



This Agreement is entered into by and between SOUL SHOPPE PROGRAMS (“SOUL SHOPPE”). UNIVERSITY PREPARATION CHARTER SCHOOL (“SCHOOL”) (collectively “the Parties”) on this 3<sup>RD</sup> day of JUNE 2021 for the 2021-22 school year (“Period”). UNIVERSITY PREPARATION CHARTER SCHOOL is contracting with SOUL SHOPPE to receive an in-person training.

### I. SCHOOL INFORMATION

**Name of School:** University Preparation Charter School School

**Contact Name:** Darlene Hale **Role:** Director of Curriculum and Instruction

**Email:** [dhale@pvdsd.k12.ca.us](mailto:dhale@pvdsd.k12.ca.us), [dhale@pleasantvalleysd.org](mailto:dhale@pleasantvalleysd.org)

**Principal Cell Phone Number:** \_\_\_\_\_  
*(to be used only in case of facilitator’s illness and need to cancel the morning of programs)*

**Scheduling Contact Person:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Invoicing Contact Person:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**School Street Address:** 1099 Bedford Drive

**City/ State/ Zip :** Camarillo, CA 93010 **School Phone:** 804-482-4608

**School Fax:** \_\_\_\_\_

**# of Students:** \_\_\_\_\_ **# of Teachers:** \_\_\_\_\_

**District Name:** Pleasant Valley Elementary District

**Do you require a District Contract?** \_\_\_\_\_

**Do you require a Purchase Order?** \_\_\_\_\_



SOUL SHOPPE PROGRAMS agrees to provide the following programs:

**LIST OF PROGRAMS & RATES:**

**6 Soul Shoppe Program Days: \$9000 (\$1500 each)**

**1 Staff Training: \$500**

**1 Classified Staff Training: \$500**

**3-Part Parent Program (virtual): \$1500 (\$500 each session)**

*PROGRAM TOTAL: \$11,500*

**TRAVEL: \$800 x 3 trips = \$2,400**

**CONTRACT TOTAL: \$13,900**

**PLEASE REMIT PAYMENTS & ALL CORRESPONDENCE TO:**

SOUL SHOPPE PROGRAMS  
111 FAIRMOUNT AVENUE, SUITE 503  
OAKLAND, CA 94611  
PHONE: (510) 338-3231  
FAX: (510) 338-3234  
**SUPPORT@SOULSHOPPE.ORG**



## TERMS OF AGREEMENT

**Compensation:** UNIVERSITY PREPARATION CHARTER SCHOOL agrees to compensate SOUL SHOPPE PROGRAMS for the services delivered during the **2021-2022** school year. Total cost of program not to exceed **\$13,900**.

UNIVERSITY PREPARATION CHARTER SCHOOL shall be responsible for all expenses incurred in association with the performance of the Services.

**Late Fees:** Any invoice not paid within 60 days of billing is subject to a 2% monthly interest charge. Soul Shoppe reserves the right to use any and all means of collection available under applicable law to collect any amount past due.

### **Rescheduling or Cancellations:**

**Good Faith Collaboration:** While we realize that situations come up and schedule changes are sometimes necessary, we budget our year based on these individual contracts and depend on fulfillment income. Soul Shoppe is committed to being in partnership with our schools to support program delivery and will do everything possible to fulfill the agreed upon services, including scheduling substitute facilitators when possible. In return, Soul Shoppe asks our school partners to collaborate in good faith and also do everything possible to make sure contracted programs are delivered by the end of the contract year. The following policies have been created to ensure robust and supportive communication and fulfillment of contracted services:

**24 hours' notice-** Soul Shoppe commits resources to fulfill the agreed upon services contracted with schools. If a school needs to cancel a Soul Shoppe program, all programs, including workshop days, classroom visits, school-wide assemblies, parent trainings, and staff in-services **must be canceled with at least 24 hours' notice** of the beginning of the program time or Soul Shoppe will bill the school or district for the full price of the program. If a school cancels a Soul Shoppe program **with 24 hours' notice**, Soul Shoppe will reschedule with the school.

**Attempts at re-scheduling-** If a program day is canceled by the school, it is Soul Shoppe's preference to reschedule, deliver the program, and invoice for the program delivered. However, if Soul Shoppe attempts to contact the school **at least 3 times** to reschedule, and the school does not communicate with Soul Shoppe, Soul Shoppe will bill the full price of the program to the school. If a school responds that they no longer want the program delivered, Soul Shoppe is open to discussion and renegotiation to find a solution that works for everyone based on the situation. If a mutually agreeable solution cannot be reached, per the contract agreement the school is responsible for paying for the program.

If a program day must be canceled by Soul Shoppe (Soul Shoppe will make every effort to ensure this does not happen), it is still Soul Shoppe's preference to reschedule, and deliver the program. However, if the program cannot be rescheduled, Soul Shoppe will not bill for that program.

**Communication-** If problems arise with delivery or quality of content; all parties agree to communicate immediately so such problems can be handled expediently. Both parties agree to communicate honestly and openly with the intent of resolving any and all issues to the best of our ability.

**Fingerprinting/Criminal Records Check of SOUL SHOPPE PROGRAM Employees:** SOUL SHOPPE PROGRAMS complies with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. To the extent Education Code §45125.1 is applicable, SOUL SHOPPE PROGRAMS shall not permit any employee to have any contact with pupils UNIVERSITY PREPARATION CHARTER SCHOOL until such



time as SOUL SHOPPE PROGRAMS has verified in writing that such employee has not been convicted of a felony.

**Rules and Regulations:** All rules, policies, and regulations of SOUL SHOPPE PROGRAMS and all federal, state, and local laws, ordinances and regulations are to be observed strictly by ( pursuant to this Agreement.

**Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

**California Law:** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Alameda County, California.

**Attorneys' Fees:** If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

**Waiver:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**NAME OF SCHOOL ENTERING INTO AGREEMENT:**

University Preparation Charter School

\_\_\_\_\_

Principal/ Director's Signature

\_\_\_\_\_

Date

Darlene Hale  
Printed Name

\_\_\_\_\_  
Vicki Abadesco, Executive Director at Soul Shoppe

Date: 6/3/2021