



**Memorandum of Understanding**

***RIVER OAKS ACADEMY***  
**And**  
***VENTURA COUNTY OFFICE OF EDUCATION***

**February, 2019**

This service contract sets forth the terms and conditions under which the VENTURA COUNTY OFFICE OF EDUCATION (VCOE), serving as the fiscal agent, and **RIVER OAKS ACADEMY** serving as the local educational agency (LEA District), will work together to meet the deliverables of the California Department of Education (CDE) Career Technical Education Incentive Grant (CTEIG).

This CTEIG grant is a regional collaborative project. Its purpose is to establish partnerships with VCCCD colleges, VCOE, school districts, and business and community partners from throughout Ventura County to improve career and technical education services to high school and community college students. Primary goals are to: improve, create, increase, and implement career pathways beginning in high school through community college; increase articulation agreements between high schools and community colleges; increase dual enrollment opportunities for high school students; and provide work-based learning and employment opportunities for high school and middle school students.

As a partner in this project the LEA District agrees to:

- A. Offer high quality curriculum and instruction aligned with the California Career Technical Education Model Curriculum Standards, including, but not limited to, providing a coherent sequence of career technical education courses that enable pupils to transition to postsecondary education programs that lead to a career pathway or attain employment upon graduation.
- B. Provide pupils with quality career exploration and guidance.
- C. Provide pupils support services, including counseling and leadership development.
- D. Provide for system alignment, coherence, and articulation, including ongoing and structural regional or local partnerships with postsecondary educational institutions, documented through formal written agreements.
- E. Form ongoing and structural industry and labor partnerships, documented through formal written agreements and through participation on advisory committees.
- F. Provide opportunities for pupils to participate in after school, extended day, and out-of-school internships, competitions, and other work-based learning opportunities.
- G. Reflect regional or local labor market demands and focus on current and emerging high-skill, high-wage, or high-demand occupations.
- H. Provide programs that lead to an industry-recognized credential or certificate, or appropriate postsecondary training or employment.

- I. Provide skilled teachers with appropriated credentials, as well as skilled administrators and support staff who provide professional development opportunities.
- J. Abide by all guidelines, policies and procedures of the VCOE as set forth in this Service Contract and the CDE General Assurance and Certifications unless otherwise stated.
- K. Provide a proportional dollar-for-dollar match for any funding received from the CTEIG.

**LEA District Responsibilities**

The LEA District assumes the following responsibilities:

- Provide the staff, supervision, and facilities for all project-related activities to be conducted at LEA District Schools;
- Participate in required grant meetings and activities including Leadership Team meetings, curriculum alignment meetings, Kick-off activities, and end-of-year awards.
- Ensure that all equipment and supplies purchased through the grant are inventoried and tracked and that all facilities used by the project are safely maintained;
- Ensure that the instructional activities to take place at LEA District Schools are implemented as described in the project application;
- Identify and report sources of the required match for the project budget, contributing local District funds to support and sustain the project as described in the budget narrative;
- Identify CTE specific work in the Local Control and Accountability Plan (LCAP);
- Work collaboratively with Industry Liaisons and employers to provide students work experiences and work-based learning;
- Provide oversight of the recruitment, selection, and retention efforts of the program at the LEA District Schools to ensure access of all students including low income students, English learners, students with disabilities, and any other under-represented students;
- Appropriately schedule students to ensure project success;
- Implement counseling services as described in the application;
- Maintain and provide supporting documentation for all expenditures related to grant activities;
- Collect and report participant data to the Ventura County Office of Education;
- Collect and report fiscal match data to the Ventura County Office of Education;
- Maintain all records for five years after final grant documents have been submitted to CDE upon completion of the project.

**VCOE Responsibilities**

VCOE assumes the following responsibilities:

- Process grant-related expenses for LEA Districts;
- Provide oversight of the recruitment, selection, and retention efforts of LEA Districts to ensure access of all students including low income students, English learners, students with disabilities, and any other under-represented students;
- Provide Industry Liaisons to coordinate efforts between teachers and employers to provide students work experiences and work-based learning;
- Convene regional curriculum development meetings to assist with post-secondary articulation, concurrent, and dual-enrollment activities;
- Complete and submit all fiscal reporting to the CDE;
- Complete and submit all participant reporting to the CDE.

## **Terms and Conditions**

The LEA District agrees to the following terms and conditions of the Service Contract relative to:

- Acceptable Expenditures
- Record Keeping and Reporting
- Performance Outcome Measures
- Data Collection and Reporting

Exhibit A, Budget will be included as an attachment once the funding allocation is announced and subsequent pathway budgets are developed. Pathways identified as “conditional” must work with VCOE program staff to supply necessary information before pathway funds are released. If pathways do not meet funding qualifications, funds will not be allocated to the LEA. Individual schools will process supply and equipment requisitions through their school districts as per LEA District policy. VCOE reserves the right to alter the responsibilities and or staffing commensurate with funding.

## **Funding**

The budget provides funding for pathways at secondary levels; VCOE will provide River Oaks Academy with a teacher support for pathway implementation, with a schedule to be determined collaboratively.

## **Supplies and Equipment**

The LEA District shall collect and maintain an inventory of fixed assets including such things as district tag numbers and serial and model numbers of any equipment purchased with grant funds. The updated inventory shall be submitted to VCOE on a quarterly basis.

## **Record Keeping**

The LEA District shall ensure that comprehensive records are maintained for all grant expenditures as described above. All records must be maintained for five years after the final grant documents have been submitted to CDE upon completion of the project.

## **Performance Outcome Measures**

The long-term measure of success for the CTEIG is the number of participating students who complete high school, transition successfully into an aligned postsecondary program, graduate with a degree or credential in a high-demand field, and successfully secure employment.

Program data will be collected through a state-wide tracking system that is designed to document progress toward this goal by tracking student momentum points throughout the career pathways program. Data will be collected on an ongoing basis and reported twice per year to VCOE.

## **Data Collection and Reporting**

LEAs are required to collect the following student data:

- Number of students enrolled in career pathways programs;
- Number of students who have successfully participated in career pathways programs (success being defined by a “C” grade or better in all pathway courses);

- Number of students participating in internships, work-based learning, mentoring, job shadowing opportunities, work experience, and student leadership organizations as part of the career pathways program;
- Number of students in the career pathways program who receive a high school diploma;
- Number of students in the career pathways program who receive a nationally recognized or state approved career technical education (CTE) certificate.

The statewide tracking systems used may include California Longitudinal Pupil Achievement Data System (CALPADS), and Cal-PLUS Plus.

To meet data collection and reporting requirements, **District**, as the LEA agrees to:

- Enter into data sharing agreements with VCOE on behalf of its participating school;
- Adhere to data entry timelines and reporting requirements delineated in the data sharing agreements;
- Designate staff to collect and report student data;
- Participate in training programs provided by VCOE relative to data collection and reporting;
- Meet reporting deadlines.

#### **Term**

The term of this service contract is from July 1, 2019 – June 30, 2020, subject to all terms and conditions set forth herein.

#### **Termination**

Either party may terminate this contract at any time for any reason by providing 30 days written notice. In the event of termination under this paragraph, the LEA District will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract.

#### **Termination due to Cessation of State Funding**

VCOE shall have the right to terminate this Contract upon three (3) days written notice in the event that the receipt by VCOE of funds from the State government for this program is reduced, suspended or eliminated for any reason. The LEA District hereby expressly waives any and all claims against VCOE for damages arising from the termination, suspension or reduction of the funds provided by the State government to VCOE for the program under which this Service Contract is made, or of the portion thereby delegated by this Service Contract.

#### **Insurance**

The LEA District shall be fully responsible for all insurance coverage, including general liability and employee workers compensation. The LEA District shall provide a certificate of insurance, naming VCOE as additional insured upon request of VCOE.

#### **Indemnification and Hold Harmless**

The LEA District agrees to indemnify, defend and save harmless VCOE, its Board of Trustees, their officers, employees and volunteers from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Service Contract, and from any and all claims and losses resulting to any person, firm, corporation which may be injured or damaged by the service provider in the performance of this service contract. The LEA District agrees to waive all rights of subrogation against the VCOE for losses arising directly or indirectly from the activities and/or work covered by this Service Contract.

VCOE agrees to indemnify, defend and save harmless the LEA District, its Board of Directors, their officers, employees and volunteers from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Service Contract, and from an and all claims and losses resulting to any person, firm, corporation, which may be injured or damaged by the service provider in the performance of this Service Contract.

**Notices**

Any amendments or changes to this service contract should be submitted in writing and addressed to the following:

TO VCOE:

STAN MANTHOOTH  
SUPERINTENDENT  
VENTURA COUNTY OFFICE OF EDUCATION  
5189 VERDUGO WAY  
CAMARILLO, CA 93010  
(805) 383-1942

TO RIVER OAKS:

CLAUDIA WEINTRAUB  
DIRECTOR  
RIVER OAKS ACADEMY  
920 HAMPSHIRE RD., SUITE X  
WESTLAKE VILLAGE, CA 91361  
(805) 777-7999

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

**Compliance with Laws**

Each party to this contract will comply with all applicable laws.

**Construction of Covenants and Conditions**

Each term and each provision of this contract will be construed to be both a covenant and a condition.

## CONTACT PAGE

### VCOE

#### **PROJECT DIRECTOR**

Tiffany Morse, Ph.D.  
Executive Director, Career Education  
465 Horizon Circle  
Camarillo, CA 93010

Phone: (805) 437-1421  
Email: TMorse@vcoe.org

#### **FISCAL TECHNICIAN**

Maria Benitez  
Contract Technician  
Career Education Center  
465 Horizon Circle  
Camarillo, CA 93010

Phone: (805) 437-1423  
Email: MBenitez@vcoe.org

#### **GRANT COORDINATOR**

Juliet Herman  
Director, Career Education  
Career Education Center  
465 Horizon Circle  
Camarillo, CA 93010

Phone: (805) 437-8078  
Email: JHerman@vcoe.org

IN WITNESS WHERE OF the parties hereto have executed this Contract.

**SIGNATURES**

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Claudia Weintraub., Director  
RIVER OAKS ACADEMY

Date

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Lisa Cline, Director, Internal Business Services  
VENTURA COUNTY OFFICE OF EDUCATION

Date

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Stan Mantooth, Superintendent  
VENTURA COUNTY OFFICE OF EDUCATION

Date