



SEQUOIA GROVE CHARTER ALLIANCE

Sequoia Grove Charter Alliance

Regular Board Meeting

Date and Time:

**April 25, 2022
6:00 pm**

Location:

Join Zoom Meeting

<https://sequoiagrove-org.zoom.us/j/85071021338?pwd=VTNZWWZOCjZ5VXVia1hsY1hOOGIQUT09>

Meeting ID: 850 7102 1338

Passcode: 421829

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

III. Action Items

- A. Director's Report - Royce
- B. Update: Budget, Taxes, Audit - Cory
- C. Discussion and Possible Action: Calendar (Options) - Royce
- D. Discussion and Possible Action: Job Descriptions - Royce
- E. Discussion and Possible Action: Services Agreement - Royce

II. Closed Session

- A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Gov. Code section 54957(b)(1).)
Title: CEO
- B. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Gov. Code section 54956.9(d)(2.): ([1 matter]).

IV. Closing items

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

May 16, 2022
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 Sequoia Grove Office at (916) 526-3794 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)).

CLASSIFIED 2021-2022 School Calendar



July 2021						
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August 2021						
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September 2021						
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November 2021						
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December 2021						
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School Year Dates

Aug 2	Teachers Back to Work
Aug 16	First Day of School
May 25	Last Day of School
Jun 2	Last Teacher Day

Holidays

July 5	Independence Day
Sep 6	Labor Day
Nov 11	Veteran's Day
Nov 19-26	Thanksgiving Break
Dec 20-Jan 3	Winter Break
Jan 17	Martin Luther King, Jr. Day
Feb 11	Lincoln Day
Feb 21	Washington Day
May 30	Memorial Day

January 2022						
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March 2022						
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April 2022						
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May 2022						
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June 2022						
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School Closed Holidays

Teacher In Service Days

Last Day of Semester 1

First & Last Day of School

ADMINISTRATIVE SUPPORT SERVICES AGREEMENT

This Administrative Support Services Agreement (“**Agreement**”) is entered into as of July 1, 2022 (“**Effective Date**”) by and between Sequoia Grove Charter Alliance, a California nonprofit public benefit corporation (“**SGCA**”) and Lake View Charter School, a California nonprofit public benefit corporation (“**School**”), each of which may be referred to herein as a “**Party**” or collectively as the “**Parties**”, with respect to the following:

WHEREAS, SGCA formed to serve as a supporting organization pursuant to Internal Revenue Code Section 501(c)(3) by providing task-related administrative support services and goods to the public charter schools operated by its members and other public charter school operators or educational organizations, and under the supervision and ultimate decision-making authority of the governing body of such schools.

WHEREAS, School is a member of SGCA pursuant to Corporations Code Section 5056 and the Bylaws of SGCA. School operates a California public charter school by the same name, Lake View Charter School, pursuant to a charter authorized by the Lake Elementary School District for a term of five years from July 1, 2019 through June 30, 2024 (now expiring on June 30, 2026 pursuant to the statewide two-year extension for charter terms under Assembly Bill 130) (“**Charter**”).

WHEREAS, School desires to contract with SGCA for administrative support services pursuant to the terms and conditions of this Agreement.

WHEREAS, the Parties acknowledge and intend that the terms of this Agreement shall at all times be consistent with the terms of the School’s Charter, and that this Agreement provides for SGCA to deliver task-related services that are performed at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority.

NOW, THEREFORE, in consideration of their mutual promises set forth in this Agreement, the Parties agree as follows:

1. Relationship of the Parties; Scope of Authority. SGCA will deliver task-related services and goods pursuant to this Agreement that are performed at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority. The Parties understand and agree as follows:

a. The governing body of the School shall at all times retain its duty to exercise its statutory, contractual, and fiduciary responsibilities governing the operation of the School. The governing body of the School, and not SGCA, has fiduciary responsibility for the School. The governing body of the School is ultimately responsible for ensuring that the School adheres to all applicable law and is accountable to its authorizer pursuant to the Charter.

b. School shall at all times remain an independent, self-governing public body that shall comply with applicable laws, including but not limited to the California Brown Act, Public Records Act, Political Reform Act, and the provisions of Government Code section 1090, *et seq.*

c. To the extent not otherwise specified as a duty of SGCA pursuant to the scope of Services, all duties applicable to the proper operation of the School’s public charter schools and maintenance of applicable academic standards shall remain the responsibility of School.

d. While SGCA may make recommendations to the School and/or its governing body regarding any arrangements for legal services for School pursuant to the scope of Services, School and its governing body may hire legal counsel as School may deem appropriate and necessary.

e. SGCA will not be required to provide any service set forth in this Agreement to the extent that it is or becomes impracticable, in any material respect, as a result of a cause or causes outside SGCA's and/or School's reasonable control, would require SGCA or School to violate applicable law, or cause SGCA to be considered an "entity managing a charter school" pursuant to the Charter Schools Act.

f. SGCA will use, pursuant to the terms and conditions described in this Agreement, best efforts to provide all Services in a manner it believes to be in the best interests of School and with due care, in good faith, and in exchange for reasonable compensation taking into account that SGCA is a nonprofit that is exempt from income taxation pursuant to Internal Revenue Code Section 501(c)(3).

g. To the extent there are any conflicts between the terms of the School's Charter and the terms of this Agreement, the terms of the Charter shall control. It shall be the School's sole responsibility to ensure that this Agreement and the Services provided by SGCA pursuant to this Agreement comply with and are consistent with the Charter.

h. SGCA will not have the authority to enter into or bind the School in any contract or other obligations absent express written authority from School.

2. Independent Service Provider. The Parties acknowledge that School is a member of SGCA pursuant to California Corporations Code Section 5056. The relationship created by this Agreement is that of SGCA as a service provider to School, it does not create a partnership, joint venture, or employment relationship. Nothing in this Agreement shall confer upon any SGCA or School employee any rights or remedies, including any right to employment or joint-employment, as an employee of the other Party. The Parties agree as follows:

a. All SGCA employees providing services to School shall be and remain employed by SGCA and shall at all times be subject to the direction, supervision and control of SGCA. All School employees shall be and remain employed by School and shall at all times be subject to the direction, supervision and control of School.

b. School shall not have any right to terminate the employment of any SGCA employee providing services to the School. SGCA shall not have any right to terminate the employment of any School employee.

c. The Parties agree that SGCA shall not lease its employees to the School. School shall employ all of its personnel, including certificated personnel responsible for the delivery of instruction. School shall determine and manage compensation (salary and benefit) plans for its employees; provided, however, that School shall oversee and may consult with SGCA and SGCA will assist with providing support in the areas of human resources, payroll, benefits and related services pursuant to the scope of Services. It shall be the School's sole responsibility to provide any applicable notice(s) to its employees regarding SGCA's provision of such support to the School or access to the School's records.

d. SGCA certifies that any of its employees who perform school-site services or transportation services for School, or who may have substantial contact with students at School as determined by School in its reasonable discretion, shall be screened in compliance with Education Code section 45125.1 and SGCA shall otherwise comply with that statute.

3. Services Provided by SGCA. During the term of this Agreement, SGCA shall provide to School the goods and services, including the staff necessary to provide the services, listed in Attachment A to this Agreement (the “**Services**”). SGCA is not obligated to devote all of its time or efforts to School, but shall devote the time, effort, and skill reasonably necessary to provide the Services to School. SGCA reserves the right to subcontract with third parties for the provision of the Services. The Parties may mutually agree to modify the Services at any time by amending Attachment A in writing; provided, however, the Parties will also adjust the Annual Fee commensurately pursuant to Section 5, if necessary, and SGCA shall only deliver task-related services that are performed at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority.

4. Term. The term of this Agreement shall commence on July 1, 2021 and continue through June 30, 2022, and shall automatically renew for consecutive one (1) year terms unless otherwise terminated pursuant to Section 14, and subject to any amendments to the Services or Annual Fee in accordance with Sections 3 and 5. This Agreement may be amended in accordance with Section 22 or terminated in accordance with Section 14.

5. Annual Fee. SGCA projects that its total operational costs and expenses to provide its Services to the public charter schools it will support during the 2022-2023 school year will be \$4,650,660, which includes a ten percent (10%) reserve for unbudgeted operational costs and expenses (“**Total Costs**”). As compensation for the Services, School shall pay SGCA an annual fee for the 2022-2023 school year in the total amount of **\$697.599.00** (“**Annual Fee**”).

a. The Annual Fee shall be paid by School to SGCA in twelve (12) monthly installments per fiscal year with each payment being due no later than the tenth (10th) day of each month in which a payment is due.

b. At the end of each fiscal quarter and annually no later than June 30, SGCA shall reconcile the actual amount of the Total Costs incurred by SGCA per quarter and in said year. In the event that the total revenue that SGCA receives exceeds the actual Total Costs (including SGCA’s ten percent (10%) reserve) based on the third quarter financials, SGCA shall refund the School’s proportionate share of said overpayment to School within thirty (30) days of the end of the fiscal year. In the event that the total amount of the Annual Fee paid by School for the subject year is less than the School’s share of SGCA’s actual Total Costs (including its ten percent (10%) reserve) based on the third quarter financials, SGCA will request the governing body of the School to approve an additional payment by the end of the fiscal year.

c. The Annual Fee shall be reviewed and renegotiated by SGCA and the public charter schools that it supports at the end of each fiscal year based on SGCA’s projection for its Total Costs to provide the Services for the coming fiscal year and the manner by which SGCA and the public charter schools that it will support during the coming fiscal year agree to apportion the projected Total Costs between the schools. In addition, any school or SGCA may propose at any time during the term adjustments to increase or decrease the Annual Fee (e.g. as a result of the schools’ increased enrollment causing SGCA to hire additional employees), taking into account that SGCA is organized as a 501(c)(3) tax-exempt supporting organization. The SGCA and the

public charter schools that it supports shall negotiate any such adjustments in good faith, and any adjustment of the Annual Fee shall be documented in writing approved by the governing bodies of the applicable parties.

6. Costs. In addition to the Annual Fee, School shall reimburse SGCA for direct “pass through” costs and expenses, pursuant to the pass through agreement, if any, incurred in performing the Services with prior approval of the School consistent with the School’s fiscal policies and procedures, including, but not limited to: equipment, materials, or supplies purchased from third parties at the request of the School; platform subscription or license fees; filing or corporate fees; marketing communication, and development costs (e.g. print materials, postage for mailers, and costs of newspaper, radio, television, billboard or other broadcast advertisements); and fees of other third parties consulted by SGCA at the request of the School. However, no pass through costs will be owed for expenses that are built into SGCA’s Annual Fee, including services provided by subcontractors.

a. In the event that SGCA purchases equipment, materials, or supplies at the request of the School pursuant to this Agreement, SGCA shall be responsible for compliance with the procurement policies and processes approved by the governing body of the School and shall not include any mark-up, added fees or charges with the cost of equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies that SGCA purchases on behalf of the School shall be and remain the property of the School.

b. Marketing, communication and development costs charged to School with prior approval shall be limited to those costs specific to the School’s program, and shall not include any costs for the marketing of the Sequoia Grove Charter Alliance brand or development of SGCA goods, services or intellectual property.

c. All reimbursable costs of SGCA charged to School shall be itemized on SGCA invoices, with reference to specific dollar amounts and with backup documentation for such costs (e.g. copies of receipts or purchase orders).

7. Annual Notice. As a supporting organization for its members and other public charter schools, SGCA shall, at least annually, provide School with a copy of its most recent Form 990, a description of the support, in services and otherwise, provided to its members and other public charter schools that it supports, and its most current articles and bylaws, not later than the 5th day of the 5th month after the close of the year for which the Form 990 is filed.

8. Cooperation. School shall make available to SGCA, in a timely manner, all data, files, documents, and other information and records necessary or appropriate for SGCA to provide the Services under this Agreement. School staff, and the governing body of the School as necessary, shall work closely and cooperatively with SGCA to facilitate SGCA’s effective performance and delivery of the Services.

9. Conflicts of Interest. The Parties recognize that it is important that School be assured that SGCA staff acts at all times with integrity. School has adopted a conflict of interest code under the California Political Reform Act. SGCA acknowledges that School may require certain SGCA staff to file annual financial interest disclosures as consultants under that code and abide by the disclosure and disqualification provisions of that act.

10. Intellectual Property. The intellectual property, including any work product, materials, products, inventions, works, and deliverables (“**Intellectual Property**”), developed or prepared by SGCA

pursuant to this Agreement is and shall remain the exclusive property of SGCA. Similarly, any Intellectual Property owned by School, or another school supported by SGCA, and used by SGCA related to this Agreement is and shall remain the property of School, or the other school. No Party shall have the right to grant a license, sublicense, or any other use or rights to the Intellectual Property of the other Party. Upon expiration or termination of this Agreement, the Intellectual Property of each Party in the possession of the other Party shall be returned and/or destroyed, as applicable.

11. Confidentiality. Each Party acknowledges that during the term of this Agreement, it will have access to certain Confidential Information of the other Party, as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards to reasonably protect the confidentiality of the other Party's Confidential Information.

a. **"Confidential Information"** means non-public information marked either "confidential" or "proprietary," or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.

b. If disclosure of Confidential Information is requested pursuant to law, statute, rule or regulation (including a subpoena, a request made to School under the California Public Records Act, or other similar form of process), the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the other Party with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the other Party to seek a restraining order or other appropriate relief.

c. The Parties understand and acknowledge that School's financial, educational, and student records are School property and may be subject to the California Public Records Act. SGCA shall make all School records physically or electronically available to School, upon School's request.

d. The finance and other records of the School maintained by SGCA shall be made available to the School's independent auditor upon request.

e. Upon the termination or expiration of this Agreement, Confidential Information of each Party in the possession of the other Party shall be returned and/or destroyed.

12. Student Information. The Parties will each comply with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("**FERPA**"), federal Children's Online Privacy and Protection Act (15 U.S.C. §§ 6501–6506) ("**COPPA**"), and other applicable state and federal laws pertaining to student information and privacy. SGCA is a "third party" which may receive pupil records under California Education Code Section 49073.1(d)(6).

a. SGCA shall be designated as having a legitimate educational interest in accessing School's student education records, as that term is defined by and for purposes of FERPA, thereby

allowing SGCA to access personally identifiable information from student education records from School in order to provide its services. For purposes of this Agreement, the term “personally identifiable information” (“PII”) means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

b. SGCA shall not use or disclose pupil records, including personally identifiable information, received from or on behalf of School except as necessary to provide the Services, as required by law, or as otherwise authorized in writing by School. SGCA shall protect the pupil records it receives from or on behalf of School if compliance with applicable state and federal law. SGCA will designate and train responsible individuals to ensure the security and confidentiality of pupil records. SGCA shall develop, implement, maintain and use reasonable administrative, technical and physical security measures to preserve the confidentiality and availability of all electronically transmitted pupil records received from or on behalf of School. In the event of an unauthorized disclosure of PII, SGCA shall notify School as soon as practicable, and shall, upon School’s request, notify affected parents, legal guardians and eligible pupils using reasonably available technological means such as electronic mail.

c. SGCA shall not use PII in pupil records to engage in targeted advertising contrary to California law.

d. Within 60 days of the termination or expiration of this Agreement, SGCA shall certify in writing that protected student information in the possession of SGCA shall be returned and/or destroyed.

13. Insurance.

a. School shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. School shall name SGCA as an additional insured under all School’s policies.

b. SGCA shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. SGCA shall name School as an additional insured under all SGCA’s policies.

c. Each Party shall be responsible for obtaining and maintaining workers’ compensation coverage and unemployment insurance for its employees.

d. The Parties’ insurance coverages shall take into consideration that staff at the School are employees of the School, and not employees of SGCA.

14. Termination.

a. Either Party may terminate this Agreement without cause or a financial penalty upon at least sixty (60) days’ written notice to the other Party, and such termination shall be effective as of the end of the then-current school year to minimize disruptions to the School’s operations and the operations of the other schools supported by SGCA.

b. Either Party may terminate this Agreement for breach of a material term or condition of this Agreement upon sixty (60) days' written notice to the other Party. Such written notice shall identify the breach and provide thirty (30) days for the other Party to cure.

c. In the event that any new enactment, repeal, or change of any federal, state, or local law, regulation, or court or administrative decision or order materially affects the performance of the Parties in conformity with this Agreement, the Parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the Agreement) to address the changes. If, despite such good faith negotiations, the Parties are unable to agree upon an acceptable approach, then either Party may elect to terminate the Agreement without further obligation or liability to the other, by delivering written notice of termination to the other at least ninety (90) days in advance of the effective date of such termination, or in such lesser time as is reasonable under the circumstances.

d. In the event of termination for any reason, the following conditions shall apply:

i. School shall pay SGCA any due and unpaid portion of the Annual Fee and costs for Services performed by SGCA through the effective date of termination.

ii. SGCA shall provide reasonable assistance to School to transition to another service provider, during which time School shall reimburse SGCA for all reasonable expenses incurred by SGCA in providing such transition assistance.

iii. School shall cease all use of the Intellectual Property of SGCA as soon as reasonably practicable, but in no event later than the current school year.

iv. SGCA shall work with the School to assign any equipment, vehicle or facility leases used solely by or for the benefit of or use by School.

v. As soon as practicable, SGCA shall return to School and destroy all student-related, fiscal, human resources data, and all other records of School maintained by SGCA, whether held in electronic or physical form. SGCA shall additionally: complete a full data migration of the School's data and records in a disaggregated and accessible/usable format; migrate Google accounts from current domain to a new domain, if applicable; configure new G-Suite domains, if applicable; any transfer any ownership rights in the School's Intellectual Property, including domain name(s), website (including information on and from the website), logos, mascots, etc.

15. Liability. Each Party shall remain and be responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on a Party any liability arising out of the operations of the other Party, except as such liability may result from the performance of the first Party's obligations under this Agreement.

16. Indemnification. SGCA shall defend, indemnify and hold free and harmless School, and its employees, officers, directors, and agents, against any liability, loss, claims, demands, damages, expenses and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) (collectively, any "Loss") arising out of or related to SGCA's breach of this Agreement caused by its negligence or willful misconduct. SGCA shall not be liable to the School, or to anyone who may claim any right due to any relationship with the School, for any acts or omissions of the School. The School shall

defend, indemnify and hold free and harmless SGCA, and its employees, officers, directors, members, clients and agents, against any Loss, of any and every kind or nature, arising out of or related to School's conduct and operations, including as examples but without limitation, School's performance of its obligations under this Agreement, the operation of its public charter school(s) and other programs or activities, any Loss claimed or asserted by School's employees, vendors, contractors, subcontractors, affiliates, volunteers, representatives, creditors, suppliers, or other persons in a relationship with School, including with regard to taxes and withholdings, insurance contributions, benefits, workers' compensation law, or other laws applicable to School, and any other act or omission by the School, except for such Loss caused by the negligence or willful misconduct of the SGCA.

17. Fiduciary Obligations. The governing bodies for both Parties have reviewed the scope of Services and compensation provided in this Agreement in good faith, and in a manner in which they believe to be in the best interests of their respective organizations, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and have determined that the Services contained herein are in the best interests of their respective organizations, and that the compensation to be paid is fair and reasonable.

18. Assignment. No Party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other Party. This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective permitted successors and assigns.

19. Dispute Resolution. If a dispute arises out of, or in connection with this Agreement, and the Parties do not resolve some or all of the dispute through negotiation, then the Parties agree to attempt to resolve the matter through mediation prior to the filing of any litigation. Following negotiations, either Party may submit a notice of intent to mediate. This notice shall be in writing and shall specify the issue(s) in dispute. The Parties agree to jointly select a mediator. Each Party shall be responsible for its own costs and expenses related to participation in mediation. Each Party shall cooperate fully and fairly with the mediator and shall attempt to reach a mutually satisfactory compromise of the matter in dispute.

20. Notice. All notices, requests, demands, or other communications (collectively "Notice") given to or by the Parties under this Agreement shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party to whom Notice is to be given, at such Party's address set forth below:

To SGCA: Sequoia Grove Charter Alliance
ATTN: Royce Gough, Executive Director
8950 Cal Center Drive, Suite 110
Sacramento, CA 95826
Email: royce.gough@sequoiagrove.org

To School: Lake View Charter School
ATTN: Julie Haycock, Executive Director
4672 County Road N
Orland, CA 95963
Email: Julie.haycock@sequoiagrove.org

21. Headings. The descriptive headings of the sections and/or paragraphs of this Agreement are inserted for convenience only, are not part of this Agreement, and do not in any way limit or amplify the terms or provisions of this Agreement.

22. Amendments. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by both Parties. The Parties anticipate additional and/or revised services to be provided through amendments to Attachment A and commensurate adjustment of the Annual Fee, if necessary. Such amendments may be negotiated directly by staff of School and SGCA at any time, and shall be brought to the governing body of each Party to approve, if necessary.

23. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this Agreement. If School seeks to enter into a lease, promissory notes or other negotiable instruments, other agreement, or to enter into a lease-purchase agreement or other financing relationships with SGCA, such agreements shall be separate documents and not be incorporated into this Agreement or any amendments thereto. Such agreements shall be consistent with the School's authority to terminate SGCA and continue operation of the School.

24. Arm's Length and Independent Counsel. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the subjects in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Agreement. Each Party has been advised by, or had opportunity to seek advice from, its independent counsel regarding this Agreement.

25. No Waiver. No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

26. Severability. If any provision of this Agreement is invalid or contravenes California law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this Agreement.

27. Governing Law. This Agreement shall be governed by and interpreted under California law.

28. Authority to Contract. Each Party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this Agreement.

29. Counterparts. This Agreement may be executed in two or more counterparts, including by DocuSign or other electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the Effective Date above.

Sequoia Grove Charter Alliance,
a California nonprofit public benefit corporation

Lake View Charter School,
a California nonprofit public benefit corporation

By: _____

Name: _____

Its: _____

Date: _____, 2022

By: _____

Name: _____

Its: _____

Date: _____, 2022



ATTACHMENT A DESCRIPTION OF SGCA SERVICES

- 1. INSURANCE / GROUP RATE FOR MEDICAL BENEFITS / ENROLLMENT AND SUPPORT**
 - A. Manage Insurance liability coverage for schools, events, Boards, and facilities including local and state testing locations
 - B. Provide and support Open Enrollment
 - C. Benefits site maintenance
 - D. Secure group rates for Medical Benefits
 - E. Ongoing benefits support for Teachers and Staff

- 2. ORDERING AND RELATED SYSTEMS**
 - A. Enrichment Ordering process Implementation, operation, staffing
 - B. Field Trips registration
 - C. Curriculum/ Services Ordering
 - D. Regional Lending Library
 - E. Online Subscriptions
 - F. Process and check all student/staff Vista orders
 - a. Provide customer phone/email support
 - b. Audits accounts and makes sure funds are correct
 - c. Complete processes with uploading of back-up to DIVVY for credit card purchases

- 3. HUMAN RESOURCES**
 - A. Posting open positions internally and externally
 - B. Assist schools with credential verification
 - C. Coordinate and administer health, life, and retirement benefits
 - D. Provide onboarding for new staff
 - a. Rate-in transcripts to salary schedules
 - b. Process new hire packet
 - c. Point of contact for all departments for onboarding/off-boarding
 - d. Custodian of Record for live scan results
 - e. Contract creation using member schools' templates
 - f. Send payroll and employee file all documents needed for hire
 - g. Additional stipend contract creation using member schools' template
 - E. Process employment changes including salary schedule adjustments, position moves/ transfers, employee exits, etc
 - a. Processing of PAN forms
 - F. Recommend changes and revisions to employment policies and employee handbooks
 - G. Maintain staff records on schools owned shared drive.
 - H. Provide school administration advice for personnel issues as requested.

- I. Provide staff training and mentorship in soft skills as requested
- J. Consultation services to include
 - a. Tracking leave of absence benefits
 - b. Tracking Workers Compensation claims

4. GROUPS LICENSING AND GROUP ENROLLMENT

- A. Serve as an “honest broker” to purchase requested group licenses shared amongst the member schools.
- B. Maintain Single Sign-On with the various subscriptions. Subscriptions vary year to year based on school input and availability.
- C. Negotiate bulk pricing
- D. Coordinate bulk purchases and subscriptions

5. VISTA CATALOG ORDERING SYSTEM CURRICULUM ORDER FULFILLMENT

- A. All Access
 - a. Platform Curriculum
 - b. Virtual Course Curriculum and Registration
 - c. Oversee all access curriculum options
- B. Maintain Curriculum Ordering
- C. Load student accounts for group managed curriculum
- D. Provide information, support, and load all curriculum
- E. Project annual and multi-year costs for bulk curriculum purchases
- F. Provide curriculum information for Homeschool Teacher Handbook
- G. Provide staff training and support in curricular programs as requested

6. GOOGLE SUITE - WEBSITE - DIGITAL MEDIA - HST HANDBOOK

- A. Google Suite
 - a. Domain management
 - b. Email management
 - c. Provide both technical and individual support for Google Suite and Drive
- B. Maintain School Website
 - a. Provide leadership for overall design and direction of school websites
 - b. Maintain all websites
 - c. Coordinate with school’s communication team on weekly and daily website edits
 - d. Provide current media for websites and social media
 - e. Develop a multi-year design plan for all school websites
- C. Provide FinalSite portal for HST Handbook
- D. Design
 - a. Provide appropriate graphics for websites and social media
 - b. Work with schools to develop multimedia for online use and presentations
- E. Branding
 - a. Assist Schools in brand consistency and promote uniformity
 - b. Assist schools in identifying brand-building areas and develop a plan to educate organization members (i.e. Style Guide)
- F. Miscellaneous
 - a. School Planners
 - b. Assist school with the design and creation of custom planner books that meet the needs of homeschool families

- c. Project grade-level enrollment growth to determine order quantities
- d. Assist schools as requested with front cover design, create handbook pages, insert holidays and calendar dates
- e. Orchestrate delivery logistics for planner distribution

7. ENROLLMENT – SCHOOL PATHWAYS – CALPADS – RECORDS – SCHOOL ACCOUNTABILITY & COMPLIANCE -- AUDITS

- A. Enrollment
 - a. Live Registration Support
 - b. Regional Phone Hotline
 - c. Email
 - d. SMS
 - e. Remote Assistance
 - f. Supported Languages (English, Spanish, Russian)
- B. Registration System (Reg-Online) Administration
 - a. Configuration and Update
 - b. Student Registration
 - i. New
 - ii. Returning
 - iii. Sibling
 - c. Provide oversight for Household Accounts
- C. Student Information System (SIS) Administration
 - a. Data Entry
 - b. Post-Import Revisions
 - c. Internal Audits
 - d. Custom Tags
- D. Enrollment Reporting and Analysis
 - a. Trend Analysis & Projections
 - b. Provide Enrollment Strategies and Support
 - c. Lottery System Administration and Implementation
 - d. Hold weekly enrollment update meetings with Charter Leadership
- E. School Pathways
 - a. Align student data collection with CALPADS
 - b. Programming of Student Information System
 - c. Liaison between Student Information System and Schools
 - d. Attend trainings on updates and communicates with Charter staff
 - e. Maintenance of School Pathways
 - f. Handle attendance data requests and reports
 - g. Upon request, review and recommend updates to School's attendance policies
 - h. Monitors, maintains, and updates the school's data within CALPADS
 - i. Create staff accounts
 - j. Update and maintain accurate data for staff
 - i. Credentials
 - ii. SEID number
 - iii. Classification
 - iv. Personnel Information
 - v. Job Title
 - vi. Employment date

- k. Create, test, and provide additional custom reports and permissions as requested by the schools
- l. Work with staff to provide necessary access to data in Pathways related to job duties
- m. Maintain accurate FTE counts for all staff
- n. Process changes to Proof of Residence in Pathways
- o. Report Immunizations
- p. Facilitate student transfers between schools
- q. Maintain course catalogs
- r. Create, maintain, problem solve bridge with Pathways and Renaissance Portal
- s. Set up Renaissance portal for STAR 360 testing with school year dates, benchmark windows, and other settings for the school year

8. RECORDS

A. New Enrollments

- a. Request student CUMEs from previous schools
- b. House and maintain ALL student records (CUMEs)
- c. Work with Registrars from other schools/districts to ensure overlapping enrolments are satisfactorily resolved

B. Withdrawals

- a. Maintain and update Withdrawal Survey
- b. Process CUME requests and send student records to new schools
- c. Collaborate with School Accountability & Compliance to ensure proper documentation is being received from teacher/family upon withdrawal
- d. Confirm and verify in writing which school the withdrawing student will be attending
- e. Follow up with a school letter when unable to verify new school
- f. Follow up with Private Schools that are not listed on CALPADS

C. High School Support

- a. Fill out, sign, and return High School Work Permit Applications
- b. Maintain and update Transcript Request Survey
- c. Provide official/unofficial transcripts to families
- d. Request transcripts from previous schools
- e. Check-in high school and college transcripts from previous schools
- f. Process high school Concurrent Enrollments (CCE's) that require transcript attachment
- g. Fill out, sign, and return Military Security Clearance Forms
- h. Print and mail High School Diplomas and official transcripts to families upon graduation
- i. Archive and house graduated senior CUMEs

D. Student/Teacher Services

- a. Fill out, sign, and return Entertainment Work Permit Applications
- b. Provide Enrollment Verification letters to families
- c. Provide Withdrawal Verification letters to families
- d. In collaboration with teachers, SPED case managers, and counselors - complete, sign, and return Department of Social Services, Social Security, Department of Child and Family Services Forms as necessary

E. SpEd Records Specific

- a. Progress Reports - Printing Fall and Spring Semester Progress reports for each individual SpEd student and adding a hardcopy to the SpEd files

- F. Handling all Records requests:
 - a. Follow state mandated accelerated timelines for outgoing records request
 - b. Maintain duplicate electronic copy of the SpEd hardcopy of all SpEd files released on an outgoing request. This is in case of litigation so that the schools will have an exact record of which documents were released
 - c. Maintain accurate record keeping data regarding all incoming and outgoing requests
 - d. Complete internal requests within 24 - 48hrs for records for the purpose of Special Education Assessments (i.e. School Psychologist or School Nurse's request).
 - e. Manage incoming records requests (for newly enrolled students). Received files are reviewed by specialists and compared against the electronic SEIS records in order to determine if any hardcopy documents may need to be scanned and added to the electronic database (SEIS)
 - f. Unidentified SpEd students: Follow the notification process for Special Education students who were not identified as SpEd during the enrollment process
 - g. Assist school staff with recovery of documentation of a SpEd student that was not self-identified at enrollment.
 - h. Complete hardcopy request for parent's Wet Signature
 - i. Maintain SPED Records in a separate location, double locked.
 - j. Retain inactive SpEd files for students still currently enrolled but have been exited from SpEd.SEIS Uploads / Attachments survey responses
 - k. Regular maintenance also includes hardcopy printing and filing whenever an electronic transaction is completed through SEIS
 - l. Newly eligible SpEd students - as students are evaluated and become eligible for Special Education IEPs a new SpEd hardcopy folder is created and filed in the appropriate file cabinet.
- G. Miscellaneous
 - a. File ELL, RFEP identification letters into student CUME's
 - b. Process legal name changes and upload appropriate legal paperwork to student's dashboard
 - c. Ensure CalPads information is up to date and accurate for each student. Work with CALPADS Team to ensure dual enrollments are resolved in an accurate and timely manner.
 - d. Archive and maintain Legal Documents including restraining orders and custody arrangements.
 - e. End of year CUME cleanup - forward all withdrawn student CUME's that have not been requested to schools listed on CALPADS
 - f. Provide student information/student records to law offices, law enforcement agencies, and probation departments as requested
 - g. Shipping costs for sending Records billed to appropriate school at actual cost
 - h. Process adult student documentation per Charter policy

9. SCHOOL ACCOUNTABILITY AND COMPLIANCE

- A. State Compliance Documents
 - a. Verifies & Audits Independent Study Agreement
 - b. Verifies & Audits Attendance Logs
 - c. Verifies & Audits Work Samples and assignment work records
 - d. Verifies & Audits Household Data Collection Forms (HDCF)
 - e. Verifies & Audits Proof of Residency (POR)

- f. Performs Internal Audit
- g. Prepares all documents for Annual Audit Guide including:
 - i. CALPADS 1.18 and 1.17
 - ii. Student Selections: Master Agreement, Attendance, Work Samples
 - iii. Special Programs documentation (HDCF & EL)
- B. State Attendance Reports
 - a. Prepares all state and federal reports: Review, analyze, and clarify data with teachers
 - i. 20-day Report
 - ii. P1
 - iii. P2
 - iv. EOY
 - v. Estimated Attendance Reports
 - vi. Civil Rights Data Collection Report
 - vii. CBEDS Report
- C. Student Information System: Support to Homeschool Teachers
 - a. Parent Portal
 - b. Troubleshoot Student Information System (SIS)
 - c. Update demographics in SIS
 - d. Provide Attendance Codes, Printing, Archiving
 - e. Provide support teachers with work sample, printing, archiving
 - f. Provide support in generating report card
 - g. Add TK8 Classes to teachers
 - h. Support Charter with preparing Presentations on compliance documents via PowerPoint, video, or in person
 - i. Provide Weekly Updates
- D. Live Support to Homeschool Teachers
 - a. Individualized Support
 - b. SAA Email Group
 - c. SAA Phone Line
 - d. Virtual Conference

11. TECHNOLOGY – FIREWALLS – TECHNICAL SUPPORT – PHONE SERVICES – INTERNET SERVICE – SOFTWARE LICENSING - BULK PRICING, SUPPORT, ORDER FULFILLMENT

- A. Student Tech Equipment Order Fulfillment, Returns, and Repairs
- B. Teacher & Staff Tech Equipment Order Fulfillment, Returns, and Repairs
- C. Set-up and maintenance of AWS account
- D. Set-up, maintenance, and distribution of Testing computers
- E. Procurement, maintenance and distribution of internet hotspots
- F. Set up and maintenance of telecommunication system (phones)
- G. Information Technology Desktop Support for Staff & Students
- H. Set up and maintenance of equipment in physical offices (internet, infrastructure, printing) Accounting and inventory of all Tech assets
- I. Maintain software agreements and licensing
- J. Tech Vendor interface
- K. AUP (Acceptable Use Policy) Compliance Support
- L. Network and Device Content Filtering and Virus Support (Compliance with: The Children Internet Protection Act (CIPA), Children’s Online Privacy Protection Act and Rule (COPPA), Family Educational Rights and Privacy Act (FERPA), and Health Insurance Portability and

Accountability Act of 1996 (HIPAA)

- M. Coordinating bulk hardware and software purchases
- N. Shipping costs for family/ student Tech and Teacher devices billed back at actual cost to appropriate School
- O. Ensure adequate tech equipment is available for all schools for local and state testing
- P. Track and oversee computer and router numbers
- Q. Provide support to all test locations and teachers throughout the window, including, but not limited to basic tech troubleshooting and student login issues

12. LENDING LIBRARY –VAN – DRIVER – INVENTORY CONTROLS

- A. Maintain Lending Library System
- B. Maintain Lending Library Materials/Inventory
- C. Suggest Lending Library Schedule
- D. Maintain Returns System
- E. Implement the Charter Inventory Returns Process/ restitution process
- F. Provide mobile lending library van and driver
- G. Community engagement i.e Newsletters and Social Media posts
- H. Explore alternate methods of delivery/ distribution

13. EVENTS

- A. School Events
 - a. Provide assistance as requested for staff, student, and community events. Support may include: securing facilities, evidence of insurance coverage, preparation of consumable materials, set-up, teardown, storing of event materials, and staffing of events.

15. ACCOUNTS PAYABLE – INVOICE PROCESSING

- A. Keep accurate records and correspondence with vendors, families and internal staff in regard to invoices, payment status, timeliness in response.
- B. Smartsheet processing
 - a. Invoice routing
 - b. Audit compliance via matching invoices to ordering system
 - c. Receive and verify invoices for accuracy
 - d. Assemble invoices to upload once timestamped to back office to submit for payment
 - e. Keep accurate records and correspondence with vendors, families and internal staff in regard to invoices, payment status, timeliness in response
 - f. Updating Smartsheets with backup and data
 - g. Verify and break apart multi school bills through an MOU billing system
 - h. 1099 distribution and management
- C. Vendor Processing
 - a. Vendor invoicing
 - i. Enrichment Certificate reconciliation/adjustments
 - ii. Supports vendor payment questions

16. PAYROLL PROCESSING

- A. Collect contracts annually both standard and stipend one time
- B. Create spreadsheet to reflect all stipends with descriptions
- C. Collect, verify, and keep record of all time keeping in payroll system

- D. Pull report out of Student Information System to verify student counts and overages
- E. Verify any overtime hours with administration
- F. Verify sick and paid time off time taken for all staff per pay period
- G. Maintain and update payroll forms (i.e. W4/ DE4)
- H. W2 Management and disbursement
- I. Respond to any employment payroll related questions
- J. Process Verification of employment based on payroll records
- K. Process all benefits deductions and contributions
- L. Process all deductions outside the normal (i.e. IRS levy or DCSS garnishments)
- M. Transfer all data over to excel spreadsheet with totals – upload to back office to cut checks.

17. VENDOR ONBOARDING

- A. Manage Vendor Detail List and all Vendor information in the Vista Ordering System. This can include, but is not limited to:
 - a. Managing the vendor request survey
 - b. Sending/processing applications
 - c. Vetting applications for complete documentation prior to sending to school representative for approval
 - d. Validating insurance
 - e. Collection and Verification of W9 forms
 - f. Produce and maintain a detailed list of services (other information required by the schools as part of the vendor requirements)
 - g. Sending contracts to vendors to ensure all signatures are fully executed before adding to Vista.

18. FIELD TRIPS

- A. Update data in the Field Trip Ordering System, Sequoia Sign Up (FTCE)
- B. Process all Field Trip Requests
- C. Submit Smartsheet purchase requests
- D. Process deposits and final vendor payments
- E. Upload Divvy receipts
- F. As requested, coordinate logistics with various field trip vendors and field trip venues
- G. Coordinate insurance with CharterSAFE

20. OPERATIONS – FACILITIES MANAGEMENT – VEHICLES -- WORKSPACE

- A. Provide facility management for school operated facilities as requested, including leases, utility contracts, janitorial, insurance, appropriate licensing
- B. Provide support for school owned vehicles including maintenance, procurement, sales
- C. Provide open workspace and access for school staff and teachers in both Sequoia Grove office building inclusive of appropriate seating, internet access, copy/fax, and comfort control



SEQUOIA GROVE CHARTER ALLIANCE

Sequoia Grove Charter Alliance

Regular Board Meeting MINUTES

Date and Time:

March 14, 2022

6:00 pm

Agenda:

I. Opening items

- A. Record Attendance: 6:00 - All members in attendance.
Jason Baldwin, Robert McGuire, Sara Rose Bonetti
- B. Call the Meeting to Order: 6:00 Jason Baldwin Called the meeting to order.
- C. Approval of the Agenda: 6:01
Robert McGuire motioned, Jason Baldwin 2nd: 3 ayes 0 naves
- D. Public Comments: No public comments
- E. Approval of Minutes: 6:03
Jason Baldwin motioned, Robert McGuire 2nd: 3 ayes 0 naves

II. Action Items

- A. Director's Report: 6:04

Royce reported that the company is working efficiently and meeting all obligations and deadlines. He credited the excellent work of the teams throughout the company. Royce noted that there were two staff changes this past month and those tasks have been absorbed by others until the end of the school year. Royce shared with the Board that conversations with the Salesforce implementation consultant have been going well and he is excited about the prospects being discussed. He also shared that the schools had announced this week the development of the new/old ordering platform "Vista" which is a renewed version of the system developed under the prior service provider. Royce presented the Staff Evaluation form format and discussed the upcoming evaluation process. He also presented the Professional Development request form and discussed the Spring PD opportunity. Finally Royce presented to the board the P2 Attendance reporting timeline and process, and discussed how our budget is tied to the schools Attendance funding. Finally Royce discussed the main staff events and company waypoints for the remainder of the school year, including: staff recruitment, evaluations, benefits renewal, mission and vision statements, and birthday celebration.

- B. Discussion and Possible Action: Job Descriptions: 6:28

Royce presented the reviewed and revised Job Descriptions. He noted that the Staff members had all reviewed and commented on the current descriptions, and Human Resources combined all the revisions into the new revised documents. Royce

thanked Brian Spears for all of his work on this Project. Sara Bonetti stated that the work was very thorough.

Jason Baldwin asked if all members had a chance to review the Descriptions as there was concern about access for all members. Jason suggested that we bring these back to the next meeting to ensure all members had access to the files and had a chance to review the descriptions.

Jason Baldwin motioned bring these back in April, Robert McGuire 2nd:
3 ayes 0 n naves

C. Discussion and Possible Action: Salary Schedule: 6:42

Royce presented the 2022-2023 salary schedule that included two new columns for Directors, and a schedule-wide 5.5% improvement as recommended by Charter School Development Company, to keep up with the COLA and combat inflation. This increase is across the Board for all employees who are paid on the standard salary schedules.

Jason Baldwin stated he had no problem with this improvement and asked the Board for any additional comments, Robert McGuire and Sara Bonetti both responded they had none.

Robert McGuire motioned to approve, Jason Baldwin 2nd:
3 ayes / 0 naves

D. Discussion and Possible Action: PAN Form: 6:45

Royce presented to the Board a Personnel Action Form (PAN Form) to be used to move staff forward on the Salary Schedule annually. He noted that since our staff are on open contracts, there is not a new contract issued each school year. In order to delineate the start of a new pay period, he recommends using the PAN form.

Jason Baldwin motioned to approve, Robert McGuire 2nd:
3 ayes / 0 naves

E. Update: Services Agreement: 6:47

Royce reported that the Shared Services Agreement was nearly complete and is currently being reviewed by Kevin Davis. This will be presented at the next Board Meeting

IV. Closing items

A. Board of Director's Comments & Requests: 6:47 There were no comments or requests

B. Announcement of Next Regular Scheduled Board Meeting

Jason Baldwin announced the next Board Meeting to be held on April 25, 2022 at 6:00 pm

C. Adjourn Meeting: 6:48 Jason Baldwin adjourned the meeting

Prepared By: Royce Gough

Noted By: Board Secretary _____