



**SCHOOL OF UNLIMITED LEARNING BOARD OF COMMISSIONERS MEETING**

**DATE:** February 24, 2025

**TIME:** 5:30 PM

**MAIN LOCATION:** 1920 Mariposa Street, Suite 310 Fresno, CA 93721

**ZOOM:** <https://fresnoeoc.zoom.us/meeting/register/9nl78l1FTI6zui1WYgqnw>

**AGENDA**

ITEM	SUBJECT	PRESENTER	ACTION
1. Page 2	<b>CALL TO ORDER AND ROLL CALL:</b> A. Board Attendance Record		
2.	<b>POTENTIAL CONFLICT OF INTEREST</b> <i>(Any Board Member who has a potential conflict of interest may now identify the item and recuse themselves from discussing and voting on the matter.) (FPPC §87105)</i>		
3. Page 3	<b>JANUARY 27, 2025 SOUL BOARD OF COMMISSIONERS MEETING MINUTES</b>	Baines, Chair	Approve
4. Page 5	<b>COLLEGE AND CAREER ACCESS PARTNERSHIP ACCESS (CCAP) WITH STATE CENTER COMMUNITY COLLEGE DISTRICT</b> A. Supporting Document	Dr. Varnado, Staff	Approve
5. Pages 19-25	<b>GOVERNING COUNCIL MINUTES</b> A. October 8, 2024 B. November 13, 2024 C. December 10, 2024	Dr. Varnado, Staff	Accept
6. Page 26	<b>PRINCIPAL PRESENTATION</b> A. Local Control Accountability Plan (LCAP) Mid-Year Update	Dr. Varnado, Staff	Information
7.	<b>PUBLIC COMMENTS</b> <i>(This is an opportunity for the members of the public to address the Board on any matter related to the Commission that is not listed on the Agenda. Limit three minutes per speaker)</i>		
8.	<b>ADJOURNMENT</b>	Baines, Chair	
<b>NOTE:</b>	<b>NEXT BOARD MEETING:</b> Monday, May 19, 2025, at 5:30 p.m. at the Fresno EOC Board Room		

**SCHOOL OF UNLIMITED LEARNING BOARD OF COMMISSIONERS ROLL CALL 2025**

#	Commissioner	Term Expiration	Target Area / Appointing / Nominating Org.	1/27	2/24	5/19	9/15	12/15
1	ARAMBULA, JOAQUIN	Dec 2027	31st Assembly District	X				
2	ARAMBULA-REYNA, KATHLEEN	Dec 2025	Fresno Reel Pride	0				
3	BAINES, OLIVER	Dec 2027	16 <sup>th</sup> Congressional District	0				
4	BONNER, ALYSIA	Dec.2027	Target Area F	0				
5	BROWN, EARL	Dec 2027	Target Area G	0				
6	GARABEDIAN, CHARLES	Dec 2025	Board of Supervisors	0				
7	JENKINS-MCGILL, JALYSSA	Dec 2027	Head Start CWPC	X				
8	KING BRIAN	Dec 2025	Mayor's Appointment	0				
9	LEON, REY	Dec 2027	Target Area B	X				
10	LIRA, DIANE	Dec 2027	FCSS	0				
11	MARTINEZ, DANIEL	Dec 2025	Target Area D	0				
12	MARTINEZ, LUIS	Dec 2025	14 <sup>th</sup> Senatorial District	0				
13	MCALISTER, BRUCE	Dec 2025	West Fresno Faith Based Organization	0				
14	MCCOY, BARIGYE	Dec 2027	Board of Supervisors	0				
15	MCKENZIE, DEBRA	Dec 2027	Target Area H	0				
16	MITCHELL, LISA	Dec 2025	Target Area E	0				
17	NIKKEL, LAUREN	Dec 2027	Economic Development Corp.	0				
18	PACHECO, ALENA	Dec 2025	Target Area A	0				
19	PIMENTEL, ROBERT	Dec 2025	SCCCD	0				
20	RODGERS, JIMI	Dec 2025	Association of Black Social Workers	0				
21	ROMERO, MANUEL	Dec 2025	Central La Familia Advocacy Services	0				
22	RUIZ, DAVID	Dec 2027	Juvenile Court	0				
23	TAYLOR, STEVEN	Dec 2027	NAACP	0				
24	VACANT	Dec 2027	Target Area C	N/A				
	Present = 0							
	Absent = X							
	Teleconference = T							

*It is the Commissioner's responsibility to check the matrix, verify accuracy and inform the Secretary or designee if any changes are needed.*



## SCHOOL OF UNLIMITED LEARNING BOARD OF COMMISSIONERS MEETING MINUTES

DATE: January 27, 2025

TIME: 5:30 PM

LOCATION: 1920 Mariposa Street, Suite 310 Fresno, CA 93721

### 1. CALL TO ORDER AND ROLL CALL:

Oliver Baines, Board Chair, called the meeting to order at 6:07 p.m.

**Present:** Kathleen Arambula-Reyna, Oliver Baines, Alysia Bonner, Earl Brown, Charles Garabedian, Brian King, Diane Lira, Daniel Martinez, Luis Martinez, Bruce McAlister, Barigye McCoy, Debra McKenzie, Lisa Mitchell, Lauren Nikkel, Alena Pacheco, Robert Pimentel, Jimi Rodgers, Manuel Romero, David Ruiz and Steven Taylor.

**Absent:** Joaquin Arambula, Jalyssa Jenkins-McGill, and Rey Leon.

### 2. POTENTIAL CONFLICT OF INTEREST

No action required.

Brian Angus, Interim Chief Executive Officer, introduced Dr. Efrem (Dion) Varnado, the new School of Unlimited Learning (SOUL) Principal/Academic Officer. Dr. Varnado brings a wealth of knowledge and a collaborative mindset to Fresno EOC with over 19 years of experience in instructional leadership, including 8 years as a lead principal.

### 3. CONSENT AGENDA – ITEMS 3A– 3C

**Motion by:** Pimentel **Second by:** Taylor

**Ayes:** All in favor.

**Nays:** None heard.

### 4. 2023-24 FINANCIAL AUDIT REPORT

Darlene Trujillo, Audit Director, provided an overview of the 2023-24 School of Unlimited Learning Financial Independents Auditor's Report. Kip Hudson, Hudson & Company, Inc. was presented to assist the Board with any questions.

Angus stated the Audit Report contained no findings and emphasized that this achievement is worthy of celebration.

Public Comment: None heard.

**Motion by:** Taylor     **Second by:** Pimentel  
**Ayes:** All in favor.  
**Nays:** None heard.

5.     **PUBLIC COMMENTS**

Public Comment: None heard.

No action required.

6.     **ADJOURNMENT**

The meeting adjourned at 6:13 pm

## SCHOOL OF UNLIMITED LEARNING BOARD OF COMMISSIONERS MEETING

<b>Date:</b> February 24, 2025	<b>Program:</b> School of Unlimited Learning
<b>Agenda Item #:</b> 4	<b>Director:</b> Dr. Dion Varnado
<b>Subject:</b> College and Career Partnership Access (CCAP) with State Center Community College District	<b>Officer:</b> Jack Lazzarini

### Recommended Action

The School of Unlimited Learning (SOUL) Governing Council recommends approval for full Board consideration to enter into an agreement with the State Center Community College District for a College and Career Access Partnership (CCAP).

### Background

This item was reviewed and approved at the February 4, 2025, SOUL Governing Council meeting.

Fresno City College offers a dual enrollment opportunity for high school students to complete credits towards college general education requirements. The students can complete as much as two years of college credit during their high school enrollment. Staff supports the CCAP between State Center Community College District and SOUL.

### Fiscal Impact

Action on this agenda item will have no fiscal impact.

### Conclusion

If approved by the Board, the above-mentioned item will be implemented at SOUL. If not approved SOUL cannot offer Fresno City College as a Dual Enrollment opportunity for SOUL students.

**COLLEGE AND CAREER ACCESS PARTNERSHIP (CCAP) AGREEMENT  
REGARDING INSTRUCTIONAL SERVICES FOR DUAL ENROLLMENT  
BETWEEN  
STATE CENTER COMMUNITY COLLEGE DISTRICT AND ITS COLLEGES  
AND FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION FOR SCHOOL OF UNLIMITED  
LEARNING (SOUL)**

This College and Career Access Partnership Agreement regarding instructional services is between State Center Community College District ("District" or "SCCCD") and its respective colleges ("College"), and Fresno County Economic Opportunities Commission ("Fresno EOC") for School of Unlimited Learning (SOUL) ("High School"). For identification purposes only this Agreement is dated June 1, 2025.

**RECITALS**

**WHEREAS**, College is a multi-college District whose mission is to provide educational programs and services that are responsive to the needs of the students and communities within the multi-college District including law enforcement programs and courses;

**WHEREAS**, High School is part of a unified school district located in the District's service area or outside by agreement;

**WHEREAS**, this CCAP Agreement shall be for the purpose of offering expanding opportunities for students and develop seamless pathways from high school to community college for career technical education or preparation for transfer;

**WHEREAS**, the parties desire to collaborate on dual enrollment courses that provide college credit ("courses"). (Education Code (Ed. Cod.) § 76004(a) and § 76004(d));

**WHEREAS**, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by the Legislature and College;

**WHEREAS**, the parties desire to enter into a CCAP Agreement regarding Instructional Services, which sets forth their mutual rights and responsibilities and governs their business relationship regarding the subject courses;

**WHEREAS**, the College intends to compensate High School an amount equal to the cost of an adjunct faculty teaching the same class on the college campus for enrollments greater than 20 students after the Census date. When the College's adjunct faculty teaches the class for the High School campus, the High School will not be compensated;

**WHEREAS**, the parties intend for College to report full-time equivalent students (FTES) data and obtain state apportionment for the subject courses given through this CCAP Agreement in accordance with California Code of Regulations (Cal. Cod. of Regs.), Title 5 §§ 58050, 58051, and 58051.5;

**WHEREAS**, High School intends to fund the cost of the subject courses by providing all required personnel, classrooms, services, and equipment;

**NOW, THEREFORE**, the parties mutually agree as follows:

## TERMS

- I. **Recitals.** The above recitals are incorporated herein and made a part of this CCAP Agreement.
- II. **Effective Date and Duration.** This CCAP Agreement shall be effective on the date authorized representatives of both parties sign it and continue in effect until June 30, 2030, or until duly modified or terminated by the parties.
- III. **Early Termination.** This CCAP Agreement may be terminated by either party with cause if another party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach. Termination will be effective no sooner than 15 calendar days after a written demand to cure is provided and the party fails to cure. This remedy is in addition to any other remedy which may be provided for by law.

This CCAP Agreement may be terminated without cause and for any reason by any party. The party desiring early termination without cause must provide written notice to the other parties. Termination will be effective no sooner than 60 calendar days after actual receipt of the written notice. The terminating party has the duty to confirm the actual receipt date of the notice. The parties agree to consider the needs of currently enrolled students when determining a termination date.

The indemnification provisions contained in this CCAP Agreement shall survive termination.

- IV. **Instructional Service Agreements (ISA).** The terms of this CCAP Agreement are deemed to be part of and fully incorporated into any and all presently existing or future ISAs pertaining to the courses unless expressly modified by a related ISA. The terms of this agreement may be modified by individual ISAs, as necessary, except that an ISA may not include terms that conflict with the requirements of Ed. Cod. § 76004 for CCAP programs. Any inconsistency between the agreement and an express provision of an ISA will be resolved in favor of this agreement.
- V. **Certifications for State Apportionment Purposes Applicable to All Courses Conducted in a Cooperative Arrangement with a Public High School.**
  - A. High School certifies that the direct education costs of the activity are not being fully funded through other sources.
  - B. High School certifies College has not received full compensation for the direct education costs for the conduct of the class from other sources.
  - C. College certifies that a job market survey has been conducted prior to establishing the vocational and occupational training programs, and the results justify the particular vocational and occupational training programs.
  - D. College certifies that any community college instructor teaching a course on a high school campus has not been convicted of any “sex offense” as defined in Ed. Cod. § 87010, or any “controlled substance offense” as defined in Ed. Cod. § 87011.
  - E. Both College and High School certify that either (i) the vocational and occupational training programs have been approved by the State Chancellor's Office and the courses which make up a particular program or pathway are part of an approved program or degree and College will provide all documentation necessary to support this certification for both parties; or (ii) College has received delegated authority to separately approve the subject courses locally.
  - F. Both College and High School certify that a qualified high school instructor teaching the course has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus, and that any community

college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. (Ed. Cod. §§ 76004(j), 76004(i).)

- G. Attached as Appendix I is a plan to ensure the following:
  - 1. A course offered at the High School campus does not reduce access to the same course offered at the partnering College campus. (Ed. Cod. § 76004(k)(1).)
  - 2. Participation in a CCAP partnership is consistent with the core mission of the community colleges pursuant to Ed. Cod. § 66010.4, and that pupils participating in a CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the community college. (Ed. Cod. § 76004(k)(2).)
- H. Both College and High School certify that any pretransfer-level course taught by community college faculty at a partnering high school campus shall be offered only to high school pupils who do not meet their grade level standard in mathematics, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering school district or county office of education, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative pretransfer-level course as an intervention in the pupil's junior or senior year to ensure the pupil is prepared for college-level work upon graduation. (Ed. Cod. § 76004(n).)
- I. The school district or county office of education and community college district partners will comply with the local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. (Ed. Cod. § 76004(l).)
- J. These certifications may not be voided, modified, or waived by any related ISA.

**VI. Regulatory Requirements for State Apportionment Purposes Applicable to all Courses Conducted in a Cooperative Arrangement with a Public High School.**

These provisions may not be voided, modified, or waived by a related ISA unless otherwise expressly provided herein:

- A. **State Apportionment.**
  - 1. A district or county office of education shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. (Ed. Cod. § 76004(s).)
  - 2. The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to a CCAP agreement is authorized attendance for which a community college district shall be credited or reimbursed pursuant to Ed. Cod. § 48802 or § 76002, provided that no school district or county office of education has received reimbursement for the same instructional activity. (Ed. Cod. § 76004(t).)
- B. **Responsibilities of Each Party.** College policies and procedures apply and College is responsible for the courses. The courses will comply with all applicable regulations, procedures, prerequisites, and standards set out in the Course Outline of Record (COR), as well as any corresponding local policies, practices, and requirements of the High School.
- C. **Enrollment Period.** The enrollment period shall be determined by College in accordance with its guidelines, policies, pertinent statutes, and regulations. To ensure timely enrollment before



the start of courses, the High School must submit all course requests no later than four months prior to the start date of the course.

- D. **Number of Class Hours Sufficient to Meet the Stated Student Learning Outcomes.** College has determined the student learning outcomes for each of the courses and the number of class hours necessary to meet them. This is recorded in the approved COR.
- E. **Supervision and Evaluation of Students.** Supervision and evaluation of students shall be in accordance with College guidelines, policies, pertinent statutes, and regulations. The supervision and evaluation of students will conform with correspondence of local policies, practices, and requirements of the High School.
- F. **Withdrawal Prior to Completion of the Course.** A student's withdrawal prior to completion of the Course shall be in accordance with College guidelines, policies, pertinent statutes, and regulations.
- G. **Right to Control and Direct Instructional Activities.** College is responsible for the courses and has the sole right to control and direct the instructional activities of all instructors, including those who are High School personnel, although this right will be exercised in consultation with the High School.
- H. **Minimum Qualifications for Instructors Teaching Courses.** Instructors who are High School personnel shall, at a minimum, meet the minimum qualifications in order to be nominated for consideration of providing instruction in a California community college.
- I. **Facilities.** High School will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the contemplated instruction and do so without charge to College or students. High School agrees to clean, maintain, and safeguard the High School's premises. High School shall comply with all applicable building, fire, and safety codes. High School rules which control or prohibit public access to facilities for safety purposes or to protect proprietary information shall be observed.
- J. **Equipment.** Unless otherwise provided for in a related ISA, High School will furnish, at their own expense, all course materials, specialized equipment, and other necessary equipment for all students. The parties understand that such equipment and materials are High School's sole property; in consultation with the High School, College shall determine the type, make, and model of all equipment and materials to be used during each course. High School understands that no equipment or materials fee may be charged to students except as provided for by College policies and practices.
- K. **Enrollment.** Enrollment shall be open exclusively to dual enrollment students who meet all applicable prerequisites. Applicable prerequisite courses, training, or experience will be determined by the College. Applicants must meet the standards and prerequisites of the College.

College and High School will be jointly responsible for processing student applications. College will provide the necessary admission forms and procedures and both College and High School will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.

High School will ensure that each recruited student completes the admissions procedure, the class enrollment process, and otherwise process student applications and enroll students in the Courses, as appropriate; recruitment and application must be completed no later than three months prior to the course start date to ensure timely enrollment. College will assist High School as necessary. A successful enrollment requires that each student has completed an enrollment application provided by the College, the application has been delivered to and accepted by

College's Admissions and Records Office, and the applicant has met all requirements, to include the standard college student liability and medical care coverage, if applicable. District and College Admissions and Records policies and procedures take precedence.

- L. **Enrollment Fees.** The enrollment fees (e.g. Health Fee or Associated Student Body Fee) must be paid to College by the individual student if the class is offered on the College campus. Enrollment fees may not be waived by College unless exempted by statute or board policy. This provision may not be cancelled or modified by any related ISA. However, by mutual agreement, enrollment fees may be withheld from any reimbursement owed by the College to the High School. Non-resident fees may not be waived unless exempted by statute or board policy.
  - M. **Student Fees. Prohibitions and Exemptions.**
    - 1. High School students enrolled in courses offered through a CCAP agreement shall not be assessed or charged a fee prohibited by Ed. Cod. § 49011 including a fee charged to a pupil, or pupil's parent or guardian, as a condition for course registration or for textbooks, supplies, materials, and equipment needed to participate in the course. (Ed. Cod. § 49010 et seq.; § 76004(f).)
    - 2. High School pupils enrolled in courses offered through the CCAP Agreement and that are properly classified as having "special part-time student" status as described by Ed. Cod. § 76004(p), shall be exempt from the following community college fee requirements: Student Representation Fee, Nonresident Tuition Fee, Transcript Fees, Course Enrollment Fees, Apprenticeship Course Fees, and Child Development Center Fees. (Ed. Code. § 76004(q).)
  - N. **Course Outlines - Curriculum Committee and Board Approval.** The COR for all individual courses must meet course standards set out in Title 5 of the California Code of Regulations and must be approved by College's Curriculum Committee and College's Board of Trustees.
  - O. **Teaching Consistent with Approved Outline and Level Of Rigor.** College will implement procedures to ensure that High School instructors teaching different sections of the same course do so in a manner consistent with the approved outline of record for that course and that each individual instructor shall hold all students to a comparable level of rigor.
  - P. **Records of Student Attendance and Achievement.** All records of student attendance and achievement shall be submitted to College at the end of each course and shall be maintained by College in adherence with College policies and procedures. Failure to submit required documentation to the College will result in the instructor no longer being eligible to teach the course.
  - Q. **Ancillary Support Services for Students.** Both College and High School shall ensure that students enrolled in the courses are provided ancillary and support services as may be needed, including, but not limited to, counseling, library and tutorial services, and guidance and placement assistance.
  - R. **Courses Outside College Boundaries.** For locations outside the geographical boundaries of College, College will comply with the requirements of Title 5 of the California Code of Regulations, §§ 55230, 55232. College shall not enter into a CCAP partnership with a high school within the service area of another community college district, except where an agreement exists, or is established, between those community college districts authorizing that CCAP partnership.
- VII. **Coordination.** The coordination will be at no cost to the High School. College will provide the services to facilitate the matriculation and unit credit process of students. College will assign a faculty member or counselor as liaison who will facilitate coordination and cooperation between College and High School

regarding curriculum and pedagogy. College will provide High School personnel reasonable assistance, direction, and instruction in how to fulfill their responsibilities under this CCAP Agreement.

**VIII. Support Staff.** These provisions may not be voided, modified, or waived by a related ISA unless otherwise expressly provided herein:

A. **High School to Provide Support Services.** High School will do the following as it pertains to high school records: provide personnel to perform clerical services and services associated with outreach activities, recruit students, assess and verify the enrollment of qualified students, assist with processing student applications, and other related services as may be necessary.

B. **High School is Responsible for its Own Personnel.** High School's personnel will perform these services on duty time. High School personnel performing these services will be employees solely of High School, subject to the authority of High School, but will also be subject to the direction of College, specifically with regard to their duties pertaining to teaching the college course according to the COR. All instructors will be evaluated according to the contractual agreed evaluation schedule. **Instructors.** These provisions may not be voided, modified nor waived by a related ISA unless otherwise expressly provided herein:

A. **College to Select Instructors.** College may select instructors from High School personnel nominated by the High School, or other sources. High School personnel will perform instructional duties on duty time. High School personnel selected to be instructors remain employees of the High School but the College shall be the employer of record, subject to the authority of the High School, but will also be subject to the authority of College, specifically with regard to their duties as instructors of the College approved course. College will exercise this authority in consultation with the High School.

B. **High School May Nominate Instructors.** High School shall ensure that all instructor nominees are experienced, competent, dedicated personnel who have the personal attributes necessary for providing instruction in the courses. High School shall ensure that all instructor/staff nominees possess any certificates of other training that may be required. College will check the minimum qualifications of the nominees and interview qualified nominees, as per District Administrative Regulation 7121.

C. **College Shall Determine Instructor Requirements.** College shall determine the number of instructors and the subject areas of instruction. The ratio of instructors to students will be determined in consultation with the High School.

D. **High School is Responsible for its Own Personnel.** High School's personnel will perform these services on duty time. High School personnel performing their services will be employees solely of High School, subject to the authority of High School, but will also be subject to the direction of College, specifically with regard to their duties pertaining to the Courses described in the related ISAs. College has the primary right to control and direct such activities.

E. **Orientation Meeting.** Instructors are required to attend an orientation meeting or any other meeting with faculty pertaining to the dual enrollment class or pathway, if scheduled, and College shall provide manuals, CORs, curriculum materials, and testing and grading procedures as necessary.

**IX. Curriculum and Student Learning Outcomes.**

A. College shall develop the student learning outcomes, curriculum, CORs, and instructional methods in accordance with any applicable recommendations and guidelines offered by College and also in compliance with standards set out in Title 5 of the California Code of Regulations.

Student Learning Outcomes, curriculum, CORs, and instructional methods are subject to advance approval/revision by College.

- B. All Courses must be approved by College's Board of Trustees or College personnel to whom this authority has been duly delegated. CORs must meet the course standards set out in Title 5 of the California Code of Regulations and must be approved by College's Curriculum Committee.
  - C. All relevant course information and proposed CORs shall be developed and submitted to College for approval/revision no later than 30 days prior to the projected start date of a particular class or program session.
- X. **Instruction.** The instructional services provided by High School personnel shall include development of appropriate lectures. The lectures will conform to the approved curriculum and CORs and recommendations of experienced College instructors. Instructional presentations shall incorporate planned practical demonstrations, as may be necessary, and use audiovisual techniques or specialized equipment for vocational courses.

All instructional presentations, including practical demonstrations and demonstrations of vocational equipment, are subject to the advance approval of College.

- XI. **Reporting.** The College and High School agree to report the following information:
- A. The total number of High School pupils by school site enrolled in each CCAP partnership agreement, aggregated by gender and ethnicity.
  - B. The total number of community college courses by course category and type, and by school site enrolled in by CCAP partnership participants.
  - C. The total number and percentage of successful course completions, by course category and type, and by school site, of CCAP partnership participants.
  - D. The total number of FTES generated by CCAP partnership participants.

- XII. **Workers' Compensation.**
- A. High School shall be the "primary employer" for all its personnel who perform services as instructors and support staff. High School shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective High School personnel made in connection with performing services and receiving instruction under this CCAP Agreement or any related ISA. High School agrees to hold harmless, indemnify, and defend College from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by High School personnel connected with providing services under this CCAP Agreement or any related ISA. High School is not responsible for non-High School personnel who may serve as instructors or students who are not affiliated with the High School. These provisions may not be voided, modified, or waived by a related ISA.
  - B. College shall be the "primary employer" for all its personnel who perform services under this CCAP Agreement. College shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective personnel made in connection with performing services under this CCAP Agreement or any related ISA. College agrees to hold harmless, indemnify, and defend High School from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by College personnel connected with providing services under this CCAP Agreement or any related ISA. College is not responsible for non-College personnel who may serve as instructors or students who are

not affiliated with services provided under this CCAP Agreement. These provisions may not be voided, modified, or waived by a related ISA.

**XIII. Indemnification.**

- A. High School shall defend, hold harmless, and indemnify College, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this CCAP Agreement or any related ISA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of High School, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.
- B. College shall defend, hold harmless, and indemnify High School, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this CCAP Agreement or any related ISA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of College, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.
- C. This indemnity shall survive termination of this CCAP Agreement or any related ISA, and/or final payment hereunder and is in addition to any other rights or remedies that High School or College may have under law and/or otherwise.
- D. All indemnification under this CCAP Agreement shall be apportioned on a comparative basis taking into account the relative factors of all persons contributing to such claim or loss. An indemnifying Party shall only be liable for that portion of the total indemnified claim or loss that its negligent acts or omissions bear to the negligent acts and omissions of all persons contributing to such total indemnified claim or loss.
- E. These provisions may not be voided, modified nor waived by any related ISA

**XIV. Insurance Requirements.**

- A. Each party shall obtain, pay for, and maintain in effect during the life of this CCAP Agreement the following policies of insurance:
  - (1) Commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to work performed under this CCAP Agreement or the general aggregate limit shall be twice the required occurrence limit;
  - (2) Sexual abuse and molestation insurance which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than \$1,000,000 per wrongful act and \$2,000,000 aggregate. Coverage for such claims must not be subject to any exclusion, restriction, or sub-limit.

This coverage may be provided as an endorsement to the commercial general liability

policy or under a separate policy and may be either:

a) be written on an "occurrence" basis; or

b) on a claims-made and reported basis. Claims-made policies must have a retroactive date which must be before the start of the contract period. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the termination of this Agreement. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy with a retroactive date prior to the contract effective date the High School must purchase "extended reporting" coverage for a minimum of five (5) years after termination of this Agreement.

(3) Commercial automobile liability for "any auto" with combined single limits of liability not less than \$1,000,000 per occurrence;

(4) Professional liability (errors and omissions) with a limit of liability not less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate; and

(5) Workers' compensation and employer's liability insurance. Workers' compensation coverage must be at least as broad as that which is required by the State of California, with statutory limits. Employer's liability insurance must not be less than \$1,000,000 per accident for bodily injury or disease.

B. Unless placed through a public liability self-insurance pool, all insurance required herein is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by District, and must be authorized to conduct business in the State of California, or approved by the Surplus Lines Association to do business in California. The current List of Approved Surplus Line Insurers ("LASLI") is maintained by the California Department of Insurance at <https://www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm>.

C. Each party's commercial general liability and sexual abuse and molestation policies shall contain an endorsement naming the other party, and its governing board, officials, employees, agents, and volunteers as an additional insured insofar as this CCAP Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other with a certificate of insurance containing the endorsements required under this section and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

D. Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this CCAP Agreement.

E. Any self-insurance program or self-insured retention applicable to any of the coverages required herein must be declared and approved separately in writing by the other party.

F. These provisions may not be voided, modified nor waived by a related ISA.

**XV. Discrimination and Harassment.** Each party agrees that it is in compliance with Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d) et seq. and § 2000(e) et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), section 504 of the federal Vocational Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Age Discrimination Act (42 U.S.C. § 6101), the U.S. Presidential Executive Order 11246 and subsequent amendments (if applicable), California Fair Employment and Housing Act (Gov. Cod. § 12900 et seq.), the California Unruh Civil Rights Act (Civ. Cod. §§ 51-53), to the extent applicable to

school and community college districts, and all applicable state and federal health and safety regulations.

- XVI. Complaints.** The parties will follow Addendum I regarding any complaints that may arise from or relate to this Agreement.
- XVII. Disabled Students Programs & Services (DSP&S).** When a student is considering enrolling in a dual enrollment course, it is the responsibility of the High School to provide information to the student regarding their rights to receive academic adjustments, auxiliary aids, services and/or instruction in college courses. It is also the responsibility of the High School to assist the student in connecting with the DSP&S office for the college through which the dual enrollment course is being offered. Further, to the extent required by law, High School is responsible, at its sole cost and expense, for ensuring that students with Individualized Education Programs receive required aides and services.
- XVIII. Entire Agreement.** This CCAP Agreement and any related ISAs constitute the entire agreement between the parties with regard to the Courses and supersedes any prior or contemporaneous understanding or agreement. No party has been induced to enter into this CCAP Agreement by, nor is any party relying on, any representation or promise outside those expressly set forth in this CCAP Agreement and any related ISA.
- XIX. Amendment.** The provisions of this CCAP Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.
- XX. Waiver.** Unless otherwise precluded by the terms of this CCAP Agreement, terms or conditions may be waived by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.
- XXI. Assignment.** Neither party may assign any rights or benefits or delegate any duty under this CCAP Agreement without written consent of the other party. Any purported assignment without written consent shall be void.
- XXII. Parties in Interest.** Nothing in this CCAP Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this agreement intended to relieve or discharge the obligation or liability of any third person to any party to this agreement, nor shall any provision give any third person any right to subrogation or action against any party to this agreement.
- XXIII. Severability.** If any provision of this CCAP Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
- XXIV. Notices.** Any notice under this CCAP Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.
- XXV. Authority to Enter Into Agreement.** Each party to this CCAP Agreement represents and warrants that it has the full power and authority to enter into this agreement and to carry out the transactions

contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this agreement.

**XXVI. Status of the Parties.** Neither party is a partner, joint venture, co-principal, employer, or co-employer of the other or of an employee of the other party. High School shall be solely responsible for paying all salaries, wages, benefits, and other compensation which its employees or subcontractors may be entitled to receive in connection with performing services under this CCAP Agreement and any related ISA. High School shall be solely responsible for withholding and paying all applicable payroll taxes and contributions, including federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance in connection with performing services under this agreement and any related ISA.

High School shall be free to perform similar services for others while under contract with College. Nothing in this CCAP Agreement shall prohibit High School from taking on other jobs or performing services for other entities. The parties agree that in performing the services specified in this agreement, High School shall act as an independent contractor.

**XXVII. Retention and Audit of Records.** Each party shall maintain records pertaining to this CCAP Agreement and related ISAs as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

**XXVIII. Governing Law and Venue.** This CCAP Agreement will be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this agreement shall be Fresno County, California.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed the day and year first above written.

AGREED TO AND ACCEPTED:

AGREED TO AND ACCEPTED:

STATE CENTER COMMUNITY COLLEGE DISTRICT

FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION

\_\_\_\_\_  
By: Dr. David El Fattal  
Vice Chancellor, Finance and Administration  
1171 Fulton Street, Floor 5  
Fresno, California 93721  
(559) 243-7112

\_\_\_\_\_  
By: Brian T. Angus  
Interim Chief Executive Officer  
1900 Mariposa Street, Suite 300  
Fresno, California 93721  
(559) 263-1000



## Addendum I

California Education Code section 76004 subdivision (c) (1) requires the parties to establish protocols for sharing information in compliance with applicable state and federal privacy laws. This Addendum provides protocols for sharing information about complaints that may be related to, or arise from, the Agreement.

Complaints solely between High School employees will be handled pursuant to High School's internal procedures. Complaints solely between SCCC employees will be handled pursuant to SCCC's internal procedures. The Parties will follow the process below for: (a) complaints between High School and SCCC employees; and (b) for complaints made by or against a High School student arising from or related to the Agreement.

- 1) This procedure applies to complaints received by High School or SCCC.
- 2) The party receiving the complaint will:
  - a) Notify the other party and provide the other party with the written complaint within 72 hours of receipt of the complaint.
  - b) Comply with any reporting requirements under state and federal statutes or regulations.
- 3) The parties will cooperate to comply with statutory and regulatory reporting, investigation, and privacy requirements under the Education Code, Title IX, the Family Educational Rights and Privacy Act, Title 5 of the California Code of Regulations, and any other law. The parties understand that they may be required to conduct a formal investigation within regulatory timelines.
- 4) Within three business days or as otherwise required by law, the parties will meet and confer to attempt to reach an agreement on: (a) whether an investigation is required and if so, the type of investigation; (b) whether to conduct a joint investigation or separate investigations; (c) the scope of the investigation; and (d) sharing the costs of the investigation. If the parties cannot reach an agreement on a joint investigation, each party may conduct its own investigation. If the parties conduct separate investigations, they will notify each other of the names of their investigators.
- 5) The parties will cooperate and make their employees and students available to the joint investigator and their separate investigators. For joint investigations, the parties will share all relevant information. For separate investigations, the parties may share relevant information.
- 6) Interviews of employees and students will comply with rights and protections afforded under state or federal law, as applicable, including rights under collective bargaining unit agreements, as applicable.
- 7) For joint investigations, the investigator will prepare a report and provide it to both parties. The report will set forth findings as to each allegation and the basis for the findings. The parties will share all materials from a joint investigation subject to the confidentiality requirements of this Agreement. The parties may, but are not required, share their separate investigation reports subject to the confidentiality requirements of this Agreement.
- 8) The parties will keep all information and documents related to investigations confidential to the fullest extent permitted by law. The confidentiality requirements under this Agreement do not restrict the parties from using investigation reports, information, and materials in connection with employee discipline, student discipline, or defending against third party claims.
- 9) Activities related to an investigation shall not waive the attorney-client privilege, attorney work product protection, or any other privilege or protection to which the parties may be entitled.
- 10) All information, communications, documents, and other materials that the parties, their respective counsel, or investigators receive from or provide to each other in connection with an investigation shall constitute

confidential, privileged information that is being shared and disclosed for the common goal of undertaking a joint investigation. Such information shall not be disclosed to third parties without the other party's prior written consent, or unless required pursuant to applicable law, rule, or regulation, valid subpoena, or court order.

- 11) Except as expressly provided herein, all information obtained by a party, its counsel or investigator, or its counsel or investigator from the other party, is provided solely for the use of the receiving party in completing an investigation. All information will remain protected from disclosure to third parties pursuant to the attorney-client privilege, attorney work product doctrine, joint defense privilege, and any other applicable privilege or immunity.
- 12) If a subpoena, written discovery demand, motion, or other legal process seeks to compel the disclosure of any reports or information prepared pursuant to an investigation, the receiving party shall promptly notify the other party and shall cooperate fully with the other party in opposing the disclosure, unless the parties agree in writing to make the disclosure.
- 13) All confidentiality paragraphs and requirements shall survive the termination of this Agreement.

**FRESNO EOC SCHOOL OF UNLIMITED LEARNING  
GOVERNING COUNCIL MEETING  
Sanctuary Recreation Room  
Tuesday, October 8, 2024  
MINUTES**

1. Meeting called to order by Terry Allen 8:30 a.m.
2. Community Action Promise  
Terry Allen guided the Governing Council in reading the Community Action Promise.
3. Roll call facilitated by Marilyn Wheeler.

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			Jack Lazzarini	X			Felicia Olais			X	Nidia Vargas, SOUL College & Career Counselor Angie Avalos, Fresno State Inern
Benita Washington, Vice Chair, FSU Social Worker Representative	X			Michelle Tutunjian	X			Sean Virnig	X			
Jimi Rodgers, Secretary, Fresno EOC Commissioner		X		Emilia Reyes		X						
Larry Metzler, Cultural Arts Rotary Interact Club Advisor	X											Shelly Cooper, Maja Cikos, FUSD Interpreters
Bruce McAlister, Fresno EOC Commissioner	X											
Jeanne Starks, Retired Law Enforcement Juvenile Probation	X											
Julio Romero, EOC Health Services			X									
Steven Taylor, Fresno EOC Commissioner		X										
Patrick Turner, Fresno EOC Training and Employment	X											
Parent Rep Lucy Luttrell	X											
Student Rep's (2) Halle Overton, Sandra Salinas Alternate Student Rep	X X											
Susan Lopez, Staff Representative, Principal	X											
Rena Failla, Staff Representative, Guidance Coordinator	X											
Courtney Griffin, Staff Representative, Guidance Dean	X											
Sandy Lomelino, Staff Representative, Vice Principal	X											

**4. Approval of Minutes**  
May 21, 2024, Governing Council Meeting Minutes

Public Comments: None heard.

**Motion by:** Turner **Second by:** Washington  
**Ayes:**, Griffin, Lomelino, Starks, Luttrell, Salinas, Allen, Lopez, Metzler, Failla, Overton, McAllister  
**Nays:** None

**5. Public Comments**

Principal Lopez distributed SOUL Pennant flags and ink pens to the Council Members. SOUL will be at Fresno EOC's booth at the Fresno Fair on Wednesday, October 9<sup>th</sup> where these items will be given away for advertising and recruitment purposes.

**6. Independent Study Board Policy and Independent Study Policies and Procedures**

Vice Principal Lomelino shared that each year in July California Law Makers trailer bills that pass legislation in association with CA Department of Education. The legal offices of Young, Minney and Core specializing in Charter Law, review and update SOUL's Independent Study Board Policy and Independent Study Policies and Procedures annually. A minimal change was made in our Independent Study Policy as far as length of days for Short Term Independent Study. No change needed to our Master Agreement.

Public Comments: None heard.

**Motion by:** McAllister **Second by:** Starks  
**Ayes:**, Griffin, Lomelino, Washington, Luttrell, Salinas, Allen, Lopez, Metzler, Failla, Overton, Turner  
**Nays:** None

**7. 2024-2025 Parent Involvement Policy**

As a requirement of Title I funding, SOUL’s Parent Involvement Policy is updated annually. The Parent Involvement Policy specifies dates, times and agendas of all Parent Meetings held throughout the school year. Meetings are held once a month and SOUL has the opportunity to schedule additional meetings if needed. Minimal changes, other than the updated meeting dates that are listed on the Policy.

Public Comments: None heard.

**Motion by:** Turner **Second by:** Washington

**Ayes:**, Griffin, Lomelino, Starks, Luttrell, Salinas, Allen, Lopez, Metzler, Failla, Overton, McAllister

**Nays:** None

**8. 2024-2025 Professional Development Plan**

SOUL annually develops a Professional Development Plan that provides training to help teachers increase student learning and the number of students graduating. Eligible Federal Title I and Title II funding support all proposed professional development activities. SOUL did make changes to the original Professional Development Plan schedule due to Fresno Unified scheduling conflicts.

Public Comments: None heard.

**Motion by:** McAllister **Second by:** Metzler

**Ayes:**, Griffin, Lomelino, Starks, Luttrell, Salinas, Allen, Lopez, Failla, Overton, Turner, Washington

**Nays:** None

**9. 2024-2025 Student/Parent Handbook**

SOUL’s 2024-2025 Student Parent Handbook is updated annually. Each family enrolled at SOUL receives a copy of the handbook. All policies are also included in the handbook for SOUL students and parents to reference.

Public Comments: None heard.

**Motion by:** Starks **Second by:** Washington

**Ayes:**, Griffin, Lomelino, Turner, Luttrell, Salinas, Allen, Lopez, Metzler, Failla, Overton, McAllister

**Nays:** None

**10. Membership Sub-Committee Report**

The Membership Sub-Committee met and suggests that SOUL Governing Council approve adding on additional parent to the membership. It was also suggested that Principal Lopez ask Commissioner Reese from the Juvenile Justice system if he would be willing to serve on SOUL’s Governing Council. This change would take effect beginning the 2025-2026 school year.

Public Comments: None heard.

**Motion by:** Turner **Second by:** Starks

**Ayes:**, Griffin, Lomelino, Washington, Luttrell, Salinas, Allen, Lopez, Metzler, Failla, Overton, McAllister

**Nays:** None

**11. Suicide Prevention Plan**

In August, a Suicide Prevention Consultant came to SOUL to provide training for our staff. In addition, more in-depth Suicide trainings are offered through FUSD, that our Case Managers and Counselors are attending. The Suicide Prevention Plan is required by the CA Department of Education for any Local Education Agency (LEA) that serves students in grades 7-12 inclusive. A Suicide Prevention Policy must be adopted to include prevention, intervention and postvention. It was shared that having a form that could be filled out by distressed students may provide a way for them to express how they are feeling. The Council discussed what was shared.

Public Comments: None heard.

**Motion by:** Washington **Second by:** Griffin

**Ayes:**, Turner, Lomelino, Starks, Luttrell, Salinas, Allen, Lopez, Metzler, Failla, Overton, McAllister

**Nays:** None

**12. Title IX Policy**

The Title IX policy is a California Department of Education Policy that strictly prohibits discrimination on the basis of sex in education programs or activities, sex discrimination, sex-based harassment or sexual violence. The policy includes Rena Failla’s SOUL’s Guidance Counselor Coordinator contact information and Nelson Dibie, EOC Human Resources contact information for reporting purposes.

Public Comments: None heard

**Motion by:** McAllister **Second by:** Turner

**Ayes:**, Griffin, Lomelino, Starks, Luttrell, Salinas, Allen, Lopez, Metzler, Failla, Overton, Washington

**Nays:** None

**13. Bullying-Cyberbullying Prevention Plan**

California Ed Code defines both Bullying and Cyberbullying and the consequences of participating in either one. SOUL has an extensive intervention plan on what needs to be done to prevent Bullying or Cyberbullying for our students. The staff has a lot of interaction with our students several time during the day. The staff works hard every day to make SOUL a safe and healthy environment for our students to attend school.

Public Comments: None heard

**Motion by:** Metzler **Second by:** Starks

**Ayes:**, Griffin, Lomelino, Washington, Luttrell, Salinas, Allen, Lopez, Turner, Failla, Overton, McAllister

**Nays:** None

**14. English Language Advisory Committee (ELAC) By-Laws**

Each California school with 21 or more English Learners must form an English Learner Advisory Committee (ELAC). Parents or Guardians of English Learners shall constitute at least the same percentage of the ELAC membership as their children represent of the student body. Mrs. Gladys Banda is our ELAC Coordinator at SOUL. She meets with all of the Spanish speaking parents and students as a Case Manager and also provides training meetings. October 15, 2024, will be our first ELAC Advisory Meeting and officers (President, Vice President and Secretary) will be nominated and elected.

Public Comments: None heard

**Motion by:** Turner **Second by:** Starks

**Ayes:**, Griffin, Lomelino, Washington, Luttrell, Salinas, Allen, Lopez, Metzler, Failla, Overton, McAllister

**Nays:** None

**15. 2024-2025 Admission Policy**

Charter schools must have an Admissions Policies and Procedures in their charter petitions. Charter schools must admit all students who want to attend, unless there are more students than spaces, in which case a public lottery must be held until space becomes available. Charter schools can have limited admission preferences, but they must comply with all federal and state laws, including civil rights and anti-discrimination laws.

Public Comments: None heard

**Motion by:** Starks **Second by:** Washington

**Ayes:**, Griffin, Lomelino, Turner, Luttrell, Salinas, Allen, Lopez, Metzler, Failla, Overton, McAllister

**Nays:** None

**16. Parent/Student Governing Council Representatives**

Each school year parent and student representatives are selected to serve on the Governing Council. The proposed parent representative is Lucy Luttrell and the proposed student representatives are Sandra Salinas and Halle Overton.

Public Comments: None heard

**Motion by:** Turner **Second by:** McAllister

**Ayes:**, Griffin, Lomelino, Starks, Luttrell, Salinas, Allen, Lopez, Metzler, Failla, Overton, Washington

**Nays:** None

**17. Local Control Accountability Plan (LCAP) Revision Update**

The LCAP received minor revisions after the Governing Council approval. The revisions consisted of completing the explanation of differences in SOUL’s action plans/goals from the previous year. The LCAP was then sent to Fresno Unified School District and then on to Fresno County Superintendent of Schools Office, where it was accepted and then sent to California Department of Education (CDE). SOUL has hired a consultant, EdTec to complete SOUL’s LCAP next year. There will be an update in January.

Public Comments: None heard

**Motion by:** Starks **Second by:** Washington

**Ayes:**, Griffin, Lomelino, Turner, Luttrell, Salinas, Allen, Lopez, Metzler, Failla, Overton, McAllister

**Nays:** None

**18. Amend October Agenda**

A quorum was not present at the September Governing Council Meeting. It was requested that the October agenda be amended to include the September minutes for approval.

Public Comments: None heard.

**Motion by:** Starks **Second by:** Turner

**Ayes:**, Griffin, Lomelino, Washington, Luttrell, Salinas, Allen, Lopez, Metzler, Failla, Overton, McAllister

**Nays:** None

**19. Approval of Minutes**

September 10, 2024, Governing Council Meeting Minutes

Public Comments: None heard.

**Motion by:** Turner **Second by:** Starks

**Ayes:**, Griffin, Lomelino, Washington, Luttrell, Salinas, Allen, Lopez, Metzler, Failla, Overton, McAllister

**Nays:** None

**18. SOUL Update: Principal Report**

Principal Lopez reported on the classroom-based and independent study program demographics as presented on the principal’s report.

- Principal Lopez introduced our newest staff member, Keinan Clewis.
- On December 13, 2024, SOUL is planning to turn the recreation room into a Winter Wonderland for our students and their families to walk through and receive age-appropriate gifts. Santa will be available for pictures; First Presbyterian Church is planning to join us and provide food baskets. Hot Chocolate and Coffee will also be provided. SOUL anticipates approximately 100 families will be in attendance. The Governing Council members were invited to participate in the Winter Wonderland event by donating children’s gifts. Marilyn will email Council Members to provide the age range for gifts to purchase.
- Felicia Olais presented the Charter Renewal Process to Fresno Unified School Board and would like to call a SOUL Governing Council Meeting to present the process. An email will be sent with the time and date of the meeting.

**19. Other Business**

Terry Allen announced that the next Governing Council meeting will be held, Tuesday, December 10, 2024.

**20. Adjournment of Meeting**

Meeting adjourned at 9:21 am

Submitted by Commissioner Jimi Rodgers, SOUL Governing Council Secretary

**FRESNO EOC SCHOOL OF UNLIMITED LEARNING  
SPECIAL MEETING  
Sanctuary Recreation Room  
Wednesday, November 13, 2024  
MINUTES**

1. Meeting called to order by Sandy Lomelino 8:34 a.m.

**2. Council Members and Guest Present**

Dr. Terry Allen, SOUL Governing Council Chair  
Jimi Rodgers, Fresno EOC Commissioner/ SOUL Governing Council Secretary  
Julio Romero, Fresno EOC Health Services Representative  
Steven Taylor, Fresno EOC Commissioner  
Patrick Turner, Fresno EOC Training and Employment Representative  
Lucy Luttrell, SOUL Parent Representative  
Sandra Salinas, SOUL Student Representative  
Rena Failla, SOUL Guidance Counselor Coordinator  
Sandy Lomelino, SOUL Vice Principal  
Courtney Griffin, SOUL Guidance Dean  
Jack Lazzarini Fresno EOC Programs Officer  
Nidia Vargas, SOUL College and Career Counselor  
Felicia Olais, FUSD Charter Office Director  
Dr. Sean Virnig, FUSD Charter Office Manager  
Shelly Cooper, FUSD Interpreter  
Maja Cikos, FUSD Interpreter  
Dr. Randy Ward, HYA Consultant  
Dr. Cheryl Ward, HYA Consultant  
Guadalupe Martinez, Fresno State Social Work Intern

Felicia Olais, FUSD Charter Office Director and Dr. Sean Virnig, FUSD Charter Office Manager, of Curriculum, Instruction and Professional Learning introduced themselves.

Felicia Olais distributed copies of the power point presentation, Charter Review Elements by Department and Charter Petition Review Matrix Each of these documents were referenced in her presentation.

The objective of the presentation is to:

- Learn more about the Charter school authorizer and renewal process.
- AB 1505 & AB 1507– Overview and authorizer and charter school partnership.
- Provide information regarding charter school renewal process and cycle for non-DASS and DASS schools.
- Academic Performance Categories.
- Legal timelines and requirement for charter school renewal.
- Tentative schedule and approximate Board dates for renewal decision hearings (Draft).

The Charter Review Elements by Department information reflects Legal compliance in the following areas, State and Federal, ELS and Facilities. The red wording delineates new laws.

The Charter Petition Review Matrix that was distributed is used by FUSD review team to evaluates whether or not SOUL has met the standards set in our current Charter Petition.

Felicia Olais reported on SOUL’s Review timeline that must be completed by law within 90 days from July 2, 2025, which includes the decision to approve or deny SOUL’s charter.

**Adjournment of Meeting**

Meeting adjourned at 10:30am

**FRESNO EOC SCHOOL OF UNLIMITED LEARNING  
GOVERNING COUNCIL MEETING  
Sanctuary Recreation Room  
Tuesday, December 10, 2024  
MINUTES**

1. Meeting called to order by Terry Allen 8:30 a.m.
2. Community Action Promise  
Terry Allen guided the Governing Council in reading the Community Action Promise.
3. Roll call facilitated by Marilyn Wheeler.

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			Jack Lazzarini	X			Felicia Olais	X			Dr. Randy Ward, HYA Consultant Dr. Cheryl Ward, HYA Consultant Diane Henson, Parent
Benita Washington, Vice Chair, FSU Social Worker Representative		X		Michelle Tutunjian		X		Dr. Sean Virnig			X	
Jimi Rodgers, Secretary, Fresno EOC Commissioner	X			Emilia Reyes		X						
Larry Metzler, Cultural Arts Rotary Interact Club Advisor	X											
Bruce McAllister, Fresno EOC Commissioner	X											
Jeanne Starks, Retired Law Enforcement Juvenile Probation		X										
Julio Romero, EOC Health Services	X											
Steven Taylor, Fresno EOC Commissioner		X										
Patrick Turner, Fresno EOC Training and Employment		X										
Parent Rep Lucy Luttrell			X									
Student Rep's (2) Halle Overton, Sandra Salinas Alternate Student Rep			X									
Susan Lopez, Staff Representative, Principal	X											
Rena Failla, Staff Representative, Guidance Coordinator	X											
Courtney Griffin, Staff Representative, Guidance Dean	X											
Sandy Lomelino, Staff Representative, Vice Principal	X											

**4. Approval of Minutes**  
October 8, 2024, Governing Council Meeting Minutes

Public Comments: None heard.

**Motion by: Lopez Second by: Metzler**  
**Ayes:** Griffin, Lomelino, Allen, Romero, Rodgers, Failla, McAllister  
**Nays:** None

November 13, 2024, Special Meeting Minutes were approved with corrections, Felicia Olais and Sean Virnig names misspelled, add Dr. to Sean Virnig and the addition of authorizer and renewal process to the objective of the presentation.

Public Comments: None heard.

**Motion by: McAllister Second by: Metzler**  
**Ayes:** Griffin, Lomelino, Allen, Romero, Rodgers, Failla, Lopez  
**Nays:** None

**5. Public Comments**

- Principal Lopez introduced Diane Henson, Parent and ELAC Advisory Council Chair Representative.
- Dr. Randy Ward and Dr. Cheryl Ward, with Hazard, Young, Attea & Associates (HYA) Consultants were introduced.
- Jack Lazzarini announced Susan Lopez' retirement.

**6. SOUL Dashboard**

Sandy Lomelino presented the information on Fresno EOC SOUL Dashboards. The dashboards include SOUL demographics, DASS Indicators, and NWEA Testing data for both the Classroom Based and Independent Study programs. Major changes will happen on a yearly basis. The Dashboard will help to promote all of what SOUL offers and provides for the students we serve.



The Council discussed the information provided.

### **7. SOUL Charter Renewal Update**

Vice Principal Lomelino presented the Renewal Timeline information for SOUL's Charter Petition. The Renewal Timeline will begin July 1, 2025. SOUL's Annual Site Visit is scheduled for January 30, 2025.

### **8. SOUL Update: Principal Report**

Principal Lopez reported on the classroom-based and independent study program demographics as presented in the principal's report.

- Susan Lopez shared a letter received from Felicia Olais, Charter Office Director, regarding SOUL's Local Control Accountability Plan (LCAP) submission. EdTec will be writing SOUL's upcoming LCAP and Charter Renewal.
- On December 13, 2024, SOUL's Winter Wonderland Event will be held at SOUL in the recreation room for our students and their families. First Presbyterian Church is collaborating with us to provide food baskets, hygiene items and coats. Hot Chocolate and Coffee will also be provided. The Governing Council members are invited to participate in the Winter Wonderland event by donating children's gifts. A huge thank you to 1<sup>st</sup> Presbyterian Church for their kindness and generosity to our students' and their families
- SOUL's Winter Graduation Ceremony will be held in the Theater on December 18 from 1:00-2:00 pm.
- SOUL has two new signs, one on the corner of N and Calaveras and one on the building. A very nice addition to SOUL's campus.
- The Art Class has the students' art displayed in the recreation room at SOUL.
- Larry Metzler shared that the Cultural Arts Rotary of Fresno has provided Christmas for two SOUL families. Thank you, Cultural Arts Rotary of Fresno, for your generosity to our students'.

### **9. Other Business**

Terry Allen announced that the next Governing Council meeting will be held on Tuesday, February 4, 2025.

### **10. Adjournment of Meeting**

Meeting adjourned at 9:15 am

Submitted by Commissioner Jimi Rodgers, SOUL Governing Council Secretary

## SCHOOL OF UNLIMITED LEARNING BOARD OF COMMISSIONERS MEETING

<b>Date:</b> February 24, 2025	<b>Program:</b> School of Unlimited Learning
<b>Agenda Item #:</b> 6	<b>Director:</b> Dr. Dion Varnado
<b>Subject:</b> LCAP Mid-Year Update	<b>Officer:</b> Jack Lazzarini

### Recommended Action

The information presented is intended to keep the Board apprised of the operational progress towards the Local Control Accountability Plan (LCAP).

### Background

The LCAP is a comprehensive state plan required of district and charter schools to detail key goals, actions, and budgeted expenditures.

The Mid-Year LCAP focuses on how additional funds are being used to benefit higher need student groups (i.e. low-income English learners and foster youth).

This information was presented during the February 4, 2025, SOUL Governing Council meeting.

### Fiscal Impact

SOUL's 2024-2025 Fiscal budget was reduced by 15% (\$518,775) from the previous year by the California Department of Education (CDE) funding determination process. The justification by CDE was underspending the budgeted amount.

### Conclusion

The update reflects information through the month of January 2025.

# LCAP Mid-Year Update

**School of Unlimited Learning**

February 24, 2025



Fresno  
Economic  
Opportunities  
Commission

# Agenda

- Overview of Requirements
- Updated Budget Overview for Parents
- LCAP Goals
- Progress towards meeting goal
- Implementation and Expenditure Status

# Local Control Accountability Plan (LCAP)

## What is it?

A comprehensive state plan required of districts and charter schools that details key goals, actions, and budgeted expenditures.

## Focus Area

How additional funds are being used to benefit higher need student groups  
*(Low Income, English Learner, and Foster Youth)*

# LCAP Components 2024-2025

## Mid-Year Annual LCAP Update

## LCAP

### Board Presentation

- Update on Budget Overview for Parents
- Currently available LCAP Outcomes
- LCAP Financial Expenditures YTD
- LCAP Actions Implementation Update
- Budget Overview for Parents
- 2024-25 Annual Update Actions and Expenditures
- Highlights, Identified Needs, Education Partner Engagement
- 2025-26 Goals, Outcomes, Actions, Expenditures
- Increased and Improved Services Requirement

# Updated Budget Overview for Parents

# Budget Overview for Parents

Budget Item	Original Forecast 24-25	Current Forecast 24- 25 Budget	Variance
Total LCFF funds	\$2,498,535	\$2,123,754	-\$374,781
LCFF supplemental and concentration grants	\$959,962	\$815,968	-\$143,994
All other state funds	\$124,500	\$321,950	\$197,090
All local funds	\$0	\$5,000	\$5,000
All federal funds	\$58,002	\$190,150	\$132,148
<b>Total projected revenue</b>	\$2,681,037	\$2,640,494	-\$40,543
Total budgeted general fund expenditures	\$959,962	\$815,968	-\$143,994



# LCAP Goals: Progress and Implementation



## Goal 1

**All students will demonstrate growth towards grade level  
in Reading and Math.**

<b>Action #</b>	<b>Action Title</b> (* increased service for high need students)	<b>Implementation Status</b>	<b>Budgeted Amount</b>	<b>Expenditures as of 10/31/24</b>
1	Extended Class Appointments by providing support for Reading and Math*	In Progress	\$53,181	\$9,762
2	Collaboration for Improved Instruction*	In Progress	\$154,678	\$36,584
3	Professional Development (PD) and Coaching to support English Language Development (ELD)*	In Progress	\$48,523	\$10,881



## Goal 2

School will provide engagement opportunities for students and Educational Partners (parents, students, staff, community members, and organizations) and promote a positive school climate to encourage student success.

Action #	Action Title (* increased service for high need students)	Implementation Status	Budgeted Amount	Expenditures as of 10/31/23
1	Parent Meetings*	In Progress	\$18,215	\$4,789
2	Community Engagement Opportunities for Students*	In Progress	\$52,739	\$9,352
3	Communication*	In Progress	\$92,657	\$21,133
4	Educational Partner Feedback*	In Progress	\$53,077	\$12,607



## Goal 3

**SOUL students will have access to develop skills and knowledge necessary to be responsible and productive citizens post-graduation.**

<b>Action #</b>	<b>Action Title</b> <small>(* increased service for high need students)</small>	<b>Implementation Status</b>	<b>Budgeted Amount</b>	<b>Expenditures as of 10/31/23</b>
1	Develop post secondary plan*	In Progress	\$191,185	\$48,380
2	Flexibility in Scheduling*	In Progress	\$37,545	\$9,080
3	Expansion of CTE courses*	In Progress	\$114,168	\$32,190

# 2024-2025 Goal Analysis

## Developing the 2025-2026 LCAP

# Engaging Educational Partners

As we move into goal analysis for 2024-2025 LCAP and develop the 2025-26 we will be working with our educational partners to review our updated actions and metrics to meet our goal.

## Goal 1: All students will demonstrate growth towards grade level in Reading and Math.

ACTIONS	METRICS
<ul style="list-style-type: none"><li>● Intervention class for math focusing on skills and concepts needing growth</li><li>● My path program for reading and math intervention for in-seat and at home</li><li>● Reading and beyond labs</li><li>● Purchase computers, hot spots and insurance</li><li>● Saturday school reteach</li><li>● ELD block for multi-lingual learners</li><li>● Implementation of research verified instructional strategies and professional development</li></ul>	<ul style="list-style-type: none"><li>● <b>#4 Student Achievement</b><ul style="list-style-type: none"><li>● CAASPP</li><li>● EL reclassification rate</li><li>● % ELs improving on ELPAC (ELPI)</li></ul></li><li>● <b>#1 Basic Services</b><ul style="list-style-type: none"><li>● Teachers appropriately credentialed/ assigned</li><li>● Students with access to standards-aligned materials</li><li>● Facilities in “good repair”</li></ul></li><li>● <b>#2 Implementation of State Standards</b><ul style="list-style-type: none"><li>● All adopted standards as implemented, including ELD</li></ul></li></ul>

# Engaging Educational Partners

As we move into goal analysis for 2024-2025 LCAP and develop the 2025-26 we will be working with our educational partners to review our updated actions and metrics to meet our goal.

**Goal 2: School will provide engagement opportunities for students and Educational Partners (parents, students, staff, community members, and organizations) and promote a positive school climate to encourage student success.**

## ACTIONS

- Homeroom attendance competitions for 3rd period
- Guest speakers
- Admin Town Halls
- Honor roll awards assembly
- Art Showcase
- Blood Drive
- Off-Site Learning Opportunities
- Increase hybrid enrollment
- Added Additional Art Class
- Parent support lab
- Public Speaking Engagements
- Electronic Survey
- Field Day

## METRICS

### #3 Parent Involvement & Family Engagement

- Parental participation, including for unduplicated & SPED students
- Parental input in decision-making

### #5 Student Engagement

- Chronic absence rate
- Attendance rate
- HS graduation rate
- Dropout rate (HS/MS)

### #6 School Climate

- Suspension rate
- Expulsion rate
- Survey responses to school safety and school climate

# Engaging Educational Partners

As we move into goal analysis for 2024-2025 LCAP and develop the 2025-26 we will be working with our educational partners to review our updated actions and metrics to meet our goal.

<b>Goal 3: SOUL students will have access to develop skills and knowledge necessary to be responsible and productive citizens post-graduation</b>	
<b>ACTIONS</b>	<b>METRICS</b>
<ul style="list-style-type: none"> <li>● Paid internships within EOC for students who have taken CTE Courses</li> <li>● Increase CTE class offerings</li> <li>● Provide incentives for FAFSA applications</li> <li>● Hire (1-3) tutors to assist and monitor dual enrollment/high school enrichment students</li> <li>● Increase Field Trips to college visits</li> <li>● Implements dual enrollment program with FCC-continue High School Enrichment</li> <li>● Purchase portable for CTE labs</li> <li>● Graduation Incentives</li> <li>● Annual Career Fair</li> </ul>	<p><b>#4 Student Achievement</b></p> <ul style="list-style-type: none"> <li>● AP pass rate</li> <li>● % prepared for EAP (HS)</li> <li>● A-G completion rate</li> <li>● CTE Pathway completion rate</li> <li>● A-G &amp; CTE Pathway completion rate</li> </ul> <p><b>#5 Student Engagement</b></p> <ul style="list-style-type: none"> <li>● HS graduation rate</li> <li>● Dropout rate (HS/MS)</li> </ul> <p><b>#7 Access to broad course of study</b></p> <p><b>#8 Other pupil outcomes</b></p>



**Thank you for working together to review our progress towards meeting our LCAP goals!**