

MEMORANDUM OF UNDERSTANDING

and

ADMINISTRATIVE SERVICES AGREEMENT

by and between

The Ventura County Board of Education

and

River Oaks Academy

2017~~5~~/186

This Memorandum of Understanding and Administrative Services Agreement, hereinafter referred to as the "Agreement," is executed between the Ventura County Board of Education and River Oaks Academy Charter School Inc., a California nonprofit public benefit corporation.

RECITALS:

- A. The Ventura County Board of Education, hereinafter referred to as "VCBE", is the Governing Board of the Ventura County ~~Superintendent of Schools Office~~ Office of Education, which exists ~~a County Office of Education existing~~ under the laws of the State of California. The actual performance of duties outlined in this agreement will be carried out on behalf of the VCBE by Ventura County Office of Education staff, and is hereinafter referred to as "VCOE."
- B. River Oaks Academy Charter School, ~~Inc.~~, hereinafter referred to as "Charter School," is a ~~private~~, non-profit public benefit corporation that currently operates a public charter ~~high~~ school, existing under the laws of the State of California and under the supervisory oversight of the VCBE.
- C. The VCBE is the sponsoring agency of the Charter School operated by, River Oaks Academy Charter School ~~Inc.~~. This Agreement is intended to outline the agreement of the Charter School and the VCBE governing their respective fiscal and administrative responsibilities and their legal relationships, as well as the operation of the Charter School.
- D. Written modifications of this Agreement may be made by mutual agreement as set forth below.
- E. Education Code Section 47607(a)(2) provides the procedure for material revision of an existing charter. Upon the execution of this Agreement by the parties and upon ratification and approval by the VCBE, this Agreement shall be considered a material revision of the Charter and Code shall become a fully incorporated part of the Charter.
- F. The parties recognize and agree that Charter School is open to all students regardless of actual or perceived disability, race or ethnicity, religion, gender, gender identity, gender expression, nationality, sexual orientation, or any other characteristic described in Education Code Section 220 ~~sex, disability or ethnic origin~~ and that such provisions of non-discrimination shall apply as well to employment. Gender means sex, and includes

a person's gender identity and gender related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the Charter School and VCBE do hereby agree as follows:

AGREEMENTS:

I. TERMS AND RENEWAL

- A. The Agreement is subject to termination during the term or any renewal as specified by law or as otherwise set forth in the Agreement.
- B. Any modifications of this Agreement must be in writing and executed by the duly authorized representatives of both parties specifically indicating the intent of the parties to modify this Agreement.
 - 1. The duly authorized representatives of the Charter School are the Officers and the ~~Chairman~~President of the Board of Directors.
 - 2. The duly authorized representatives of the VCBE are the County Board of Education and the County Superintendent of Schools or designee. For purposes of ~~amendment~~material revision of the Charter, the Board is required to take action.
 - 3. The term of this Agreement is for the term of the ~~e~~Charter. However, the parties agree to review this Agreement annually. By ~~February~~March 1, of the then current year ~~beginning in the year 2011~~, both parties will present proposed revisions to the Agreement. If there is no agreement by ~~March~~June 30 of the current year, then the existing Agreement will continue in effect until mutually modified except that the Agreement shall expire upon the expiration, recission, nonrenewal, or revocation of the Charter by VCBE.-
 - 4. The VCBE reserves the right of approving ~~amendments~~material revisions and/or revoking the Charter School charter as specified in the Education Code and applicable implementing regulations:-
- C. The Charter school agrees to abide by all regulations outlined in the VCBE's Board Policy and Administrative Regulation 0420.4. The VCBE may elect to waive one or more items in the Administrative Regulation 0420.4 if mutually agreed upon with the Charter School. The following exceptions to 0420.4 have been acknowledged by both parties:
 - 1. Under the Special Education section of 0420.4 it states that "the charter school shall not commence operation until confirmation of LEA status within a SELPA is provided to the CSSO." River Oaks Academy has established itself as an LEA with the Ventura County SELPA and must maintain that LEA status. Both parties to this agreement acknowledge that the Charter School may (in the future) be required to apply for LEA status in the Ventura County SELPA but the Charter School will initially be

~~allowed to commence operation with or without LEA status.~~ Please see Exhibit ~~AG~~ – “Agreement for Special Education Services.” This agreement will be in place until such time that the Charter School is granted LEA status within the Ventura County SELPA.

2. Regulation 0420.4 requires the VCBE to be the agent for disposition of the assets of the Charter School upon closure. By law, upon dissolution of a nonprofit public benefit corporation, assets must be disbursed to another non-profit public benefit corporation or governmental agency. The VCBE elects not to be involved in the disbursement of assets upon closure. Upon closure, the Charter School will follow its ~~Corporate By-Laws Articles of Incorporation~~ with regards disposition of assets. As part of its oversight responsibility, the VCOE shall have approval authority over plans for the disposition of assets acquired and or maintained by public education funds, including but not limited to: real property, furniture and equipment, and student records. Such approval will not be unreasonably withheld.
3. Regulation 0420.4 requires compliance by the Charter School with the conflict of interest provisions of the Government Code, particularly Section 1090. The Charter School agrees to comply with Section 1090.
4. Regulation 0420.4 allows that the Charter School operate in Ventura County and neighboring counties as per Education Code 47605.(a)(1). The VCBE acknowledges that the Charter School ~~will start with one site is located in Westlake Village, one site in Newbury Park and one in Chatsworth with the potential of opening other sites in Ventura County by the end of the 2011-12 school year.~~ Charter School will notify VCOE in advance of any plans to open a new satellite facility or resource center.
5. The Charter School recognizes that this agreement is an integral component of the charter and that any breach of the provisions incorporated herein will be considered a breach of the Charter.

II. DESIGNATION OF SCHOOL

- A. The Director of the Charter School and the Board of Directors shall be responsible for all functions of the Charter School subject to the terms and conditions set forth in this Agreement and its eCharter.
- ~~B.~~ Number of Students: At the request of the ~~County~~ VCOE, Charter School shall provide written notice to the VCOE on or before ~~June 14th~~ October 1 or California Basic Educational Data System (CBEDS) due date, whichever is sooner, ~~in subsequent years~~ the current school year confirming its enrollment, ~~and sufficiency to open school for the following school year.~~
- ~~C.~~ B. Grade Levels: It is recognized that the Charter School will serve grades TK-12.
- ~~D.~~ C. On an annual basis and no later than ~~April 1~~ August 1 of each year, the Charter School shall provide written notice ~~to the~~ at the request of VCOE of the estimated

maximum enrollment plans and anticipated grade level offerings for the following school year.

- E.D. The Charter School shall comply with Education Code Section 51745.6(d) and Title 5, California Code of Regulations ("5 CCR") 11704 with regard to student average daily attendance (ADA) to teacher-full time equivalent (FTE) certificated employee ratio. The Charter School agrees to comply immediately with any legislative or CDE (ACCS Advisory Counsel for Charter Schools)-State Board of Education changes or updates with regards to student-ADA to FTE certificated employee teacher-ratios and definitions of "full-time equivalent teachers."
- F.E. The Charter School shall also provide a list of students enrolled and the district of residence for each student by April 1st of each year at the request of VCOE.
- G.F. The educational program and grade level offerings shall be in compliance with the petition approved by the VCBE and any other subsequently authorized amendments material revisions.
- H.G. The Charter School shall implement an appropriate audit trail clearly tracing student work evaluated for credit and attendance.
- H.H. The Charter School agrees that it will not allow students to bank advance work in order to obtain attendance credit.
- H.I. Student files shall contain appropriate and clear documentation of completion of course of study, passing of proficiency exams, completion of credits and graduation date.

III. PROGRAMMATIC AUDIT

The Charter School will compile and provide at the request of VCOE to the VCBE an annual performance audit. This audit will, at a minimum, include the following data:

- A. Summary of data showing student progress toward the goals and outcomes specified in the Charter using the assessment instruments and techniques listed in the Charter.
- B. Information regarding the number of students taking, and passage rate on, the High School Exit Exam (if implemented):-
- C. Analysis of whether student performance is meeting the goals specified in the Charter. This data will be displayed on both a school-wide basis and disaggregated by major racial and ethnic categories to the extent feasible without compromising student confidentiality.
- D. Data on the level of parent involvement in the Charter School's summary of data from an annual parent and student satisfaction survey, together with a summary of actions taken or planned to correct deficiencies or improve results in the foregoing.

- E. Data regarding the number of staff working at the Charter School and their qualifications.
- F. A copy of the Charter School's health and safety policies and/or a summary of any major change to those policies during the year, as well as a summary of all health and safety issues arising since the last report, and a summary of actions taken or planned to correct deficiencies or improve results in the foregoing.
- G. Analysis and comparison of the racial and ethnic makeup of eCharter School pupils as compared to the general population of residents within the territorial boundaries of Ventura County, including actions taken to ensure the eCharter School pupil population is reflective of the general population of Ventura County.
- H. Analysis of the Charter School's admissions practices, data regarding the numbers of students enrolled, dis-enrolled, denied admission and the reasons therefore, the number on waiting lists, and information on any plans for expansion to accommodate more pupils, including those on the waiting lists.
- I. Analysis of the effectiveness of the Charter School's internal and external dispute mechanisms, and data on the number and resolution of disputes and complaints.
- J. Information reflecting the Charter School has complied with the High School Exit Examination provisions of the Education Code (Stats. 1999, Chap. 1X) and any applicable regulations adopted thereunder – including the limitation on graduation, if implemented by the State.
- K. Other information, as identified by VCOE or the Charter School, regarding the educational program and the administrative, legal, and governance operations of the Charter School relative to compliance with the terms of the eCharter, generally.

IV. FUNDING

- A. To the extent that the Charter School is required to submit records or information to the VCOE in order to confirm funding, those records must be prepared by or for the Charter School in conformance with VCOE procedures and software requirements.
- B. In addition to the ~~statutory block grant funding~~ Local Control Funding Formula, the parties recognize the authority of the Charter School to pursue additional sources of funding.
 - 1. The VCBE has no obligation to apply for additional sources of funding for the Charter School. However, if the VCBE applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of the Charter School through the VCOE, the VCOE

will receive an amount equal to 1% of such funds to be allocated to the Charter School as an indirect charge, or as otherwise required by the specific grant or by law. Funds may be allocated to the Charter School on a prorated basis related to the formula which generates the funds. For example, if funds are generated on a per eligible student basis, they may be allocated to the Charter school on a per eligible student basis ~~minus the administration fee (indirect charge fee) charged by the VCOE.~~ Consequently, the 1% administrative charge due to VCOE will be paid by the Charter School's unrestricted funds.

2. The Charter School shall cooperate fully with the VCBE and VCOE in any application made by the VCOE on behalf of the students of the Charter School.
 3. The Charter School agrees to comply with all applicable regulations related to expenditures and receipt of such funds.
 4. The Charter School elects to receive the state aid portion of the Local Control Funding Formula (LCCF) ~~general purpose entitlement and categorical block grant~~ in accordance with Education Code ~~s~~Section 47651(a)(1). 42238.02. Funds for the Charter School will be deposited directly into the county treasury account held in trust by the VCOE.
 5. The Charter School will be entitled to the charter school ~~general purpose entitlement and categorical block grant~~ Local Control Funding Formula revenues funds per ADA.
 6. It is anticipated that the Charter School may be entitled to funding from formula-based categorical or restricted-use funding programs, including the ~~Categorical ADA Block Grant~~, Special Education, Lottery Instructional Materials, ~~class size reduction funds~~, Proposition 39 California Clean Energy Jobs Act, a variety of state and federal application based programs, as well as various grant opportunities. Except as otherwise noted in this ~~a~~Agreement, it shall be the responsibility of the Charter School to apply for this funding which is beyond the basic statutory entitlement. Charter School agrees to comply with all regulations related to expenditures and receipt of such funds.
- C. The Charter School agrees that all revenue obtained from the VCOE shall only be used for the provision of educational services for school age children enrolled in and attending the Charter School and shall not be used for purposes other than those set forth in the approved Charter, any authorized ~~amendments~~ material revisions, and this ~~a~~Agreement.
- D. The Charter School agrees to indemnify and hold harmless the VCBE and VCOE for claims, causes of action, funds owed or other actions taken by the State or

third parties as a result of the ADA dispute and any issues brought forward in the independent auditor's report.

V. LEGAL RELATIONSHIP

- A. The Parties recognize that the Charter School is a separate legal entity. The Charter School shall be operated as a non-profit public benefit corporation under Education Code Section 47604. As such, the VCBE and VCOE shall not be liable for the debts or obligations of the Charter School.
- B. As of July 1, 2010, the Charter School is operating as a non-profit entity. The Charter School will provide a draft of any changes to the corporate bylaws along with a summary of anythe intended changes to the governance structure. The Charter School agrees to include an "observer" appointed by the VCBE at all of the Board of Director meetings of the Charter School. This "observer" may be a member of the VCBE or a designee but will not be considered a member of the Charter School Board of Directors. — Members of the ~~b~~Board shall file with the VCBE and all other required entities, ~~all applicable Fair Political Practice Commission conflict of interest forms~~ the Statement of Economic Interests (Form 700) by the required date.
- C. The Parties agree and understand that employees of the Charter School are not employees of the VCOE, but shall be employees of the Charter School, and that the Charter School shall be the employer for purposes of collective bargaining as provided in Education Code Section 47605(b)(5)(O).
- D. With respect to all of its operations under this Agreement, the Charter School shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend the VCBE and VCOE, its trustees, officers, agents and employees from and against any and all claims, demands, actions, suits, losses, liability expenses and costs, including without limitation attorneys' fees and costs, arising in any way out of operation of the Charter School and/or caused by, connected with, or attributable to the willful misconduct, negligent acts, errors or omissions of the Charter School or its trustees, officers, employees, agents and/or consultants, excepting any claims, demands, actions, suits, losses, liability expenses and costs caused by the actions, omissions, sole negligence or willful misconduct of the VCBE and VCOE, its trustees, officers, agents and employees. The VCBE and VCOE shall be named as an additional insured under all insurance carried on behalf of the Charter School.
- E. Any complaints/concerns received, with the exception of anonymous complaints, by the VCBE or VCOE about any aspect of the operation of the Charter School or about the Charter School shall be promptly forwarded by the VCOE to the Charter School. To the extent that such concerns/complaints may involve issues related to possible revocation or non-renewal of the ~~e~~Charter, the VCBE may request that the Charter School inform the VCBE of how such

concerns/complaints were addressed. The Charter School agrees to provide such information. The parties recognize that the Charter School shall not be obligated to release information that is determined by law to be confidential in nature and not subject to public release.

- F. Jurisdiction: The parties agree that for all legal action the appropriate jurisdiction is Ventura County, State of California.

VI. FISCAL RELATIONSHIP

- A. The VCBE and the Charter School agree that the VCOE shall not be required to act as the fiscal agent for the Charter School. It is understood that, as between the VCOE and the Charter School, the Charter School shall be responsible for all fiscal services such as payroll, purchase orders, attendance reporting and state budget forms. However:
1. The Charter School is allowed to use the financial software system of ~~their~~ its choice, but is required to provide VCOE Business Office employees "read only" access to the software chosen, including any necessary software and equipment necessary to make access possible.
 2. In the event that the Charter School utilizes the services of a management company as part of its structure, all financial records of the eCharter Sschool must be available for review by the VCOE at any time.
- B. The Charter School may, if it chooses, contract with the VCOE for business services by way of a separate written agreement. It is understood that the VCOE is interested in providing available services, but at no cost to the VCOE.
- C. AVERAGE DAILY ATTENDANCE: The Charter School will be responsible for its daily and monthly attendance accounting. Charter School will submit the attendance reports in accordance with the VCOE format and State law and regulations to the VCOE's attendance officer in a timely manner and in a manner that is consistent with VCOE's process and software. The Charter School currently tracks its attendance after reviewing the daily engagement and time value of pupil work product pursuant to Education Code Section 51747.5(b). The Charter School shall track such information using forms that meet the CDE reporting requirements as suggested by the California Independent Study Operations Manual or as provided by the VCOE. Such attendance will be included in the annual independent audit of the Charter School. The Charter School, upon request by VCOE, will report the names of the students who have dis-enrolled from the Charter School along with the reason for disenrollment (i.e. returning to district of residence, or drop out, or expulsion) upon the Charter School's action of dropping the student. ~~The Charter School will report all students who disenroll who plan to reenroll in the VCOE promptly upon learning of the disenrollment.~~

- D. ANNUAL AUDIT: Charter School shall not be part of the annual VCOE fiscal auditing process. Charter School shall be responsible for having an annual independent fiscal audit done of the entire Charter School operation in accordance with all applicable laws and in accordance with Section VII of the Charter.
- E. Charter School agrees that it shall establish a fiscal plan for repayment of any loans received by Charter School in advance of receipt of such loans. It is agreed that loans sought by Charter School shall be authorized in advance by Charter School and shall be the sole responsibility of Charter School and neither the VCBE nor the VCOE shall have any obligation for repayment.
- F. Absent an agreement otherwise, the VCOE shall not advance any funds to Charter School. In addition, the VCOE shall not act or provide a line of credit for Charter School.
- G. ~~The Charter School shall seek to maintain a minimum of 3% in reserves.~~ The Charter School shall maintain a minimum in reserves in accordance with CDE guidelines outlined in Exhibit B, with a written plan (submitted to VCOE) to remedy if reserves fall below said amounts that are subject to legislative changes.
- H. It is recognized that either party may apply for private/grant funding. Any application that includes the other shall be approved in advance by both parties.

VII. FISCAL CONTROLS

Charter School shall adopt and meet generally accepted accounting principles and shall adopt policies to ensure the Charter School's funds are used to most effectively support the Charter School's mission and to ensure that funds are budgeted, accounted for, expended and maintained in an appropriate fashion. Such policies will include, but not be limited to, principles that ensure that: (1) expenditures are authorized by an accord with amounts specified in the Board adopted budget; (2) the Charter School's funds are managed and held in a manner that provide a high degree of protection of the Charter School's assets; and (3) all transactions are recorded and documented in an appropriate manner that allows reporting to the State as required by the VCOE or the California Department of Education.

All financial reporting shall be performed using the State of California Standardized Account Code Structure (SACS) and attendant reporting forms including State adopted criteria and standards, annual budget, interim reports, and multi-year projections, all of which shall conform to the timelines required of K-12 school districts.

The budget structure used by the Charter School during operations shall be based on, in the format applicable to, standard California public schools, clearly separating costs for certified and ~~classified~~ non-certificated staff, and shall separate instructional from non-instructional staff.

The Charter School shall develop and monitor its budget in accordance with the annual budget development and monitoring calendar to be developed by the Charter School. State required financial reports shall be forwarded to the VCOE by ~~its required~~ their respective required due dates.

Segregation of Duties: Charter School will develop and maintain simple check requests and purchase order forms to document the authorization of all non-budgeted expenditures. All proposed expenditures must be approved by the Director of Finance who will review the proposed expenditure to determine whether it is consistent with the Board-adopted budget and sign the check request form. All transactions will be posted on the Charter Schools financial system. The transactions will be posted on the system by ~~someone at the school site~~ Charter School employee or contracted bookkeeper. To ensure segregation of record recording and authorization, the bookkeeper may not co-sign check requests or purchase orders.

Banking Arrangements: The Charter School will maintain an account with the Ventura County Treasurer. . The Charter School may also maintain an account at a federally insured commercial bank or credit union. The Charter School's bookkeeper will reconcile the Charter School's ledger(s) with its accounts in the county treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement. The Chief Financial Officer (CFO), the VCOE and the Charter School Board ~~and the Controller and finance committee of the Board~~ will regularly review these statements. The Charter School will deposit all funds received as soon as practical upon receipt. A ~~petty revolving~~ cash fund may ~~not exceed \$500.00, may be established with an appropriate ledger to be and reconciled twice monthly by the Charter School secretary or designated person, who shall not be authorized to expend petty cash.~~ In no case will the person approving the revolving expenditures be the same person reconciling the account. This internal control will help reduce the Charter School's exposure to fraudulent activities. In accordance with Ed Code 42821, the revolving cash fund shall not exceed \$1,000.

If the charter school contemplates incurring debt, including loans from the State Treasury, it will require the Charter Schools Governing Board to approve such loans and a plan for repayment.

Purchasing Procedures: All purchases over ~~\$10,000.00~~ \$25,000.00 should include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. In such instances, ~~D~~documentation shall be retained by the Charter School showing that at least three (3) vendors were contracted and such documentation shall be maintained for three (3) years. All purchases in excess of \$50,000.00 must have dual signature by a board member and an officer of the corporation.

Property Inventory: The Director of ~~Operations~~ shall establish and maintain an inventory of all non-consumable goods and equipment over \$500.00. This inventory shall include the original purchase price and date, a brief description, serial numbers and other information appropriate for documenting the Charter School's assets. Property will be inventoried on an annual basis and lists of any missing property shall be presented to the Board of Directors.

Payroll Service: The Charter School may contract with the VCOE or reputable, bonded, and insured payroll contractor to prepare payroll support functions. The Director of ~~Finance~~ and the Corporate Treasurer will review payroll statements monthly to ensure that (1) the salaries are consistent with staff and personnel policies, and (2) the correct tax, retirement, disability, and the withholding have been deducted and forwarded to the

appropriated authority. All staff expense reimbursements will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with containing all appropriate payroll-related documentation including TB test verification, a federal I-9 form, tax and withholding forms, retirement date (if known), and use of sick leave.

Attendance Accounting: ~~The Director of Operations will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance at the School and engaged in activities required of them by the school~~ the daily engagement and time value of student work. The annual audit will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with the Charter School Act and the California Code of Regulations sections defining charter school ~~average daily attendance independent study~~.

Annual Financial Audit: ~~The Charter School will use the same accounting firm that Ventura County Schools Business Services Authority (VCSBSA) employs. The Charter School Board will annually contract for the services of an independent certified public accountant to perform an annual fiscal audit. The audit shall include, but not be limited to, (1) an audit of the accuracy of the School's financial statements, (2) an audit of the School's attendance accounting and revenue claims, practices, and (3) an audit of the school's internal control practices. The audit shall be completed and its results shall be reviewed and forwarded to the Board and the VCOE by December 15th.~~

Property and Liability Insurance: The Board of Directors of the Charter School shall ensure that the Charter School retains appropriate property and liability insurance coverage. Property insurance shall cover replacement costs, insured to value, of business personal property written on a "special form", (causes of loss). Liability insurance shall be no less than \$1,000,000.00 per occurrence and \$5,000,000.00 general aggregate. The VCBE and VCOE shall be named as additional insureds on this policy.

The Directors and Officers Liability Insurance, including Employment Practices Liability insurance, shall be obtained and kept in force at all times with a self-insured retention of no more than \$50,000.00 per occurrence and a limit of no less than \$500,000.00 per occurrence. The Charter School will provide the VCOE with certificates of insurance before commencing instructions to students.

Additionally, the Charter School shall maintain insurance policies for all applicable coverages that are in accordance with the requirements of and acceptable to the Ventura County Schools Self-Funding Authority (VCSSFA).

Other Fiscal Control Policies: Charter School shall develop and maintain other fiscal control policies as recommended by ~~independent certified public accountants~~ vendors retained by the Charter School to advise it on fiscal control policy matters.

VIII. SPECIAL EDUCATION SERVICES/504

The provisions governing the application of special education to Charter School students shall be addressed in a separate agreement (Exhibit A). The agreement shall be for a term of one year, may be renewed, and shall be required until the Charter School establishes its status as an LEA for special education and is accepted into a SELPA. The cost of all special education services and instruction shall be borne by the Charter School until such time as SELPA funding is obtained.

IX. HUMAN RESOURCES MANAGEMENT

All employees of Charter School are solely the employees of the Charter School. As such, the Charter School shall have the sole responsibility for employment, management, dismissal and discipline of its employees.

- A. Charter School will conform to the laws regarding background checks, fingerprinting and credentialing. No Charter School teacher shall be maintained in employment without valid CTC (California Commission on Teacher Credentialing) ~~authorization~~ credential, TB test clearance, and appropriate fingerprint clearance.
- B. If Charter School decides to offer existing or new employees of Charter School the opportunity to participate in the state Teachers' Retirement System (STRS) ~~CalSTRS~~ or the Public Employees' Retirement System (CalPERS), the Charter School shall be responsible for making these arrangements through the VCOE. Pursuant to Education Code Section 47611.3, the VCOE, as applicable shall create any reports necessary required by ~~CalSTRS~~ and/or ~~CalPERS~~ and submit such reports on behalf of the Charter School. The Charter School shall reimburse the applicable entity for the actual costs of creating and submitting such reports.

X. FACILITIES

- A. The Charter School has obtained its own facilities and thereby is responsible for the costs of maintenance and operation of its facilities.
"Facilities" include resource centers, meeting space or other satellite facilities."
- B. Such facilities shall meet all applicable health and fire codes requirements and shall be of sufficient size to safely house anticipated enrollment and purposes.
- C. The parties acknowledge the decision of the Charter School to exempt itself from application of the Field Act Standards and that it may offer educational programs in facilities that are not otherwise approved under the Field Act.
- D. Charter School recognizes that its facilities and programs must conform with the Americans with Disabilities Act and any other federal or State requirements that may be applicable to charter schools.

XI. EVALUATION OF EDUCATIONAL PROGRAMS/CONFORMANCE TO CHARTER

- A. Oversight monitoring of Charter School shall be in conformance with VCBE Board policy and the terms of the approved charter. At the VCOE's request, Charter School and VCOE personnel shall meet monthly to discuss areas of concern, review and monitor records and student progress. At the Charter School's request, Charter School and VCOE personnel shall meet within ten (10) days notice by the Charter School. In addition, Charter School shall furnish the VCOE with an annual report and evaluation of its educational program as further outlined herein.

1. Annual Update: *Charter sSchool shall submit a Local Control and Accountability Plan on or before July 1 of each year with information updated on its goals and annual actions to achieve the goals in the State Priorities. The Charter School will comply with all requirements in Ed Code 47606.5.*

The VCOE, at the expense of the eCharter sSchool, shall oversee and monitor all eCharter sSchool operations, and report on same to the VCBE.

The resolution of disputes between the eCharter Sschool and the VCBE, including those pursuant to California Education Code Section 47605.6(b)(5)(L), shall be handled in the following manner:

1. The dispute shall be identified in written format by the administrator Director of the —eCharter sSchool and the Board member identified as the contact person for the VCBE pursuant to California Education Code Section 47604.32(a). If the dispute could lead to revocation of the eCharter, this written overview of the dispute shall specifically note such.
2. The VCBE and the individual identified as the representative of the eCharter sSchool bBoard shall meet and make a good faith attempt to resolve the dispute. Failure of the eCharter sSchool to promptly respond shall, in itself, be grounds for revocation of the eCharter pursuant to California Education Code Section 47605.3.
3. If the VCBE determines it has cause to revoke the eCharter, it shall notify the eCharter sSchool and give the school a reasonable opportunity to cure the violation, unless the authority determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils. The VCBE shall determine the definition for "a reasonable opportunity to cure the violation", based on the characteristics of the problem.

- B. Charter School agrees to administer the current California Assessment of Student Performance and Progress (CAASPP) System testing including Smarter Balanced (SBAC), California Alternate Assessment (CAA), California Standards Test (CST), California Modified Assessment (CMA), California Alternate Performance Assessment (CAPA) and the Standards-based test in Spanish (STS). ~~statewide mandated performance assessments. Should a student qualify for/and or~~

~~require the Golden State Exam, the Charter School shall arrange for the testing. In addition, charter school shall also administer the California High School Exit Exam (CAHSEE), if required by the State, the California English Language Development Test (CELDT) and all other required statewide assessments. At the request of VCOE, results of such statewide assessments shall be provided to the VCOE within one (1) month of receipt by the Charter School.~~

- C. The Charter Schools Board of Directors shall be responsible for ~~operating~~ the Charter School operating in conformance with the provisions of the approved charter and this MOU Agreement.
- D. It is agreed that the availability of instructional materials is critical to the learning process, including, but not limited to, textbooks and other materials that supplement the delivery of a solid core curriculum. The Charter School recognizes that these instructional materials must be in adequate supply. Every student must have the appropriate textbook and instructional units to take home. ~~Staff meetings, in which both certificated and classified personnel attend, shall routinely discuss and review textbook inventories and the coordination and allocation of resources to maintain adequate supplies.~~ Resources shall be coordinated proportionally by grade and subject. Teachers shall be encouraged to research and review instructional materials and to make recommendations. Since the Charter School's enrollment is constantly changing, a staff member shall be assigned to work with teachers to assist with the ordering process and to monitor textbook inventories, including other instructional materials such as workbooks, maps, software and equipment.
- E. Textbooks and other instructional materials are selected based on State textbook adoptions, teaching strategies and techniques, assessment procedures and input from advisory groups. The Charter School shall ensure that students are provided with sufficient instructional materials including adequate textbooks and computers with sufficient software programs and training. .
- F. The Charter School may offer instruction in computer applications and office technology. The Charter School may also integrate computer instruction into the curriculum to help prepare students for the ~~STAR/CSTSBACCAASPP~~ and the CAHSEE. As computer usage by students rises, the Charter School ~~shall~~ may purchase or seek donations of additional computer workstations for students. The Charter School shall continue to develop and implement short and long-term strategic plans for the use of technology in the Charter School. The Charter School shall maintain a technology resource person to provide technical assistance and consultation to staff in order to make the best use of technology. The Charter School may provide Virtual Distant- Learning instructional programs.
- G. The Charter School's governing board determines the credit requirements for graduation as per Ed Code. The Charter School's current board approved policy regarding credits for graduation are:

English, 40

World History, 10

U.S. History, 10
Civics, 5
Economics, 5
Math, 320
Physical Education, 20
Health, 405
Physical Science, 10
Life Science, 10
Visual/Performing Arts or Foreign Language, 10
Electives, 7075

XII. SPECIAL PROGRAM/SERVICES

- A. In the event that either party to this agreement wishes to have its staff and or faculty participate in a program offered by the other, advanced approval and arrangements must be made. It is fully recognized that expenses for such events are negotiable at the time of the event. Such arrangements must be made with the appropriate site administrator or VCOE personnel in advance and confirmed in writing.

XIII. CHARTER SCHOOL POLICIES AND PROCEDURES

- A. Copies of all Charter School Policies and Procedures shall be provided to the VCOE promptly upon adoption by the Charter School. Any revised, amended or deleted policies shall also be forwarded to the VCOE.
- B. The Charter School shall maintain a blood borne pathogen exposure plan, ~~an exposure plan~~, a prescription medication plan, a main site and resource center(s) security plan and a disaster preparedness plan. Such information shall be provided in all staff ~~desks~~ stations at each site and provided to the VCOE as requested.
- C. The Charter School shall maintain an anti-nepotism policy, which shall be provided to the VCOE. Such a policy shall require that no spouse or dependent of a Charter School board member shall enter into employment with the Charter School with the exception of contracts allowed under Government Code Section 1091 and 1091.5. Additionally, persons related by blood or by marriage to a Charter School employee shall not be appointed to a position where one relative would be in a supervisory position over another. Any employment of relatives outside of the restrictions herein noted must receive prior approval of the Charter School Board.
- D. The Charter School shall maintain a conflict of interest policy, which shall be provided to the VCOE. .

XIV. STUDENT RECORDS

- A. Family Educational Rights and Privacy Act. ~~The VCBE hereby designates~~ Employees of Charter School as having a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C.A. 1232g, the Family Educational Rights and Privacy Act and California Education Code 49076(b)(6) ("FERPA"). The Charter School, its officers and employees shall comply with FERPA at all times. The Charter School hereby designates employees of the VCOE as having a legitimate educational interest such that they are entitled to access to education records of Charter School students under FERPA. The VCOE, its officers and employees shall comply with FERPA at all times.
- B. Charter School agrees that its Master Agreement ~~and Student Contract~~ will, at all times, fully conform with the requirements for Independent Study Contracts agreements under the Education Code.

XV. ENROLLMENT

The parties agree that to the extent that enrollment exceeds capacity in any year of Charter School operation, final enrollment and waiting lists will be determined by random lottery.

XVI. BROWN ACT/PUBLIC RECORDS

The Charter School shall conform to the Brown Act, ~~as required for Independent Study.~~ The Brown Act requires school boards to conduct their business in pre-announced and agendized open session unless specific conditions exist that justify the meeting of the board in closed session. In addition, the Charter School understands and agrees that all of its records that relate in any way to the operation of the Charter School may be subject to the requirements of the Public Records Act (Government Code Section 6250 et seq.) as well as Education Code Section 47604.3.

XVII. LEGAL SERVICES/OTHER SERVICES

Charter School will be responsible for procuring its counsel and the costs of such service. The Charter School reserves the right to subcontract any and all services specified in this Agreement to the VCOE and/or to public or private subcontractors as permitted by law.

XVIII. OVERSIGHT

- A. The Charter School and the VCBE agree that "oversight" and "supervisory oversight," as used in Education Code Sections 47604(c) and 47613 shall include the following:
1. All activities related to the charter revocation and renewal processes, and described in Section 47607;
 2. Activities relating to monitoring the performance and compliance of the Charter School with respect to the terms of its Charter, related agreements, and all applicable laws;
 3. Participation in the dispute resolution process as described in the Charter;

4. Review and timely response to the Charter School's Annual School Performance Report and Annual Independent Fiscal Audit;
 5. Identification of at least (1) one VCOE staff member as a contact person for the Charter School;
 6. A visit to the Charter School at least annually;
 7. Ensuring that the Charter School complies with all reports required of charter schools by law;
 8. Monitoring the fiscal condition of the Charter School: and
 9. Providing timely notification to the California Department of Education if any of the following circumstances occur or will occur with regard to the Charter School: (i) a renewal of the Charter is granted or denied, (ii) the Charter is revoked, (iii) the Charter School will cease operation for any reason.
- B. The parties agree that should VCOE be requested or required to perform services other than as outlined above, it will incur additional costs or expenses, which Charter School agrees are not included within the services under the indicated cap, and which Charter School agrees to reimburse upon invoice by VCOE.
- ~~C. The VCOE shall be reimbursed for one half the amount of legal costs incurred related to the formation of the Charter School above and beyond costs which are reimbursed by the state.~~
- ~~D.C.~~ A complete board packet, including without limitation all Board meeting agendas, budget, enrollment, cash-flow updates and all other meeting information being disseminated to any legislative body of the Charter School will be sent to the VCOE in ~~sufficient time prior to the meetings to allow for inclusions to be made by the VCOE.~~ accordance with the Brown Act.
- E. Charter School agrees to provide VCOE access to its accounting option, including the budget information and other data noted in the Data Reporting section of this Agreement, and other such information as may be requested by VCOE as part of its oversight and supervision duty as provided in the Education Code, the Charter School shall reimburse the VCOE for its actual costs of supervisory oversight of the Charter School up to 1% of all ~~Charter School revenues~~ Local Control Funding Formula Revenues as defined in Ed Code 47613 and 47632 (excluding grants and monies outside of the ~~general purpose entitlement and categorical block funds~~ Local Control Funding Formula). This amount shall be paid on an annual basis to the VCOE.

XIX. INDEPENDENT CONTRACTOR

The parties to this Agreement intend that the relationship between Charter School and the VCBE and VCOE created by this Agreement is that of an Independent Contractor and not employer-employee. No agent, employee, or servant of the Charter School shall be deemed to be the employee, agent or servant of the VCOE except as expressly acknowledged in writing by the VCOE. Charter School will be solely and entirely responsible for its acts and for the acts of Charter School's agents, employees, servants and subcontractors while acting under Charter School's direction during the entire term of this agreement.

XX. SEVERABILITY

If any provision or any part of this aAgreement is for any reason held to be invalid and or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this aAgreement shall not be affected thereby and shall remain valid and fully enforceable.

XXI. NOTIFICATION

All notices, requests and other communication under this aAgreement shall be in writing and mailed to the proper address as follows:

Ventura County Board of Education:

Name: Dr. Roger Rice, Deputy Superintendent, Student Services
Ventura County Office of Education
5189 Verdugo Way
Camarillo, CA 93012

CHARTER SCHOOL:

Name: Claudia Weintraub, Director
River Oaks Academy Charter School
920 Hampshire Road, Suite X
Westlake Village, Ca 91360

This agreement contains the entire agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understanding or agreements between the parties with respect to the subject matter of this agreement. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties representations, statements or promises by any of the

parties here in or any of their agents or consultant except as may be expressly set forth in this Agreement. The parties further recognize that this agreement shall only be modified in writing and by the mutual agreement of the parties.

Approved by the Ventura County Board of Education on ~~September 22, 2014~~xxxxxx

Dated: _____

President

~~Dan Whiteford, Kay DeGennaro, Board~~

River Oaks Academy

Dated: _____

Superintendent, Ventura County Office of Education

~~Rachel Ulrich, President~~Dr. Roger Rice

~~Ventura County Board of Education~~Deputy