

**FRESNO ECONOMIC OPPORTUNITIES COMMISSION
SOUL GOVERNING COUNCIL MEETING
Sanctuary Recreation Room
2336 Calaveras Fresno, CA
October 18, 2022
8:30 a.m.**

Agenda

	<u>Presenter</u>	<u>Motion</u>	<u>Page</u>
1. CALL TO ORDER	Dr. Terry Allen		
2. ROLL CALL	Commissioner Rodgers		
3. APPROVAL OF MINUTES September 13, 2022 Meeting Minutes	Dr. Terry Allen	Approve	1
4. MEMBERSHIP SUB-COMMITTEE REPORT	Susan Lopez	Approve	3
5. AMERICAN RESCUE PLAN (ARP) ACT OF 2021 FOR HOMELESS CHILDREN AND YOUTH (HCY) (ARP-HCY II)	Susan Lopez	Approve	5
6. SOUL UPDATE: PRINCIPAL REPORT	Susan Lopez	Information	16
7. OTHER BUSINESS The next Governing Council meeting is scheduled for December 6, 2022.	Dr. Terry Allen		
8. PUBLIC COMMENTS (This portion of the meeting is reserved for persons wishing to address the Council on items within jurisdiction but not on the agenda. Comments are limited to three minutes).			
9. ADJOURNMENT			

FRESNO EOC SCHOOL OF UNLIMITED LEARNING
GOVERNING COUNCIL MEETING
 Sanctuary Recreation Room
 Tuesday, September 13, 2022
MINUTES

1. Meeting called to order by Dr. Terry Allen 8:33 a.m.

2. Roll call facilitated by Dr. Terry Allen.

3. Approval of Minutes

Voting Members	Present	Excused	Absent	Staff	Present	Excused	Absent	Non-Voting Member	Present	Excused	Absent	Guests
Terry Allen, Ed.D., Chair, Retired Teacher Representative	X			Michelle Tutunjian	X			Felicia Olais			X	Emily Barragan
Benita Washington, Vice Chair, FSU Social Worker Representative	X			Emilia Reyes		X						Luis Baca
Jimi Rodgers, Secretary, Fresno EOC Commissioner	X											Nicholas Rodriguez
Edward Avila, Fresno EOC Commissioner			X									
Larry Metzler, Cultural Arts Rotary Interact Club Advisor	X											
Chuck Riojas, Community Member			X									
Jeanne Starks, Retired Law Enforcement Juvenile Probation			X									
Jane Thomas, Director EOC Health Services, (Alternate)			X									
Parent Rep Maria Amaro Morales,			X									
Student Rep's Eliyanna Falcon Clarissa Burrill (2)	X											
Alternate Student Rep	X											
Susan Lopez, Staff Representative, Principal	X											
Rena Failla, Staff Representative, Guidance Coordinator	X											
Courtney Griffin, Staff Representative, Guidance Dean	X											
Ly Ngin, Staff Representative, College and Career Counselor	X											
Sandy Lomelino, Staff Representative, Coordinator of Curriculum & Instruction	X											
Patricia Billeadeau, Interact Representative	X											

The May 10, 2022 minutes were approved as read. M/S/C Metzler/Griffin

4. Independent Study Board Policy and Independent Study Policies and Procedures

Annually, SOUL's administrative regulations in regards to our Independent Study Board Policy and Independent Study Policies and Procedures are reviewed and submitted for approval to SOUL's Governing Council and Fresno EOC Board of Commissioners. The California Department of Education has made some changes that are reflected in this year's submission. A motion was made to approve the Independent Study Board Policy and Independent Study Policies and Procedures. M/S/C Rodgers/Lomelino

5. 2022-23 Parent Involvement Policy

As a requirement for Title I funding, each year SOUL updates it's Annual Parent Involvement Policy, which stipulates times, dates, and agendas for parent meetings and English Learners Advisory Committee (ELAC) meetings scheduled throughout the year. Federal Title I requirements and the new criteria for the Local Control and Accountability Plan, SOUL's written parent involvement policy describes how SOUL involves parents to improve student academic achievement and school performance. A motion was made to approve the 2022-2023 Parent Involvement Policy. M/S/C Griffin/Washington

6. 2022-23 Student/Parent Handbook

The Student/Parent Handbook delineates SOUL's written policies and procedures of operation to maintain a safe environment for academic progress. The handbook is updated annually to address the needs of our students and families. A motion was made to approve the 2022-2023 Student/Parent Handbook. M/S/C Washington/Metzler

7. 2022-23 Professional Development Plan

Consistent with its charter goals and identified WASC Action Plan, SOUL creates an annual professional development plan each school year. Lopez presented the Plan and schedule which is designed to help teachers increase student learning and the number of SOUL graduates. All proposed professional development activities are supported through eligible Federal Title I and Title II funds. A motion was made to approve the 2022-2023 Professional Development Plan. M/S/C Metzler/Washington

8. 2022-23 Budget Update

Lopez presented the information on the 2022-23 Budget Update, revenue projections and preliminary report. All ESSER I funds have been expended except for \$4.00 which has been returned to the State of California Department of Education. Lopez also explained both the restricted and unrestricted funds listed on the report.

9. SOUL Updates: Principal Report

- Lopez presented the data on SOUL's demographic information for the school enrollment and updates.
- September 28, 2022 Ly Ngin has scheduled a College and Career workshop for students and parents to be held at SOUL in the Recreation room from 11:00am-12:00pm.
- Parent Meeting is scheduled for October 17, 2022 from 11:30am – 1:30pm to be held at SOUL in the Recreation room.
- Rena Failla introduced Emily Barragan SOUL's new MSW Fresno State Intern.
- Failla introduced Eliyanna Falcon and Clarissa Burrill as SOUL'S Governing Council proposed student representative candidates. A motion was made to approved Eliyanna and Clarissa as SOUL's Governing Council student representatives. M/S/C Rodgers/Billeadeau
- Patricia Billeadeau provided information on the Interact Club activities for September and October. Students will be painting pumpkins again this year to sell at Fresno EOC, and may also decorate fall wreaths to sell. The Cultural Arts Rotary of Fresno has supported SOUL's Interact Club with filling backpacks for graduates, decorating Christmas wreaths and participating in Career Fair last year.

10. Other Business

Allen announced the next scheduled meeting will be held on Tuesday, October 18, 2022. The Member Sub-Committee, (Allen, Lopez and Courtney Griffin) will report at the October Governing Council meeting.

11. Public Comments

Luis Baca, SOUL Teacher, and Nicholas Rodriguez, SOUL Teacher shared their challenges in regards to the current 10-month faculty pay schedule and concerns if the 12-month faculty pay schedule isn't approved and implemented. If Fresno EOC/SOUL continues, with the current pay schedule it could influence current and future teaching careers at SOUL. The constraint to only providing a 10-month pay schedule is that it is not equitable in the field of education and the way other schools pay their teachers. The 12-month Faculty Pay Schedule Policy that Lopez has drafted will be presented at the October SOUL Governing Council meeting and Board of Commissioners meeting for review and approval.

Lopez also announced that several staff would be attending a former students' funeral on Thursday, September 15.

Larry Metzler presented the upcoming Cultural Arts Rotary annual fundraiser flyer. Dinner and a Show at Roger Rocka's Theater, A Monster Night of Fun, Sunday, October 2, doors open at 5:30 pm. The funds will help sponsor grants and essentials as well as benefit various youth events through the arts and education.

12. Adjournment of Meeting

Meeting adjourned at 9:42 am

Submitted by Commissioner Jimi Rodgers, SOUL Governing Council Secretary

SCHOOL OF UNLIMITED LEARNING GOVERNING COUNCIL

Date: October 18, 2022	Program: School of Unlimited Learning
Agenda Item #: 4	Director: Susan Lopez
Subject: Membership Sub-Committee Report	Officer: Michelle L. Tutunjian

Recommended Action

Staff recommends Council approval of the Membership Sub-Committee Report

Background

The SOUL Membership Subcommittee meets in the Fall of each year to review the current Governing Council membership and to discuss possible new members in the event of openings. The Subcommittee reports its findings to the SOUL Governing Council for approval in October.

Fiscal Impact

None

Conclusion

The SOUL Membership Subcommittee met on Wednesday, October 5, 2022. The subcommittee discussed the current membership of the Governing Council and concluded that the current Governing Council membership consists of a robust and diverse group of community leaders that reflect Section 1 of Article IV of SOUL's By-Laws. The committee recommended adding one faculty member to the Governing Council.

SCHOOL OF UNLIMITED LEARNING
Governing Council Membership Committee Meeting
October 5, 2022

Minutes

The Membership Committee met on Monday, October 5, 2021 from 2:00 p.m. to 2:30 p.m. Members present were Dr. Terry Allen, Susan Lopez, Courtney Griffin, and Marilyn Wheeler.

The Membership Committee discussed the current membership of the Governing Council and concluded that the current Governing Council membership consists of a robust and diverse group of community leaders that reflect Section 1 of Article IV of SOUL's By-Laws. However, it was recommended to add a faculty member to the Governing Council.

The meeting adjourned at 2:30 p.m.

SCHOOL OF UNLIMITED LEARNING GOVERNING COUNCIL

Date: October 18, 2022	Program: School of Unlimited Learning
Agenda Item #: 5	Director: Susan Lopez
Subject: American Rescue Plan (ARP) Act of 2021 for the Homeless Children and Youth (HCY) (ARP-HCY II)	Officer: Michelle L. Tutunjian

Recommended Action

Staff recommends approval of the School of Unlimited Learning's American Rescue Plan ESSER Act of 2021 for Homeless Children and Youth.

Background

On March 11, 2021, President Biden signed the ARP Act of 2021 into law. In recognition of the extraordinary impacts of the COVID-19 pandemic on students experiencing homelessness, the ARP included an unprecedented \$800 million to support the specific needs of homeless children and youth via the American Rescue Plan ESSER – ARP-HCY Fund. State educational agencies and local educational agencies must use ARP-HCY funds to identify homeless children and youth, to provide homeless children and youth with wrap-around services to address the challenges of COVID-19, and to enable homeless children and youth to attend school and fully participate in school activities.

Fiscal Impact

None

Conclusion

SOUL will receive quarterly distributions of goods for our homeless youth. These goods include but are not limited to backpacks, school supplies, hygiene bags, winter apparel, etc. The only responsibility SOUL will have in order to receive these contributions is to report the number of homeless youth demographics of the students served.

AGENCY OBLIGATIONS. Agency's obligations under this Agreement (collectively "**Services**") include those required of Agency in the General Terms and Conditions, any shared obligations stated below, and the following:

1. *What Services will Agency provide:*

1. To initiate receiving education supplies for homeless youth under the ARP-HCY II Grant ("Grant"), Agency will provide the following data as requested by FCSS:
 - a. Number of students identified and reported to CDE as homeless for 2021-2022; and quarterly thereafter, or on dates otherwise required by CDE.
 - b. Identify by student, their grade and school site.
 - c. Name and contact information of district homeless liaison and/or contact person, with updates should that change.
 - d. Initial student identification report submission deadline: June 1, 2022. All reports from Agency to FCSS shall be submitted to Cheryl Vieira: cvieira@fcoe.org, or as otherwise designated by FCSS.
2. Agency will submit quarterly fiscal and service reports to FCSS by the deadline dates set by CDE, as may be amended under the Grant. Deadline dates are identified on the *APR-HCY II Quarterly Program and Fiscal Reports Timeline* in the "DEADLINE: Consortium LEA Report to FCSS" column, attached as Exhibit A.
3. Reports will include how many education supplies were distributed using ARP-HCY II funds, and the number of students served reported by the Agency. Additional reporting requirements and reporting dates may be initiated by CDE and required of the Agency. Agency agrees to comply with all modified reporting requirements promulgated by the CDE and/or requested by FCSS for Grant compliance.
4. Products in the form of education supplies must be provided to children and youth who have been identified as experiencing homelessness within the quarter reported, and all program supplies must be distributed prior to September 30, 2024.
5. Agency shall be responsible for ensuring its own Grant compliance, and shall provided FCSS with any additional documentation or information requested regarding the same. Agency shall reimburse FCSS for any costs or expenses incurred by FCSS associated with any failure to comply with the Grant by Agency.

2. *When will Agency provide the Services (mark one and complete as indicated):*

☒ *Date Determined* – Agency will perform the Services on (state specific date(s)):

1. June 1, 2022: Initial student identification report deadline.
- 2 Reporting dates are identified in Exhibit A under Deadline: Consortium LEA Report to FCSS, and all distribution of supplies must be made as specified under Services. Additional dates and deadlines may be added pursuant to CDE requirements. The Parties' staff may mutually change any specified date if the new date is within the Contract Term and there is no change to the Contract Amount.

☐ *Date to be Determined* – The Parties' staff will coordinate and schedule the particular date(s) on which Agency shall perform the Services, which date(s) shall be within the Contract Term.

3. *Where will Agency provide the Services (state full address):* The Parties' staff may mutually change the location if there is no change in the Contract Amount.

4. *Full name of Agency staff who must perform the Services (leave blank if none designated):*

FCSS OBLIGATIONS. FCSS' obligations under this Agreement (collectively "**Services**") include those required of FCSS in the General Terms and Conditions, any shared obligations stated below, and the following:

1. *What Services will FCSS provide:*

- a) FCSS will serve fiscal agent for the duration of the Grant period or until all the funds are expended, whichever comes first.
- b) FCSS will be responsible for acting as the fiscal agent for the Grant and will submit the required programmatic and fiscal reporting requirements to CDE, as required. Reports will include how much funding was expended and/or encumbered, services provided using Grant funds, and the number of students served reported by the Agency. Additional reporting requirements and reporting dates may be initiated by CDE and required of FCSS and Agency.
- c) FCSS will maintain fiscal and program records.
- d) FCSS will take an indirect cost rate for direct administrative costs not to exceed the annual allowable amount determined by California Department of Education (CDE).
- e) FCSS will provide information and guidance to Agency regarding the activities, services, and expenditures that align to the intent of the Grant, but Agency shall remain responsible for its own compliance.
- f) FCSS will order product in the form of education supplies for consortium members based on the number of students identified as homeless in the current school year. Delivery of education supplies will be arranged by FCSS. Shipping and delivery costs for the education supplies will be charged to the Grant.
- g) FCSS may make necessary changes to the provision, scope and/or nature of the supplies, as determined by FCSS.

2. *When will FCSS provide the Services (mark one and complete as indicated):*

☐ *Date Determined* – FCSS will perform the Services on (*state specific date(s)*): The Parties' staff may mutually change any specified date if the new date is within the Contract Term and there is no change to the Contract Amount.

☒ *Date to be Determined* – The Parties' staff will coordinate and schedule the particular date(s) on which FCSS shall perform the Services, which date(s) shall be within the Contract Term.

3. *Where will FCSS provide the Services (state full address):* ☒ The Parties' staff may mutually change the location if there is no change in the Contract Amount.

4. *Full name of FCSS staff who must perform the Services (leave blank if none designated):*

SHARED OBLIGATIONS. The Parties shall each be responsible for the following obligations (*leave blank if none*):

- 1. FCSS will develop a plan to expend all ARP-HCY II funds by September 30, 2024.
- 2. Funds must be used before September 30, 2024.

RECITALS/OTHER TERMS AND CONDITIONS (*leave blank if none*):

CONTRACT AMOUNT AND PAYMENT SCHEDULE (mark each that applies and complete as indicated):

- ☒ **NO PAYMENT.** No monetary payment shall be made by or to either Party under this Agreement.
- ☐ **PAYMENT TO FCSS.** Agency (also refer to as **"Payor"**) shall pay FCSS (also refer to as **"Payee"**) pursuant to the following and the Pay Schedule stated below (mark one and complete as indicated):
- ☐ **1. Fixed Installment:** \$_____ per month/quarter/year, the sum of all payments shall equal the **"Contract Amount"** of \$_____. FCSS shall submit each invoice to Agency monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which FCSS requests payment.
 - ☐ **2. Rate/Not-To-Exceed Contract Amount:** Services that FCSS performs in accordance with this Agreement, to be billed at \$_____ per hour in 15 minute increments **OR** pursuant to the rates set forth in [Exhibit 1](#) and the sum of which shall not exceed the **"Contract Amount"** of \$_____. FCSS shall submit each invoice to Agency monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which FCSS requests payment.
 - ☐ **3. Entire Contract Amount/Completion Of All Services:** Entire **"Contract Amount"** of \$_____. FCSS shall submit the invoice to Agency within 30 days of the date on which FCSS completed all Services in accordance with this Agreement.
 - ☐ **4. Other/Specified Amount, Paid Periodically:** The **"Contract Amount"** of \$_____. FCSS shall submit each invoice to Agency within 30 days of the date on which FCSS has completed, in accordance with this Agreement, the Services for which FCSS requests payment.
- ☐ **PAYMENT TO AGENCY.** FCSS (also refer to as **"Payor"**) shall pay Agency (also refer to as **"Payee"**) pursuant to the following and the Payment Schedule stated below (mark one and complete as indicated):
- ☐ **1. Fixed Installment:** \$_____ per month/quarter/year, the sum of all payments shall equal the **"Contract Amount"** of \$_____. Agency shall submit each invoice to FCSS monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which Agency requests payment.
 - ☐ **2. Rate/Not-To-Exceed Contract Amount:** Services that Agency performs in accordance with this Agreement, to be billed at \$_____ per hour in 15 minute increments **OR** pursuant to the rates set forth in [Exhibit 1](#) and the sum of which shall not exceed the **"Contract Amount"** of \$_____. Agency shall submit each invoice to FCSS monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which Agency requests payment.
 - ☐ **3. Entire Contract Amount/Completion Of All Services:** Entire **"Contract Amount"** of \$_____. Agency shall submit the invoice to FCSS within 30 days of the date on which Agency completed all Services in accordance with this Agreement.
 - ☐ **4. Other/Specified Amount, Paid Periodically:** The **"Contract Amount"** of \$_____. Agency shall submit each invoice to FCSS within 30 days of the date on which Agency has completed, in accordance with this Agreement, the Services for which Agency requests payment.
- ☐ **OTHER** (leave blank if none):

Invoice and "Payment Schedule": Each invoice shall comply with Section 2.2 and must be received and approved by Payor before Payee may receive any payment under this Agreement. If 1, 2, or 4 is marked above, Payor shall pay Payee within 30 days after Payee has completed, in accordance with this Agreement, the Services required of Payee for the period for which Payee requests payment. If 3 is marked above, Payor shall pay Payee within 30 days after Payee has completed, in accordance with this Agreement, all Services required of Payee.

REQUIRED DOCUMENTS. Each document that is marked as required (“**Required Document**”) shall be provided in accordance with the following:

- ☒ 1. *Payment Document*. At Payor's request, Payee shall provide a Taxpayer Identification Number Request (W-9) and other documents that Payor may require to process payment to Payee. (See § 1.4.1).
- ☒ 2. *Proof of Insurance*. Each Party shall maintain insurance or self-insurance in accordance with Article 4 and, upon the other Party's request, provide written proof thereof: (A) commercial general liability, (B) workers compensation and employer's liability, and (C) commercial automobile liability. (See Art. 4.)
- ☐ 3. *Fingerprinting Certification From Agency*. If this box is marked and Agency is not a California public school district, county office of education, or charter school, Agency shall submit to FCSS a Fingerprinting and Criminal Background Check Certification (“**Fingerprinting Certification**”) before Agency commences performance of this Agreement, which form must be obtained from FCSS.
- ☐ 4. *TB Certification From Agency*. If this box is marked and Agency is not a California public school district, county office of education, or charter school, Agency shall submit to FCSS a Tuberculosis Certification before Agency commences performance of this Agreement, which form must be obtained from FCSS.

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Agency and FCSS, separately referred to as a “**Party**” and collectively as the “**Parties**,” have reviewed and understand, and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement includes its governing body and members thereof, officers, employees, and agents. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

AGENCY

FCSS

By: _____
Print Name: **Emilia Reyes**
Title: **Chief Executive Officer**

By: _____
Jim A. Yovino, Superintendent
or Authorized Designee

NOTE – ELECTRONIC SIGNATURE: While FCSS will accept digital signatures on contracts and amendments, they must be validated by a reliable Certificate Authority, and if a digital signature is used to execute any such document, the signature page thereof must be provided to FCSS in the electronic format it was signed in.

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GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

Article 1	Scope of Services and Obligations
Article 2	Payment
Article 3	Term and Termination of Agreement
Article 4	Insurance
Article 5	Indemnity
Article 6	Dispute Resolution
Article 7	General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 PURPOSE. By this Agreement, the Parties desire to set forth the terms and conditions upon which the Parties shall cooperate and share responsibilities for performance of this Agreement, and to set forth the Parties' rights and obligations relating to this Agreement.

SECTION 1.2 PARTIES' OBLIGATIONS. Except as specifically stated otherwise on the Cover, each Party shall provide all labor, materials, supplies, equipment, and transportation necessary to perform its obligations under this Agreement. Further and unless stated otherwise on the Cover, each Party is solely responsible for: (A) all means, methods, techniques, sequences, procedures, safety, and work coordination necessary or proper for it to perform its obligations under this Agreement; (B) the acts and omissions of its officers, employees, agents, and any other persons who it retains to perform any portion of this Agreement; and (C) taking all reasonable precautions for the safety and prevention of injury to the person of and damage or loss to the property of its officers, employees, agents and any other persons who it retains to perform any portion of this Agreement and to any officers, employees, agents, students, or invitees of the other Party or any Third Party (see definition in Article 5).

SECTION 1.3 WORK PRODUCTS AND RIGHTS THERETO. Unless stated otherwise on the Cover, the following applies to any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored (collectively "**Work**"), that a Party prepares for or provides to the other Party pursuant to this Agreement: (A) the Work of each Party shall remain its property and that Party shall have all rights and interests thereto; (B) each Party grants to the other Party a limited license during the Contract Term to use and reproduce the portion of the other Party's Work necessary for the Party to perform this Agreement; and (C) upon termination of this Agreement and a Party's request, the other Party shall return any Work that belongs to the requesting Party. The provisions of this Section shall survive the termination of this Agreement.

SECTION 1.4 RECORDS AND INFORMATION.

1.4.1 REQUIRED DOCUMENTS. A Party shall provide to the other Party the Required Documents that are required from the Party as marked on the Cover, each of which is incorporated by reference into and constitutes a part of this Agreement. If any Required Document becomes incorrect or inapplicable or expires during the Contract Term, the Party providing the Required Document shall promptly notify in writing and/or submit to the other Party the corrected, updated, or effective Required Document.

1.4.1 CONFIDENTIAL MATERIAL. If any documents and/or information (for example and not as a limitation, employee or student record) that is subject to nondisclosure or protection under federal and/or California laws (collectively and separately "**Confidential Material**") are provided to or created by a Party for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Material, except as required by law or a court order or as this Agreement may permit; (B) unless specifically permitted by Applicable Law, not use the Confidential Material for any purpose not related to a Party's performance of this Agreement; and (C) protect and secure the Confidential Material, including Confidential Material saved or stored in an electronic form, to ensure that it is safe from theft, loss, destruction, erasure, alteration, and unauthorized

viewing, duplication, and use; (D) acknowledge that any Confidential Material related to students shall be the property of and under the control of the Party whose student it relates to, notwithstanding any use authorized under this Agreement or its status as Work; and (E) not retain any Confidential Material related to a student of the other Party upon the expiration of this Agreement, which shall be accomplished by either the return of or the destruction of such Confidential Material. The provisions of this Subsection shall survive the termination of this Agreement.

- 1.4.2 **SCHOOL OFFICIAL DESIGNATION.** To the extent FCSS' provision of the Services under this Agreement will entail FCSS staff to view, handle, create, or receive Confidential Material consisting of student records of Agency's students ("**Pupil Records**") that are subject to the Family Educational Rights and Privacy Act ("**FERPA**"), FCSS acknowledges and agrees, for the purposes of this Agreement, that FCSS is hereby designated as a "school official" with "legitimate educational interests" in the Pupil Records, as those terms are defined under FERPA and its implementing regulations. FCSS agrees to abide by the FERPA limitations and requirements imposed by 34 CFR 99.33(a) on school officials, including that FCSS will not disclose Pupil Records to any other party without the prior written consent of each pupil's parent or eligible pupil.

SECTION 1.5 COMPLIANCE WITH APPLICABLE LAW AND GRANT.

- 1.5.1 **GENERALLY.** Each Party shall comply with all laws and regulations (collectively "**Law**") applicable to its performance of this Agreement, and all Law that it agrees to comply under this Agreement (referred to collectively and separately as "**Applicable Law**" and shall include amendments and Law that are in effect as of the Effective Date or become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and an Applicable Law, the provision in this Agreement shall govern except where such provision is specifically prohibited or void by the Applicable Law in which case the Applicable Law shall govern to the extent provided therein. Each Party shall comply with each grant (if any) that provides funding to pay for this Agreement and all Law and requirements applicable to such grant.
- 1.5.2 **FEDERAL GRANT FUNDS.** The provisions of this Subsection applies if this Agreement is paid, in part or in whole, with federal grant funds. Each Party shall comply with federal laws, regulations, and requirements applicable to such federal grant funds. Each Party represents that it is not debarred, suspended, or otherwise excluded or ineligible to be awarded this Agreement. Each Party shall comply with federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Orders 12549 and 12689. Each Party shall also comply with: (A) applicable federal laws, regulations, and requirements, including but not be limited to, non-discrimination based on race, color, national origin, sex, disability, or age; (B) applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387); and (C) Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Upon a Party's request, whether during or after the Contract Term, the other Party shall cooperate with and provide the requesting Party with documents and information relating to this Agreement that are necessary for the requesting Party to comply with applicable federal laws, regulations, and requirements. The provisions of this Subsection shall survive the termination of this Agreement.

ARTICLE 2 PAYMENT.

SECTION 2.1 CONTRACT AMOUNT. Compensation, if any is required under this Agreement, shall be as stated on the Cover. Payor shall pay Payee, if any payment is due to Payee, in accordance with the Payment Schedule stated on the Cover.

SECTION 2.2 INVOICE AND ADDITIONAL INFORMATION. Payee shall submit an itemized invoice and supporting documentation to Payor before Payee may receive any payment, if any is due to Payee under this Agreement. Upon receiving an invoice and if Payor objects to it and/or requires additional information, Payor shall notify Payee and Payee shall provide such information to Payor within 10 days after Payee receives Payor's notice. If Payee fails or refuses to provide the additional information, Payor shall have the right to withhold payment of any or all of the Contract Amount until such time that Payor receives such information from Payee.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto (“**Contract Term**”) and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

SECTION 3.2 TERMINATION DURING CONTRACT TERM.

3.2.1 TERMINATION FOR CAUSE/WITHOUT CAUSE. During the Contract Term and unless specifically permitted otherwise in this Section 3.2, a Party may terminate this Agreement as marked on the Cover: (A) *With or Without Cause* – A Party, with or without cause, may terminate this Agreement by giving the other Party written notice for the Notice Period stated on the Cover; or (B) *With Cause* – A Party may terminate this Agreement only upon the other Party’s material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice for the Notice Period stated on the Cover.

3.2.2 TERMINATION ON OTHER GROUNDS. Despite any contrary provisions in this Agreement, FCSS may terminate this Agreement effective on the date stated in FCSS’ written notice of termination to Agency pursuant to any of the following: (A) Agency is required to but fails to provide to FCSS and/or comply with the Fingerprinting Certification; (B) Agency is required to but fails to provide to FCSS and/or comply with the TB Certification; (C) FCSS, the Fresno County Board of Education, and/or any entity from which FCSS receives or is to receive funds to pay for this Agreement reduce or eliminate some or all such funds, or fail or determine not to appropriate sufficient funds to make future payments under this Agreement; (D) a government or issuing agency revokes, suspends, places on probation, or non-renews any License that Agency must hold to perform this Agreement; (E) Agency assigns, transfers, or subcontracts any or all of Agency’s obligations and/or rights under this Agreement in breach of Section 7.3; (F) Agency fails to maintain and provide written proof of insurance as required by Article 4; (G) Agency is required to provide particular staff as named on the Cover to perform this Agreement but such staff is not able, not willing, or not available to perform this Agreement; (H) Agency’s legal rights to exist or conduct business in California has been revoked or terminated by the California Secretary of State, another agency, or a court; or (I) Agency’s legal rights to exist or conduct business in California has been suspended or rendered inactive by the California Secretary of State, another agency, or a court and such suspension lasts more than 30 consecutive days.

3.2.3 RIGHTS AND OBLIGATIONS UPON TERMINATION. Upon termination of this Agreement and, if as stated on the Cover, compensation is due to Payee under this Agreement: (A) Payor shall pay Payee only for Services that Payee is required to perform, and has performed in accordance with, this Agreement before the effective date of termination; (B) Payee shall submit an invoice within 30 days of the effective date of termination; (C) Section 2.2 shall apply to Payee’s invoice and Payor’s payment under this Subsection; and (D) upon Payor’s payment, if any has been invoiced by Payee and is due to Payee, Payor is not obligated to make any further payment to Payee, whether pursuant to contract, law or equity. The provisions of this Subsection shall survive the termination of this Agreement.

SECTION 3.3 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party’s reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively “**Force Majeure**”), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Payor’s payment to Payee of any portion of the Contract Amount that is due from Payor to Payee where Payee has performed in accordance with this Agreement the Services for which payment is requested and submitted an invoice and supporting information in accordance with Section 2.2. Payee shall not be entitled to any payment for Services that Payee did not perform during the period in which the Force Majeure occurred.

ARTICLE 4 INSURANCE.

Each Party, at its cost and throughout the Contract Term, shall maintain in effect insurance or self-insurance providing coverage that complies, at a minimum, with the following requirements, and shall provide written proof of such insurance to the other Party upon the other Party's request: (A) commercial general liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and with coverage for property damage, bodily injury, and personal and advertising injury; (B) workers compensation with limits of not less than \$1,000,000 or as required by California laws, whichever is greater; and employer's liability insurance of not less than \$1,000,000; and (C) commercial automobile liability covering, at a minimum, non-owned and hired autos and, if there are any autos owned by the Party, then also covering owned autos, with a combined single limit of not less than \$1,000,000 per accident.

ARTICLE 5 INDEMNITY.

Except as stated on the Cover in which case such provisions shall govern to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under or related to this Agreement shall be governed solely by this Article. A Party ("**Indemnitor**") shall: (A) indemnify and hold harmless the other Party ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "**Claim**" means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "**Loss**" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "**Third Party**" means a person who or an entity that is not any of the following: (A) a Party; (B) an owner, director, officer, employee, or agent of Agency; (C) an employee, agent, or volunteer of FCSS or a member, officer, or agent of the Fresno County Board of Education; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. "**Final Determination**" means any judgment, order, or decision, each a "**Determination**," by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

ARTICLE 6 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 5 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Payor shall pay Payee the portion of the Contract Amount that is undisputed and due to Payee; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to Payee, Payor shall pay such amount to Payee within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Payor shall pay Payee in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 7 GENERAL PROVISIONS.

SECTION 7.1 ENTIRE AGREEMENT, CONFLICT, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure

section 1856. This Agreement consists of, and any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: Cover, General Terms and Conditions, exhibit or attachment stated in this Agreement as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 7.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. If there is uncertainty of any language in this Agreement, the Parties agree that Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 7.3 INDEPENDENT CONTRACTOR, ASSIGNMENT, AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. A Party and its officers, employees, agents, and any other person performing services for or on behalf of the Party shall not have any right or claim against the other Party for wages or employee compensation, social security benefits, workers compensation benefits, health benefits, vacation, sick leave, or other employee benefits. A Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent.

SECTION 7.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail *and* transmitted by e-mail; and, ***if to FCSS, a copy of any notice and demand by email to: FCSS Legal Services at legalservices@fcoe.org.*** A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

/ /



SOUL Governing Council Principal Report – October 18, 2022

	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	TOTALS
Enrollment By Grade	16	39	47	84	186

	<u>Male</u>	<u>Female</u>	<u>Total</u>
Enrollment by Gender	79	107	186

Enrollment by Ethnicity

Hispanic	151
African American	24
Asian	3
White	5
Middle Eastern	0
Pacific Islander	1
American Indian	2
Total	186

Special Populations

Teen Parent	7
Special Needs	21
English Learners	22
Homeless	16
Foster/Group Home	1

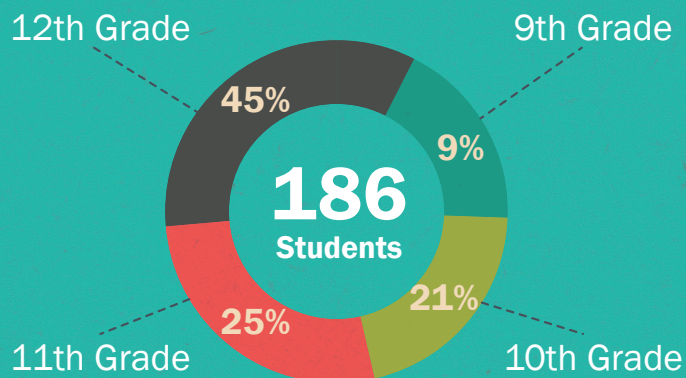


Fresno EOC
**SOUL
Charter
High School**

We Do High School Differently!

The School of Unlimited Learning (SOUL) is a fully-accredited high school prepared to train tomorrow's leaders. Small classroom sizes offer unique one-on-one teaching opportunities allowing SOUL to help students reach their full potential.

Oct. 2022 Student Enrollment



Enrollment Data as of October 2022

Percentage of students with benchmark growth in Fall '21!

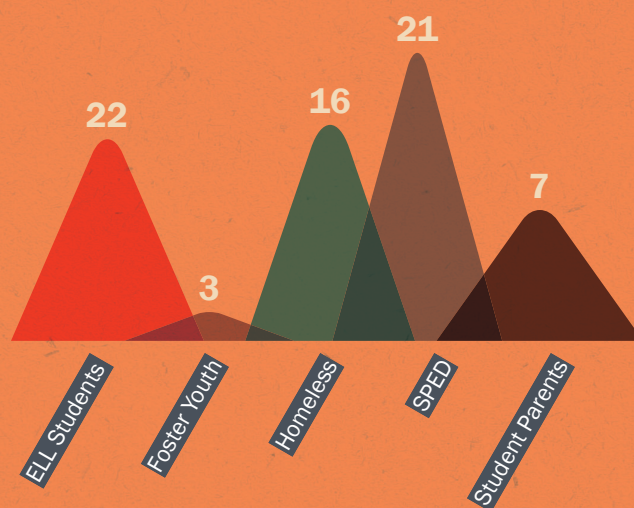
READING 31%

MATHEMATICS

60%

75% of SOUL Graduates Pursue Continuing Education

Oct. 2022 Student Demographics



Contact Information

School of Unlimited Learning

2236 Calaveras Street

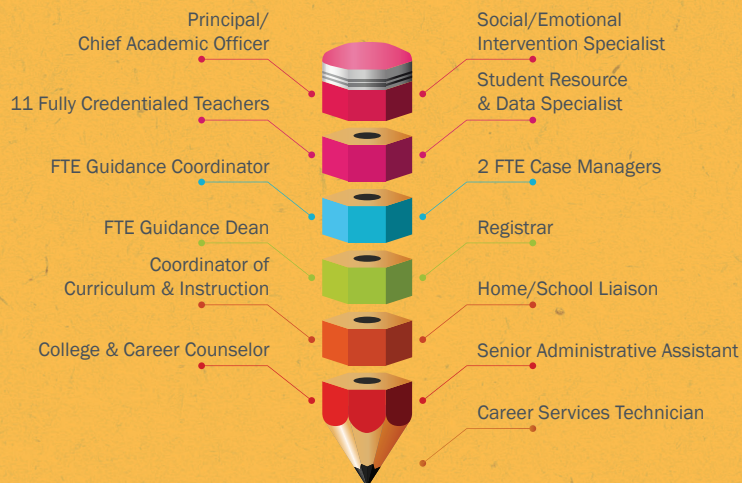
Fresno, CA 93721

(559) 500-1352

FresnoEOC.org/SOUL



Dedicated Staff





Hand-painted Pumpkins for Sale!

**Support
Fresno EOC SOUL
Interact Club!**

**October 25 &
October 27
8:30 am – 1:00 pm**

In the breezeway -
Fresno EOC Executive
Plaza, downtown
1900 & 1920
Mariposa Street

SOUL's Interact Club
is sponsored by the
Cultural Arts Rotary
Club of Fresno

***Proceeds from Pumpkin
Sale support community
service projects administered
by SOUL Interact Club.***



Fresno EOC
SOUL
Charter
High School