



SEQUOIA GROVE CHARTER ALLIANCE

Sequoia Grove Charter Alliance

Regular Board Meeting

Date and Time:

**June 3, 2021
6:00 pm**

Join Zoom Meeting:

<https://zoom.us/j/94420795616?pwd=aGNodHd1YWZMeFRPVDJWeFRMcjN1Zz09>

Meeting ID: 944 2079 5616

Passcode: 037392

Call in:

(669) 900-6833

Agenda:

I. Opening items

- A. Record Attendance
- B. Call the Meeting to Order
- C. Approval of the Agenda
- D. Public Comments
- E. Approval of Minutes

II. Action Items

- A. Presentation: Engagement with Procopio - Kevin Davis
- B. Presentation: AB1316 - Kathleen Daugherty

- C. Closed Session: Personnel Actions—Appointment, Employment, Evaluation, Discipline/Dismissal/Release (§ 54957)
EMPLOYEE APPOINTMENT Title: Executive Direc
- D. Update: Benefits plan
- E. Update: Technology
- F. Update: Facilities
- G. Discussion and Possible Action: Board Member Recruitment process

IV. Closing items

- A. Board of Director's Comments & Requests
- B. Announcement of Next Regular Scheduled Board Meeting

June 17, 2021

6:00 pm

- C. Adjourn Meeting

Public Comment Rules: Members of the public may address the Board on agenda or non-agenda items through the teleconference platform, Zoom. Zoom does not require the members of the public to have an account or login. Please either utilize the chat option to communicate to the administrative team of your desire to address the Board or simply communicate orally your desire to address the Board when the Board asks for public comments. Speakers may be called in the order requests are received. Comments are limited to 2 minutes each, with no more than 16 minutes per single topic. If a member of the public utilizes a translator to address the Board, those individuals are allotted 4 minutes each. If the Board utilizes simultaneous translation equipment in a manner that allows the Board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to school staff or calendar the issue for future discussion.

Note: The Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at (562) 584-0427 at least 48 hours before the scheduled board meeting so every reasonable effort can be made to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).



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DEL MAR HEIGHTS
LAS VEGAS
ORANGE COUNTY
PHOENIX
SAN DIEGO
SILICON VALLEY

May 26, 2021

VIA E-MAIL [jbaldwin@sequoiagrove.org]

Sequoia Grove Charter Alliance
4305 South Meridian Road
Meridian, CA 95957
Attn: Jason Baldwin, Board Chair

Re: Engagement Agreement

Dear Mr. Baldwin:

We are pleased that you have selected Procopio, Cory, Hargreaves & Savitch LLP (the "Firm") to serve as counsel for Sequoia Grove Charter Alliance (the "Company"). We submit for the Company's approval the following provisions governing our engagement, as well as the additional provisions set forth in the enclosed "General Terms of Engagement" (the "General Terms"). Please note that to the extent there are inconsistencies between this letter and the General Terms, this letter will govern. If the Company has any questions about any of these provisions, or if the Company would like to discuss possible modifications, please contact me.

1. Identity of Client; Scope of Representation. The Firm's client, for purposes of this representation, and any additional services provided as contemplated by this agreement, is the Company, and not any of its incorporators, promoters, organizers, shareholders, partners, members, directors, officers, employees, subsidiaries, parents, other affiliates or insurers. This means we will not have a conflict of interest if we represent other clients of the Firm in matters in which those other clients are adverse to parties having any of the specified relationships with the Company.

The Company has engaged the Firm to advise and represent it in connection with: advice regarding general operational matters. If the Company requests, and we agree to provide, services with respect to additional matters, the terms of this letter and of the General Terms will apply to those additional services, unless superseded by another written agreement between us.

2. Fees and Expenses. Our fees will be based primarily on the amount of time spent by our lawyers, paralegals and other timekeepers on the Company's behalf. At present it is anticipated that Stephenie Alexander, Kevin Davis and I will be the attorneys primarily responsible for the

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Company's matter; the hourly billing rate will be \$375 for all attorneys in our charter schools practice group. However, advice on tax-exempt financing, intellectual property and other matters requiring specialized expertise will be available at competitive rates. We will advise you when such other rates will be charged.

In addition to our fees, we will be entitled to payment or reimbursement for costs and expenses as set forth in the General Terms.

If the Company has any questions or concerns about any of our statements for fees and expenses, please contact me promptly so that we can discuss the Company's questions or concerns, and I can respond appropriately.

3. Staffing. Although Stephenie and Kevin will be primarily responsible for this engagement, various portions of the work may be delegated to partners of the Firm, other associates, staff and of counsel lawyers, paralegals and other timekeepers as the Firm deems appropriate in the circumstances.

4. Deposit for Fees and Costs. No retainer deposit is required.

5. Arbitration. Please be advised that the Firm's General Terms of Engagement include an arbitration agreement between the Company and the Firm. We ask that the Company review it carefully before signing this Letter of Engagement. The Company has the right to consult with separate legal counsel at any time as to any matter, including whether to enter into the Letter of Engagement and to consent to the agreement to arbitrate.

If the foregoing reflects the Company's understanding of the terms and conditions of our representation, please indicate the Company's acceptance by executing a copy of this letter in the space provided below and returning it to our office. The individual signing this agreement on behalf of the Company represents and warrants that he or she has all requisite authority to bind the Company to the terms of this agreement.

We are pleased to have this opportunity to be of service and to work with the Company.

Very truly yours,


Gregory V. Moser

GVM
Attachment

Date: _____

SEQUOIA GROVE CHARTER ALLIANCE

By: _____
Printed: _____
Title: _____

General Terms of Engagement

Thank you for selecting Procopio, Cory, Hargreaves & Savitch LLP (the “Firm”) to represent you. These General Terms of Engagement will apply to the relationship between the Firm and you, except as modified by the Letter of Engagement or other written agreement between you and the Firm. Experience has shown that the attorney-client relationship works best when there is a mutual understanding between the Firm and its client regarding the terms of that relationship. We encourage you to discuss with us any questions you may have at any time concerning these terms.

1. **Identity of Client.** The Firm undertakes to represent only the persons and entities it has expressly agreed to represent and has acknowledged or identified as its clients. If there is a Letter of Engagement or other agreement regarding representation, the Firm’s only client or clients in the matter to which the representation relates are the persons or entities identified as such in that Letter of Engagement or other agreement. A client’s incorporators, promoters, organizers, shareholders, partners, members, directors, officers, employees, subsidiaries, parents, other affiliates, family members, related interests, or insurers are referred to herein collectively as the client’s “Affiliates”. In agreeing to represent a client, the Firm does not undertake to represent any of that client’s Affiliates, and, unless otherwise expressly agreed by the Firm in writing, the client’s Affiliates will not be clients of the Firm.

2. **Communications.** Communications between you and the Firm may be made in person, via telephone, including via mobile phone, via facsimile or via electronic mail, and you hereby authorize communication by all such means. Please understand that electronic communication is not an absolutely secure method of communication. You acknowledge and accept the risks inherent in such communication and authorize the Firm to use electronic communication means to communicate with you or others necessary to effectively represent you. If there are certain documents with respect to which you wish to maintain absolute confidentiality, it is imperative that you advise the Firm in writing not to send those documents via electronic communications, and the Firm will comply with your request. At no time should you communicate with the Firm utilizing technology on any shared device that belongs to any third party or entity. Finally, do not communicate about any matter which is the subject of the Firm’s representation on social media (Facebook, Twitter, Tumblr, Flickr, Skype and the like). Communications and information shared on social media are not private.

3. **Engagement of the Firm.** You understand that no particular result, compensation or recovery is, or can be, guaranteed or promised by the Firm in rendering legal services requested by you for any particular matter. The Firm undertakes only to render legal services requested by you and accepted by the Firm. It is understood that you are not relying on the Firm for business, investment or accounting decisions or to investigate the character or credit of persons with whom you may be dealing.

4. **Post-Engagement Matters.** You have engaged the Firm to provide legal services in connection with the specific matter described in the Letter of Engagement. After completion of the matter, changes may occur in applicable laws or regulations that could have an impact on your future rights and liabilities. Unless you engage the Firm to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise you with respect to future developments. This also includes any continuing obligation, whether during or after our engagement, to monitor future filings that may be necessary, including, but not limited to, filings of annual reports and returns, filings

under the Uniform Commercial Code (including a Continuation Statement with respect to any UCC-1 Financing Statement), renewals of judgments, and renewals of patents or trademarks.

5. **Fees.** Unless a separate Alternative Fee Agreement is approved in writing by you and the Firm, the Firm's compensation for legal services rendered for your matters ("Fees") will not be a fixed amount but rather will be an amount based primarily upon the time devoted to your matters, including, but not limited to, consultations, correspondence, meetings, telephone calls, negotiations, factual investigations and analyses, legal research and analyses, document preparation and revision, court appearances, travel on your behalf and all other work related to your matters. The hourly billing rates of the Firm's lawyers and paralegals vary depending upon their experience, and the Firm's total fees vary depending upon the novelty and difficulty of the questions involved, the skill required to perform the legal service properly, the skill and experience of opposing counsel, the responsibilities assumed, the time limitations imposed by you or the circumstances, the seriousness of the consequences, the results obtained and other considerations permitted or required by applicable Rules of Professional Conduct. The Firm's hourly rates are subject to change periodically, usually on January 1. The Firm may utilize the services of independent contract attorneys on your matters and may charge you more than the Firm pays such attorneys for their services. You are responsible for, and will pay, all Fees. In certain litigation matters, the court has the power to order that your fees are to be reimbursed, in whole or in part, by the other party; however, you are responsible for all Fees without regard to the amount of any fee award by the court and without regard to whether those Fees are ultimately reimbursed to you by the other party.

6. **Costs and Expenses.** In addition to our Fees, the Firm will be entitled to payment or reimbursement for costs and expenses incurred in performing our services, including, but not limited to, photocopying, messenger and delivery service, computerized research, outside research and document retrieval services, travel (including mileage, parking, airfare, lodging, meals and ground transportation), communication expenses (e.g., international long distance telephone charges, telecopy charges), clerical overtime, court costs, filing fees and fees of other third parties consulted by the Firm in the course of its representation of you. Some of these charges may include a mark-up for overhead and administration. Electronically Stored Information (ESI) processing conducted as a necessary part of the Firm's representation of you will be billed to you as a Cost. The Firm maintains its own in-house ESI Data Processing Center. In some instances, ESI processing may be outsourced to a qualified ESI processing vendor. In such instances, you, and not the Firm, shall be responsible for the timely payment of invoices received from such outside vendor. The Firm reserves the right to require you to (i) engage or pay directly any third-party consultant, expert witness, vendor or other party engaged on your behalf, (ii) pay all outside costs directly to the vendor and/or (iii) provide Firm a cash deposit for Costs to be incurred.

7. **Credit Reports.** By entering into the Letter of Engagement, you authorize the Firm to obtain consumer and commercial credit reports as it deems appropriate.

8. **Deposit for Fees and Costs and Expenses.** You may be required to deposit with the Firm an initial deposit to be applied automatically to pay Fees and Costs incurred on your behalf. This deposit does not represent an estimate of anticipated Fees and Costs. The Firm reserves the right at any time to require that the deposit be replenished or that a new deposit in an amount determined by the Firm be made to apply against future Fees and Costs, which additional deposit may be in an amount the Firm then estimates may be necessary to complete the representation. Any unused portion of your initial or additional deposit will be returned upon completion or termination of the Firm's

services. Any deposit made by you shall be deposited into the Firm's general trust account. Under applicable law, interest on attorneys' trust accounts for clients is payable to a State fund for legal services to the indigent, unless clients specifically elect separate trust accounts. If you desire to have your deposit placed in a trust account with interest payable to you, you must so advise the Firm and provide to the Firm your taxpayer identification number on a W-9 form. The Firm's trust accounts are held in approved financial institutions and bear interest at the bank's rates for this type of account. The bank, however, is subject to change at the Firm's discretion. Your execution of our Letter of Engagement constitutes your consent to the deposit of your initial deposit and any subsequent deposits by you into one of the Firm's trust accounts in a financial institution.

9. **Third-Party Payment of Fees and Costs.** You may arrange for a third-party to be responsible for payment of Fees and Costs that will become due hereunder. However, if the third-party fails for any reason to pay the Firm's statements as they become due, you will remain responsible for payment of such. Please understand that the attorney/client relationship will exist only between the Firm and you and that the third-party will have no right to information regarding your matter nor any right to direct the Firm in providing the services herein unless specifically approved by you. Your execution of the Letter of Engagement shall constitute your acknowledgment that you have been fully advised of this arrangement and have consented to such. You should also understand that if you arrange for a third-party to be responsible for payment of Fees and Costs, then the Firm is authorized to direct its invoices to said third-party, and you acknowledge that said invoices may contain confidential or privileged information regarding the Firm's representation of you.

10. **Monthly Statements.** Unless a different billing cycle is approved by the Firm in writing, the Firm generally will issue its statements for Fees and Costs on a monthly basis. The amounts due as stated on the Firm's statements shall be deemed to be correct, conclusive and binding on you unless you notify the Firm in writing within thirty (30) days from the date of the particular invoice that you dispute such charge. The Firm's statements are due and payable upon receipt. All Fees and Costs unpaid for more than thirty (30) days bear interest at the rate of twelve percent (12%) per annum on the unpaid amount. If you fail to pay the Firm's statements within thirty (30) days of the statement date, the Firm reserves the right to require an additional deposit in an amount determined by the Firm or to terminate representation. In addition, in the event you fail to pay the Firm's statements within thirty (30) days of the statement date, the Firm reserves the right to require a current financial statement from you and further reserves the right immediately to cease advancing any Costs on your behalf with respect to the matters in which the Firm represents you.

11. **Estimates.** Although the Firm may from time to time, for your convenience, provide estimates of fees or expenses that we anticipate will be incurred, these estimates are subject to unforeseen circumstances and are by their nature inexact. As a result, the actual fees and expenses most likely will be more or less than the Firm's estimate. No fee estimate shall be deemed or construed to establish a fixed, maximum or minimum fee, and the Firm will not otherwise be bound by any estimates, unless expressly otherwise provided by written agreement with you. You shall pay the Firm's fees and costs actually billed to you regardless of any estimate.

12. **Preservation of Evidence.** In the event you are retaining the services of the Firm for purposes of representation in a litigation or arbitration matter or in a matter in which you may make a claim against a third party or a third party may make a claim against you, it is imperative that you secure and maintain all documents, both written and electronic, including emails and voicemails, which may be relevant to the claim or potential claim. Preservation extends not only to your office

computers, but also to cloud storage locations, personal computers, laptops, smartphones and home computers on which information relevant to the claim or potential claim may be present. Preservation also extends to any information which you may have posted on any social media website; you may not alter or delete any such information. It is imperative that you confer with the Firm attorney responsible for your matter immediately concerning preservation and possible collection of all potentially relevant documents and information and that a “Litigation Hold” be properly maintained until the representation has been concluded.

13. Arbitration and Waiver of Jury Trial.

Any dispute between you and the Firm arising out of, or relating to, the Letter of Engagement or any services rendered pursuant to such, including, without limitation, claims of malpractice, errors or omissions, negligence, breach of contract, or any other claim of any kind regardless of the facts or legal theories, shall be finally and exclusively settled by mandatory binding arbitration in San Diego, California, before an arbitrator selected from and administered by the San Diego office of Judicate West in accordance with Judicate West’s then existing rules of practice and procedure. Such arbitration shall be conducted in accordance with California Code of Civil Procedure § 1282 *et seq.*, including, but not limited to, Section 1283.05, with each party to bear its own costs and attorneys’ fees and disbursements. Such arbitration shall be conducted before a single arbitrator. The arbitrator shall have no authority to rescind, reform or modify the Letter of Engagement. The arbitrator shall be exclusively authorized to determine whether the provisions of this section apply to a dispute in which case the provisions of this section shall provide the exclusive means for obtaining relief for any claim arising out of or relating to such a dispute. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction, for any such error. A judgment on a binding arbitration award may be entered in the Superior Court for the County of San Diego, State of California.

Notwithstanding the binding arbitration agreement set forth in subparagraph (a) above, in the event of a fee dispute between the Firm and you, you are entitled to participate in fee arbitration through the San Diego County Bar Association, pursuant to Business & Professions Code §§ 6200-6206. In the event you elect not to participate in fee arbitration pursuant to the Business & Professions Code, the Firm and you will resolve the fee dispute pursuant to the binding arbitration agreement set forth in subparagraph (a) above. If you do elect to participate in such a fee arbitration but reject an award issued therein by, among other things, requesting a trial *de novo*, the trial *de novo* will consist of a binding arbitration conducted pursuant to the agreement set forth in subparagraph (a) above.

You and the Firm mutually acknowledge that, by this agreement to arbitrate, you and the Firm each irrevocably waive the right to a court or a jury trial.

You have the right to consult with separate legal counsel at any time as to any matter, including whether to enter into the Letter of Engagement and to consent to this agreement to arbitrate.

14. Termination. You have the right to discharge the Firm at any time upon advance written notice to the Firm. The Firm reserves the right to withdraw as legal counsel to you at any time upon written notice to you. If the Firm withdraws or is terminated, the following provisions shall govern the rights and duties of Client and the Firm:

The Firm will reasonably cooperate with you to retain other counsel;

You will provide all consents reasonably necessary to effect such withdrawal or termination;

Files for the matter shall be made available to you;

You shall pay to the Firm all costs incurred by the Firm to provide said files to you or to your new counsel, including costs of labor, time and out-of-pocket expenses associated with copying, retrieving and processing your files, in both paper and electronic form; and

You shall pay promptly upon receipt of an invoice thereafter all Fees and Costs incurred prior to termination.

Please note that in the event the Firm has provided no legal services to you for a period of twelve (12) consecutive months, the representation of you in the matter in which you engaged the Firm shall be deemed concluded and the attorney-client relationship between you and the Firm shall be deemed terminated.

15. **Retention of Files.** After the Firm's services conclude, the Firm will, upon your request, and at your cost, deliver files for your matters to you, along with any funds or property of yours in the Firm's possession. If you request delivery of your files, you agree to pay all costs of labor, time and out-of-pocket costs associated with copying, retrieving and processing such files in both paper and electronic form. If you do not request the file for your matter, the Firm will retain it, either in its original form or on microfilm, microfiche, disk or electronically for a period of ten (10) years after conclusion of the representation in the matter. The Firm undertakes no obligation to retain electronic mail or voicemail. If you do not request delivery of the file for the matter before the end of the ten-year period, the Firm will have no further obligation to retain the file and may, at its discretion, destroy it without further notice to you. At any point during the ten-year period, you may request delivery of the file. The Firm reserves the right to purge from your file at any time attorney notes, research memoranda and other work product of Firm attorneys.

16. **Insurance.** If you have insurance, there may be policy provisions that provide coverage for potential liability and/or attorneys' fees and costs applicable to the legal services to be rendered. It is your responsibility to advise the Firm whether any such insurance exists. The Firm maintains errors and omissions insurance coverage.

17. **Promotional and Publicity.** You agree that the Firm may identify you as a client of the Firm on its website, in marketing materials and to third parties. You hereby grant to the Firm the right and license to use, copy and publish your company name and logo on the Firm's website and in newspapers, journals, other media and/or marketing materials describing the Firm's services for the purpose of identifying you as a client of the Firm. In addition, after public announcement of any material transaction consummated with its assistance, the Firm may include your name and a description of the services provided on its website and in marketing materials which shall refer solely to publicly available information regarding the transaction. Such information may also be disclosed to current or prospective clients of the Firm and to other third parties.

18. **General.** No change, waiver or modification of any of the terms of these General Terms of Engagement or the Letter of Engagement shall be effective unless confirmed in writing and executed by the Firm. The Letter of Engagement and these General Terms of Engagement set forth the entire agreement between the Firm and you concerning your engagement of the Firm. The Firm has not made any representations or promises (including binding estimates of Fees or Costs) to you. If any provision of the Letter of Engagement or of these General Terms of Engagement is invalidated, illegal or unenforceable, the remaining provisions, or parts thereof, shall remain in full force and effect. The Letter of Engagement and these General Terms of Engagement are binding on the respective successors and assigns of the Firm and you.