

MEMORANDUM OF UNDERSTANDING

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT (VCCCD) - Oxnard College

And

OXNARD UNION HIGH SCHOOL DISTRICT (OUHSD)

DRAFT

This MOU is made between VENTURA COUNTY COMMUNITY COLLEGE DISTRICT/Oxnard College, hereinafter referred to as VCCCD/OC and Oxnard Union High School District hereinafter referred to as OUHSD, resulting from an agreement to implement a program that offers onsite OC academic counseling services at the designated OUHSD sites.

1. PURPOSE AND TERM

The purpose of this MOU is for VCCCD-OC to provide onsite academic counseling services to its feeder high schools in the OUHSD as described in the Statement of Work below. The services are to commence on August 1, 2022 upon execution of this MOU and are to be completed by June 30, 2023.

2. STATEMENT OF WORK

The services to be rendered or specific tasks or objectives to be accomplished are:

A. Goals.

This partnership has five main goals:

1. To increase the college-going rate at partner schools;
2. To help ease the transition from high school to college by offering Personal Growth courses to high school seniors and other grades;
3. To advise students and their families on career and transfer opportunities at Oxnard College;
4. To work collaboratively with Oxnard College's outreach to assist students to apply and complete the VCCCD student portal;
5. To encourage and assist high school students to take dual enrollment and CCAP courses; and
6. To support the completion of FAFSA or Dream Act application among seniors in collaboration with the OC Financial Aid Office.

B. Basic Principles of this partnership.

a. Commitments from Oxnard College:

- Oxnard College will hire and train 5 academic counselors for placement at each of high school within the Oxnard Union High School District. Each counselor will work a total of 22 hours per week at the school sites.

- The counselor will meet with students to advise on dual enrollment opportunities, and course placement to complete a career or transfer pathway at the college, and help answer general questions related to college.
- In collaboration with Oxnard College’s Financial Aid Office, the counselor will help students complete the FAFSA or Dream Act application before the October deadline, while also working closely with families/guardians of students.
- Oxnard College and OUHSD will work collaboratively to (a) outline current school-based efforts to foster access to postsecondary education; (b) review academic counseling to ensure they complement or enhance and do not duplicate these existing efforts at the schools; and (c) establish clear and mutually agreeable timelines for the implementation of services.
- Oxnard College will assure all employees who have contact with students have passed a criminal history background check current within the last year. VCCCD HR will provide a letter related to the clearance of criminal record check before the placement of the counselors at the school sites. Employees with criminal records will not be placed at school sites. In addition, the OUHSD Human Resources Department will be notified when any arrest reports or notices from the Department of Justice are generated regarding counselors at the school sites. A counselor can be removed from placement at the school site in case of criminal offenses during the academic year.
- Oxnard College will assign an administrator to supervise the counselors; (a) meet with them regularly to discuss job performance and develop strategies for improvement; (b) work closely with the on-site liaison assigned by the School to ensure that the relationship between the counselor and the School remains strong and that the counselor is effectively serving students and advancing the main goals of the program.
- Oxnard College will offer a Personal Growth (PG R001) at each school site for seniors to prepare them for the transition to College (either in-person, hybrid, or fully on-line). This course provides students with information about campus resources, overview of academic and career programs, financial aid information, and skills to help with college success.
- Oxnard College will assure all employees assigned to the schools completed the VCCCD clearance process. The Vice President will communicate directly with the school sites if an employee has a criminal incident after the initial Human Resource clearance.

b. Commitments from OUHSD (School Sites)

- Each school will assign a “Liaison” to work closely with the counselors at each of the school site to help facilitate their entry into the school community.
- The Schools will provide access (within a reasonable amount of time) to student-level data (name, date of birth, year of graduation) for the purposes of advising, reporting, and program evaluation. The data collected falls within FERPA regulations and will be treated as confidential, except as may be required by law or regulation or under subpoena.
- The Schools will provide access (within a reasonable amount of time) to student transcripts and schedules, either electronically or in hard copy, for the purposes of effectively advising students as consistent with FERPA regulations.
- The Schools will ensure the counselor is not arbitrarily assigned duties unrelated to their work plan such as clerical or manual labor or expected to fill temporary voids in the

school's workload or assume ad hoc assignments (such as hall or cafeteria monitoring, supervising classrooms, serve as the school's career center specialist, monitoring testing, etc.).

- The Schools will include the counselor in major school events such as "Back to School" activities and parent orientations to share information about the transition to College and dual enrollment opportunities.
- The Schools will help foster a relationship between Oxnard College and UCSB's Early Academic Outreach Program (EAOP) to ensure we're identifying and supporting students who may need to attend a community college before their transition to UCSB/UC System.
- The School will provide the counselor with a reasonable working/meeting space with internet access, including access to a photocopier/scanner, and printer. Oxnard College will equip each counselor with a laptop and portable printer.
- The counselors will be assigned to the following:
 - One counselor will serve Rancho Campana High School and Adolfo Camarillo High School
 - One counselor will serve Hueneme High School and Channel Islands High School
 - One counselor will serve Pacifica High School and Oxnard High School
 - One counselor will serve Rio Mesa High School and Frontier High School
 - One evening counselor who will serve Adult Education, Condor High School, and the nascent PACE Program.
 - Middle College High School students will work with dedicated OC Counselor on-site.

3. COMPLIANCE WITH LAW

OUHSD shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the MOU.

4. COMPENSATION AND PAYMENT

Oxnard College will fund the salaries and benefits for these academic counselors for 2022-23.

5. MODIFICATION PROVISIONS

Either party may from time-to-time request changes or amendments to this MOU. Such changes or amendments, which are mutually agreed upon by and between PARTNER and the OUHSD, shall be effective only when incorporated in written amendments to this MOU.

6. NONDISCRIMINATION CLAUSE

During the term of the MOU, the OUHSD agrees as follows: In the hiring of any employees for the performance of work, or any other activity required under the MOU or any subcontract, the OUHSD, subcontractor or any person acting on behalf of the OUHSD or subcontractor shall not by reason of sex, race, creed, color, disability, national origin, ancestry or age discriminate against any citizen who is qualified and available to perform the work to which the employment relates. Neither the OUHSD nor any subcontractor, nor any person on their behalf, shall in any manner discriminate against any employee involved in the performance of work or any other activity required under the MOU on account of sex, race, creed, color, disability, national origin, ancestry or age.

7. INDEMNIFICATION CLAUSE

VCCCD/OC agrees to defend, indemnify and hold harmless OUHSD, its officers, agents, employees, individually and collectively, from and against all claims liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of Ventura Community College District and/or Oxnard College, Board of Trustees, officers, agents, and employees.

OUHSD agrees to defend, indemnify and hold harmless VCCCD/OC, its Board of Trustees, officers, agents, and employees, individually and collectively, from and against all claims liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of OUHSD/OC, officers, agents and employees.

8. TERMINATION

Either party may at its option terminate this MOU at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such event both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder.

9. DEBARMENT AND SUSPENSION

OUHSD certifies that, to the best of its knowledge and belief, that OUHSD and/or any of its Principals or sub-contractors are not presently debarred, suspended, proposed for debarment, or declared ineligible from participation in Federal assistance programs or activities, and neither it, nor any of its principals or sub-contractors, is listed on the list of Parties Excluded from Federal Programs found in SAM (System for Award Management).

10. NOTICE

Notice shall be sent by United States Postal Service, postage prepaid, addressed as follows:
IN WITNESS WHEREOF, this MOU has been executed in duplicate by the parties hereto effective August 1, 2022.

OXNARD UNION HIGH SCHOOL DISTRICT VENTURA COUNTY COMMUNITY COLLEGE DISTRICT,

Specify Address

Oxnard College
761 E. Daily Drive Suite 200
Camarillo, CA. 93010

Name

David El Fattal

OUHSD
Services

Vice Chancellor, VCCCD Business/Admin.