Serve as the Lead Agency as defined by OCTAE for purposes of this grant application;
- (2) Serve as the Administrative and Fiscal Unit (see "Section VI" below) for the Parties;
- (3) Employ a full-time regional program manager who will oversee the planning and delivery of services across the region (see "Section VII" below);
- (4) Employ staff who will support instructional, financial, data, and professional development activities for the program as needed;
- (5) Provide infrastructure support (office space, equipment, utilities, etc.) for Adult Education Program staff;
- (6) Convene and facilitate regular meetings of the Adult Education Contact Persons (representatives of the Parties) as may be necessary to maintain program efficiency and continual improvement;
- (7) Maintain and convene meetings of the ESCC Workforce Advisory Committee;
- (8) Provide instructional space in its facilities for Adult Education Programs;
- (9) Research and prepare grant applications to provide program funding;

- (10) Recruit partners to provide additional instructional space and other resources as may be needed, desired and available;
- (11) Collect, analyze, and report to OCTAE all fiscal and program data from across the region on the schedule and timelines determined by OCTAE;
- (12) Provide any additional information on the regional program as may be requested;
- (13) Provide any additional leadership, training, and management support as necessary and/or requested by program staff and member agencies;
- (14) Monitor and track student goals and progress;
- (15) Provide recommended textbook curriculum and resources;
- (16) Coordinate any professional development activities for program staff from all member agencies;
- (17) In consultation with each member agency, develop a memorandum of understanding or other official agreement that identifies the roles and responsibilities of each participating agency;
- (18) Coordinate and assume responsibility for any OCTAE-sponsored monitoring and evaluation activities;
- (19) Serve as the single point of contact for OCTAE;
- (20) Register and test all adult learners in the region using CASAS including those who are referred to ESLC (see ESLC responsibilities below);
- (21) Promote Adult Education and Literacy Services by sharing information about these services within ESCC's networking community, community at large, and through participation in the advisory groups.

C. Eastern Shore Literacy Council. Pending availability of funding through Virginia Department of Education Community Based Literacy Organization (CBLO) funding and/or the Regional Adult Education grant, ESLC agrees to:

- (1) Identify a staff member to serve as the local Adult Education Contact Person (see "Section VIII" below);
- (2) Identify a representative to ESCC Workforce Advisory Committee;
- (3) Assist in recruiting, providing referrals for the Adult Education Programs;
- (4) Refer all Adult Education learners to the regional program for registration and testing;
- (5) Maintain attendance hours of learners and submit to the regional program monthly;
- (6) Recruit, train and certify volunteer tutors who will be available to assist in ABE/ASE classrooms and/or multi-level ESOL family literacy classrooms managed by ESCC during the grant cycle;
- (7) Provide instructional, recruitment and retention services through volunteer tutors for learners with individuals or small groups whose long-term goal is a high school equivalency credential ;
- (8) Provide recommended textbook curriculum and resources;
- (9) Offer in-service training and promote professional development opportunities for the tutors;

- (10) Establish a plan of action with ESCC Adult Education Program staff to employ screening tools and promote smooth transition of referrals to/from mutual agencies;
- (11) Promote Adult Education and Literacy Services by sharing information about these services within ESLC's networking community, community at large, and through participation in advisory groups.

D. Eastern Shore Public Library. ESPL agrees to:

- (1) Identify a representative to serve as the local Adult Education Contact Person (see "Section VIII" below);
- (2) Identify a representative to ESCC Workforce Advisory Committee;
- (3) Enhance the quality of community life and serve the citizens and visitors of Accomack and Northampton Counties by providing access to information to meet their educational, personal, professional, and recreational needs;
- (4) Assist in recruiting, providing referrals for the Adult Education Programs; and
- (5) Promote Adult Education and Literacy Services by sharing information about these services within the ESPL networking community, community at large, and through participation in advisory groups.

E. Northampton County Public School Division. NCPS agrees to:

- (1) Identify a staff member to serve as the local Adult Education Contact Person (see "Section VIII" below);
- (2) Identify a representative to ESCC Workforce Advisory Committee;
- (3) Provide instructional space and access to internet in its facilities for Adult Education Programs;
- (4) Assist in recruiting, providing referrals for the Adult Education Programs; and
- (5) Promote Adult Education and Literacy Services by sharing information about these services within the NCPS networking community, community at large, and through participation in advisory groups.
- (6) Serve as the fiscal agent for adult education grants using lottery funds.
- (7) Provide an adult high school diploma for students who complete the National External Diploma Program (NEDP).

VI. ADMINISTRATIVE / FISCAL UNIT

Eastern Shore Community College will serve as the administrative/fiscal unit for the regionalized Adult Education Program with the exception of the Race to GED/PluggedInVA funds which Northampton County Public Schools (NCPS) will be the fiscal agent for in the region. The Eastern Shore Community College and Virginia Community College System policy manuals will serve as the basis for decisions regarding general operation and personnel policies. ESCC and NCPS will submit required forms related to budgets and expenditures. The Regional Adult Education Program Manager will be employed full-time, twelve-months per year.

VII. DUTIES OF THE REGIONAL PROGRAM MANAGER

One individual shall be officially designated as the regional program manager, and will be employed full-time. The manager will possess the knowledge, skills and credentials consistent with the responsibilities and duties required to effectively administer and manage federal and state educational funds and programs.

The Regional Adult Education Program Manager, in cooperation with the existing program administrators, will perform the following duties and provide the following services on behalf of each locality/organization:

- A. Attend all required meetings or staff development events conducted by OCTAE or the Virginia Adult Learning Resource Center;
- B. Apply for state and federal funds for adult education programs administered by OCTAE on behalf of the localities in the region and shall manage the budget for the region and separately track expenditures for each funded grant;
- C. Conduct educational needs assessment;
- D. Plan programs in collaboration with other agencies and providers;
- E. Organize the delivery of programs and services;
- F. Select, hire, supervise, and evaluate ESCCAE instructional staff based on standard ESCC hiring processes and procedures;
- G. Develop a regional three-year plan and update as needed or required;
- H. Develop and manage budgetary and fiscal components of the program;
- I. Collect and analyze student and program evaluation data, ensuring that all student data is entered into the Web-based adult education data management system by the 20th of each month;
- J. Provide NRS reports, HSE Diploma reports, and other special data reports as required by OCTAE;
- K. Ensure that all fiscal forms related to budgets and expenditures are submitted as required through appropriate ESCC administrative support offices;

- L. Make appropriate program adjustments in consultation with the Contact Persons and/or Advisory Council;
- M. Submit required periodic enrollment and fiscal reports to the Virginia Department of Education (Office of Career, Technical and Adult Education);
- N. Serve as staff to the Adult Education Contact Persons in business meetings acting on behalf of the Parties and when functioning as the ESCC Workforce Advisory Committee;
- O. Provide technical assistance to all instructional personnel;
- P. Organize and deliver appropriate staff development activities;
- Q. Develop workplace education programs based on need and resources;
- R. Perform other such duties as may be mutually agreed upon by the Local Adult Education Contact Persons.

In addition, the Regional Program Manager shall provide leadership to the adult education programs in the region by coordinating services to adult learners, providing staff development for teachers and tutors, and working with the Bay Consortium Workforce Development Board (BCWDB) to accomplish the goals of the *Workforce Innovation and Opportunity Act* (WIOA). Specific responsibilities are described below:

- A. The manager shall be responsible for the management of adult basic education, adult secondary education, English literacy programs, integrated education and training and corrections education within the region, including budgets, in a manner consistent with the requirements of the *Adult Education and Family Literacy Act*, Title II of WIOA, and the procedures outlined in the *Operational Guidance Manual for Virginia Adult Education and Literacy Programs*;
- B. The manager shall maintain an advisory committee comprised of a representative from each member agency participating in the regional program (the Adult Education Contact Persons also serving as the ESCC Adult Education Advisory Committee), appointed by the chief executive officer of each member agency;
- C. Working with the advisory committee, the manager is responsible for planning, organizing, developing, implementing, and evaluating adult education services in the region, including: outreach and recruitment of adult learners; collection and reporting of student data in a manner consistent with NRS and OCTAE requirements; ensuring delivery of high quality adult education instruction by well-trained and qualified teachers; and collaboration with agencies, the Eastern Shore Virginia Employment

Commission (VEC) (and its constituent partner agencies), ESCC, community-based organizations and employers;

- D. The manager shall provide leadership and program development consistent with OCTAE priorities, including, but not limited to, the following:
 - (1) Integration of program management and instructional standards into curricula and classroom instruction;
 - (2) Workforce development activities;
 - (3) Transition of adult learners to postsecondary education or employment;
 - (4) Leadership for implementation of WIOA
 - (5) Continuous program improvement, including efforts to meet or exceed state and federal performance targets
 - (6) Use of data for program improvement; and
 - (7) Use of technology as a management and instructional tool.
- E. The manager shall develop or update the multi-year plan and annual application continuations for funding required by federal legislation;
- F. The manager shall work closely with the BCWDB to expand adult education services, ensuring that an MOU, consistent with state guidelines, is developed between the regional adult education program and the BCWDB;
- G. The manager shall be responsible for complying with monitoring and evaluation activities conducted by OCTAE staff, including, but not limited to, on-site visits and completion of corrective action.

Funds for this position will not be used for out-of-state travel without prior written permission from OCTAE.

VIII. RESPONSIBILITIES OF THE LOCAL ADULT EDUCATION CONTACT PERSONS

The Superintendent/Chief Executive Officer/Executive Director of each of the Party organizations will identify a staff member to serve as the local Adult Education Contact Person. The local contact person will serve on the ESCC Workforce Advisory Committee to advise and assist the Program Manager in planning and evaluating program offerings. The responsibilities of the local contact persons as members of the ESCC Workforce Advisory Committee include the following:

- A. Meet bi-annually (or more often as may be necessary) to deal with business, organizational and programmatic functions of the Adult Education Programs;
- B. Meet bi-annually as the ESCC Advisory Council;

- C. Identify and report the program needs as they arise to the Regional Program Manager;
- D. Identify resources in the region;
- E. Evaluate yearly the progress toward the regional three-year plan during the yearly evaluative staff meeting;
- F. Identify and secure permission to use classroom facilities and support services as may be appropriate and necessary; and
- G. Facilitate the execution of partnership documents with appropriate Party officials as may be necessary to maintain programming efficiency and partnership collaboration.

IX. DETERMINING LOCAL COST SHARE

The operational years of the regional program will be July 1, 2023 through June 30, 2026. Eastern Shore Community College will invoice Accomack and Northampton Counties as appropriate in the fall of each year for the 15% required local cost share (“match” for the Federal ABE / C&I funds) for the fiscal year.

X. DETERMINING GRANT REVENUE SHARE AMONGST THE PARTIES

Grant revenues will be shared amongst the partners according to the budget in the grant application as may be finally approved by the Virginia Department of Education.

XI. DURATION OF MOU

This MOU is effective July 1, 2023 to June 30, 2026. It is the desire of all the Parties that the program continue for the duration of the Regional Three-Year Plan as included in the annual Grant Application. However, assessment of the program will be made periodically to determine program effectiveness and long-term funding viability.

XII. PERIODIC EVALUATIONS

All parties will participate in periodic evaluations of the effectiveness of the Eastern Shore Regional Adult Education Program and to develop continuous improvement strategies as outlined in the regional three-year plan as the result of these evaluations

XIII. BREACH OF MOU

The Parties agree that each shall fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulations that govern their activities. This Agreement does not negate any operating procedures in effect. If, at any time, an entity is unable to perform its functions under this Agreement, such entity shall immediately

provide written notice to the other entities describing its inability to fulfill the requirements of the Agreement and establish a date at the earliest convenience, but no more than 15 days, to mutually resolve the issue. The signatories may direct the Local Adult Education Contact Persons to meet at agreed upon intervals to discuss and plan activities to satisfy requirements of this MOU and to ensure efficient and effective implementation of this MOU. However, failure of any Party to abide by any of the material terms of this Agreement is basis for termination by the other Parties. Any one Party's termination of the Agreement shall not, however, effect the legal obligations of the others under this MOU.

XIV. IMPASSE RESOLUTION

The Entities agree to communicate openly and directly and to make every effort to resolve any problems or disputes in a cooperative manner. For disputes regarding provisions of this Agreement that cannot be resolved through communication by the Local Adult Education Contact Persons, the parties will document efforts made to resolve the issue, and the Signatories will meet to seek a resolution.

XV. MODIFICATION OF MOU

This agreement, including budget, may be modified by amendment in writing signed by all Parties.

XVI. EQUAL OPPORTUNITY AND NON-DISCRIMINATION

The parties to this MOU acknowledge that they are familiar with applicable federal and Commonwealth of Virginia laws, rules, regulations, policies, and reporting requirements and will abide by them. This includes, but is not limited to, discrimination policies, compliance with the Americans with Disabilities Act, and maintenance of drug free workplaces.

XVII. LIABILITIES

- A. NO PARTY MAKES ANY REPRESENTATION OR EXTENDS TO ANY OTHER PARTY ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH REGARD TO ANY OF THE PERFORMANCE OBLIGATIONS THE PARTIES HAVE TOWARDS EACH OTHER PURSUANT TO THIS MOU.
- B. Each Party shall be responsible for the payment of its own claims for losses arising out of any act or omission of its respective employees or agents in connection with the performance of its obligations under this MOU for which either or both may be held liable under applicable law. Nothing contained herein shall be deemed an express or implied waiver of any sovereign immunity enjoyed by the Commonwealth of Virginia or its constituent agencies.

- C. Each Party will make reasonable efforts to perform its obligations under this MOU. No Party shall be liable to any other Party for the use of any information, materials, or equipment exchanged between the Parties in the performance of its obligations under this MOU to include, but not be limited to, course curriculum and course books that may be shared or used by more than one agency. The Parties use such information and material at their own risk.
- D. The liability of any Party to the other for any breach, tort (including negligence), breach of statutory duty or otherwise arising out of or in connection with this MOU will not extend to any indirect, special or consequential loss or damage or loss of profit, loss of revenue, loss of or corruption to data, loss of contracts, business or, opportunity regardless of whether notice of the potential for such losses has been given to the other party.
- F. Notwithstanding anything to the contrary contained herein, the maximum liability of a Party to any other Party to this MOU in connection with or arising out of this MOU shall not exceed that Party's contribution.
- G. No Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, wars, insurrections and/or any other cause beyond the reasonable control of the Party whose performance is affected.

XVIII. GENERAL PROVISIONS

- A. Extensions and Restrictions on Partnership and/or Agency. This MOU does not:
 - (1) Constitute or create a permanent partnership or joint venture with any Party or among the Parties;
 - (2) Preclude any Party from entering into additional partnerships or agreements with each other or with other agencies for any purpose as may be beneficial to that agency;
 - (3) Appoint any Party as an agent for any other Party; or
 - (4) Create any fiduciary obligations among the Parties, except as may be expressly set forth in this MOU.
- B. Waiver, Remedies Cumulative. The rights given to a Party in this MOU are cumulative and apply in addition to its rights at law or in equity and may be waived only in writing. Failing to exercise or a delay in exercising any right is not a waiver of that right.
- C. Severability. The provisions in this MOU are separate and severable, and the invalidity of any of them shall not affect or impair the validity or enforcement of the remaining provisions. The Parties shall make a good faith effort to reform any

provision found to be void or unenforceable and replace the void or unenforceable provision with a replacement provision that expresses the original intention of the provision as closely as possible.

- D. Entire Agreement. This MOU constitutes the entire agreement among the Parties with respect to its subject matter. Each Party acknowledges that:
- (1) It has not relied on any undertaking, promise, assurance, statement, proposal, representation, warranty or understanding (whether or not in writing) relating to the subject matter of this MOU except those expressly incorporated in this MOU; and
 - (2) The only remedy available to it for any misrepresentation or untrue statement made to it will be the remedies available under this MOU.

The Parties agree that none of them will place any reliance on any future representations in respect of the performance of this MOU, unless such representations are expressly agreed by the Parties in this MOU or it is agreed by the Parties in writing that they form a part of this MOU.

XIX. Signatories

In witness whereof, the parties hereby execute this MEMORANDUM OF UNDERSTANDING:

By: _____ Date: March 1, 2023
Mr. Warren “Chris” Holland, Superintendent
Accomack County Public School Division

By: _____ Date: March 1, 2023
Ms. Janet Justis, Interim Director
Eastern Shore Public Library

By: _____ Date: March 1, 2023
Dr. Lisa Martin, Superintendent
Northampton County Public School Division

By: _____ Date: March 1, 2023
Mrs. Rose Rulon, Executive Director
Eastern Shore Literacy Council

By: _____ Date: March 1, 2023
Dr. James Shaeffer, President
Eastern Shore Community College