

Sequoia Grove Charter Alliance Regular Board Meeting

Date and Time: March 14, 2024 6:30 pm

Location: Join Zoom Meeting

https://sequoiagrove-org.zoom.us/j/85013450695

Meeting ID: 850 1345 0695

Agenda:

I. Opening items

- A. Record Attendance
- B. Call the Meeting to Order
- C. Approval of the Agenda
- D. Public Comments on agenda and non-agenda items
- E. Approval of Minutes
 - a. Special Board Meeting February 27, 2024
 - b. Special Board Meeting February 29, 2024
 - c. Special Board Meeting March 5, 2024

II.Closed Session

A. Closed Session: Conference with Legal Counsel - Anticipated Litigation (§ 54956.9 (e)

III. Director's Update

A. Director's Report - Julie

IV. Operations

- A. Budget Update Creative Back Office
- B. Discussion and Possible Action Approval of Interim CEO Employment Contract
- C. Discussion and Possible Action Hiring of Governing Board Assistant
- D. Discussion and Possible Action Hiring of Business Assistant
- E. Discussion and Possible Action Addition of April Board Meeting

III. Closing items

- A. Board of Director's Comments & Requests For Future Agenda Items
- B. Announcement of Next Regular Scheduled Board Meeting
- 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).



SGCA Special Board Meeting Minutes February 27, 2024

I. Opening Items

A. Record Attendance

All Board Members were present at Rollcall:

- o Janeal Cimino
- o Glad Donahue
- o Rose Faramarzi-Rad
- o Gloria Maxwell
- o Bob McGuire
- B. Bob McGuire called the meeting to order at 6:34 PM.
- C. Approval of the Agenda with the addition of Item J

Rollcall vote was taken. Motion passed unanimously.

D. Public Comments:

Who spoke	Subject Matter
Staff member	Staff member expressed concerns regarding need for more transparency and clarity in administration of SGCA 403b plan along with concerns of how 403b employer contributions are displayed in budget.

II. Closed Session:

A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Gov. Code section 54957(b).)

Reported out as Agenda Action Item A: Board voted unanimously to accept resignation of CEO Royce Gough effective March 7, 2024

B. PUBLIC EMPLOYEE APPOINTMENT (Gov. Code section 54957(b)(1).) Title: [Interim CEO]

C. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Gov. Code section 54957(b).)

letter received



SGCA Special Board Meeting Minutes February 27, 2024

III. Action Items

A. Discussion and Possible Action: Acceptance of CEO Resignation

Rollcall vote was taken. Board voted unanimously to accept resignation of CEO Royce Gough effective March 7, 2024.

B. Discussion and Possible Action: Appointment of Interim CEO

No action taken.

C. Discussion and Possible Action: Approval of Resolution adding Becky Harris as signatory on organizations bank account and removal of Royce Gough.

Rollcall vote was taken. Board voted unanimously to remove Royce Gough from organization bank account. Becky Harris was not added at her own request.

D. Discussion and Possible Action: Business Department Interim position

No action taken.

E. Discussion and Possible Action: CEO Evaluation Tool

Rollcall vote was taken. Board voted unanimously to approve CEO Evaluation tool and accept implementation Timeline as recommended by Evaluation Committee

F. Discussion and Possible Action: Discuss communication received by Schools from SGCA's Senior Director & CEO

No action taken.

G. Discussion and Possible Action: what SGCA board members would like to be invited to monthly staff meetings that occur on the 2nd Friday of every month

Glad Donahue and Bob McGuire would like to attend.

H. Discussion and Possible Action: Development of a board committee to help work on developing strong fiscal practices and processes



SGCA Special Board Meeting Minutes February 27, 2024

Rollcall vote was taken. Board voted unanimously to establish a Finance Committee with Janeal Cimino and Becky Harris representing SGCA and plus one other representing Member schools.

I. Discussion and Possible Action: An immediate approval process to be put in place for all purchases

Rollcall vote was taken. The Board voted unanimously to assign this action to the newly formed Finance Committee (See Item H).

J. Discussion of Treasurer and Secretary for the Board of Directors

Rollcall vote was taken. Board voted unanimously to appoint Glad Donahue as Secretary and Janeal Cimino as Treasurer.

Rollcall vote was taken. Board voted unanimously to add Janeal Cimino as signatory on the organization bank account.

IV. Closing items

A. Adjourn Meeting

Rollcall vote was taken. The Board voted unanimously to adjourn the meeting.

Bob McGuire adjourned.



SGCA Special Board Meeting Minutes February 29, 2024

I. Opening Items

A. Record Attendance

All Board Members were present at Rollcall:

- o Janeal Cimino
- o Glad Donahue
- o Rose Faramarzi-Rad
- o Gloria Maxwell
- o Bob McGuire
- B. Bob McGuire called the meeting to order at 6:33 PM.

C. Approval of the Agenda

Rollcall vote was taken. Motion passed unanimously.

D. Public Comments:

Who spoke	Subject Matter
Staff member	Staff member expressed concerns regarding need for more transparency and clarity of SGCA 403b plan.

II. Closed Session:

A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Gov. Code section 54957(b).) Conference with legal council

Board reported out that they voted unanimously to place Becky Harris on paid administrative leave effective immediately.

B. CONFERNCE WITH LEGAL COUNCIL - ANTICIPATED LITIGATION (Gov. code section 54956.9(d)(2)

Board reported that no action was taken.

III. Closing items

A. Adjourn Meeting



SGCA Special Board Meeting Minutes February 29, 2024

Rollcall vote was taken. The Board voted unanimously to adjourn the meeting.

Bob McGuire adjourned the meeting at 9:25 PM.



SGCA Special Board Meeting Minutes March 5, 2024

I. Opening Items

A. Record Attendance

All Board Members were present at Rollcall:

- o Janeal Cimino
- o Glad Donahue
- o Rose Faramarzi-Rad
- o Gloria Maxwell
- o Bob McGuire
- B. Bob McGuire called the meeting to order at 10:03 AM.

C. Approval of the Agenda

Janeal Cimino made a motion to approve the Agenda.

Gloria Maxwell seconded the motion.

Rollcall vote was taken. Motion passed unanimously.

D. Public Comments:

Who spoke	Subject Matter
Keith Reynolds	Disappointed with the happenings with CEO and Becky. Morale is low and wanted to let the board know.

II. Closed Session

A. Janeal Cimino made a motion to go into Closed Session.

Rose Faramarzi-Rad seconded the motion.

Rollcall vote was taken. Motion passed unanimously.

B. Glad Donahue made a motion to come out of Closed Session.

Rose Faramarzi-Rad seconded the motion.



SGCA Special Board Meeting Minutes March 5, 2024

Rollcall vote was taken. Motion passed unanimously.

Action taken for Case I: The Board has voted to hire Julie Haycock-Cavender effective immediately, as Interim CEO for the remainder of the school year at an annualized salary of \$150,000 and the benefits and expense reimbursements that the previous CEO received. Per its fiscal policies, the Board authorizes Julie as Interim CEO to execute contracts, purchases and expenditures, and to endorse checks, drafts and orders for the payment, withdrawal or transfer of money in the name of and on behalf of SGCA. The Board further authorizes the CEO to be added as a signatory on SGCA's bank accounts and to be added to SGCA's credit cards as appropriate.

Action taken for Case 2: No action taken

III. Discussion and/or Action Items

A. Retention of Consultant to Serve as Interim CEO

Janeal Cimino made a motion to not move forward in retaining a consultant to Serve as Interim CEO.

Rose Faramarzi-Rad seconded the motion.

Rollcall vote was taken. Motion passed unanimously.

B. Amendment to Board Regular Meeting Schedule

Janeal Cimino made a motion to approve Amendment to Board Regular Meeting Schedule to March 14 at regular time.

Rose Faramarzi-Rad seconded the motion.

Rollcall vote was taken. Motion passed unanimously.

C. Resolution to Delegate Check Signing and Bank Account Authority

Gloria Maxwell made a motion to approve Resolution to Delegate Check Signing and Bank Account Authority amended to include Julie Haycock-Cavender.



SGCA Special Board Meeting Minutes March 5, 2024

Janeal Cimino seconded the motion.

Rollcall vote was taken. Motion passed unanimously.

D. Potential Action Item and Approval: Fiscal Committee Report Out and Recommendation

No action taken.

E. Discussion and/or Report from Cory at Creative Back Office

Cory from Creative Back Office said item C covered some of his questions and said that CBO is willing to help in any way with making sure things are done in a timely fashion during this transition.

Bob McGuire asked if there would be any problems with payroll and Cory stated that there should be no hiccups. Thanks to Janeal for her hard work in making sure payroll would go out seamlessly. Janeal asked Cory if we could hear more about the approval process. Cory said he would be happy to join at any time. Janeal said we would add it to a future board meeting.

No action taken.

IV. Closing Items

Janeal Cimino suggested adding a meeting or two in April and/or May. Will add to the agenda of the next board meeting.

Janeal Cimino made a motion to adjourn the Meeting.

Rose Faramarzi-Rad seconded the motion.

Rollcall vote was taken. Motion passed unanimously.

Bob McGuire adjourned the meeting at 11:40 AM.





Updates From Julie



Department Updates

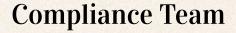
AP Team

The AP team is processing same day invoices. And for the 23/24 SY they have processed over 42,000 invoices.



Ordering Team

The ordering team is in their peak season with end of the year orders.



The compliance team reviewed 22,749 documents from February 1st to March 12th, 2024. Our top priority now is reviewing attendance for LP6, which ended on Friday, March 8th. Our goal is to complete this review by Friday, March 15th.

8/1/23-3/12/24				
Reviewed				
Document Type	Count			
Attendance Claims	575			
Assignment Work Record	29479			
Grid Log Check	32179			
HDCForm	5370			
StudentMA	1717			
StudentMAAddendum	3818			
Work Samples	32360			
Total	105498			





Department Updates, Cont.

Enrollment Team

Open Enrollment - we are in the last week of open enrollment and a lot of families have expressed interest in our charter schools. Below you will see the student count of open enrollment per charter up to date.

Lake View: 301 students

Feather River: 938 students

Clarksville: 778 students

- We are also monitoring duplicate families who are applying to more than one of our charter schools to get a better idea of true numbers.
 As of today, we have 256 duplicate families who have applied to both Feather River and Clarksville. We also have 14 duplicate families who have applied to Feather River and Lake View.
- The waitlist will open on March 16, 2024 for all of our charters.
- The enrollment team is working closely with Carrie Carlson to review all communication emailed to families is up to date.



SIS/CALPADS Team

- We have been working closely with Enrollment and the directors on creating/updating the jotforms we use for open enrollment season
- Currently reviewing our directions for rolling over our students
- Fall 2 has been certified for all 3 schools
- Civil Rights has been submitted for all 3 schools

Records Team

- New this year, Records took on the process of verifying withdrawals.
 Following up with families to make sure the exit code we use is valid.
 Since taking on the process, we have verified 70 student exits.
- Two members of the department attended the School Pathway
 Conference in Sonoma last week. From the group, a few were able to discuss concerns and wishlist with the CEO of the company
- New this year is the schools requested for records to print diplomas.
 We have been working with Linda Q, the HS director, on the logistics of undertaking an overwhelming task.
- According to the LOI (Letter of Intent), we will be processing





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2023-24 SGCA Fiscal Update - March 14th, 2024

Sequoia Grove Budget Overview

Adopted Budget - July 2023

Adopted Budget Revenue - \$4,669,390

Adopted Budget Expenditures - \$4,666,942

Adopted Budget Projected Year End Balance - \$2,448

Budget Update – December 2023

Updated Budget Revenue - \$4,669,390 (\$0.00 change)

Updated Budget Expenditures - \$4,680,942 (\$14,000 increase)

Updated Budget Projected Year End Balance – (\$11,552) (\$14,000 decrease)

Projected Cumulative Ending Balance

Beginning Balance 7/1/2023 - \$134,516 *Retained Earnings after Year 1 & 2

2023-24 Projected Balance – (\$11,552)

Projected Balance 6/30/2024 - \$122,964

Budget Update vs. Actuals thru 02/29/2024

Actual Revenues Received - \$3,502,042.47

Actual Expenditures - \$3,151,373.55



Sequoia Grove Charter Alliance Budget Overview: FY 2023-24 Working Budget - FY24 P&L July 2023 - June 2024

		Total
Income		
Shared Services Agreement		4,669,390.00
Total Income	\$	4,669,390.00
Gross Profit	\$	4,669,390.00
Expenses 2000 Solarios		2 907 912 00
2900 Salaries 2901 Salaries - Overtime		2,807,813.00
Total 2900 Salaries Total 2900 Salaries	\$	10,000.00
3300 Medicare/ Social Security	\$	2,817,813.00 206,605.00
3400 Health and Welfare Benefits		349,984.00
3500 Unemployment Insurance		20,194.00
3600 Workers Compensation		9,452.00
3900 403B		177,723.00
4300 Software		35,000.00
4315 Office Expense		60,000.00
4342 Business Meals		2,500.00
4400 Non-Cap Computers & Equipment		9,100.00
4500 Furniture		10,000.00
5200 Professional Development & Travel		.0,000.00
5210 Conferences		25,000.00
5211 Professional Development		6,500.00
5212 Staff Retreat		23,500.00
5213 Per Diem		5,000.00
5214 Travel		5,000.00
Total 5200 Professional Development & Travel	\$	65,000.00
5301 Insurance & Registration		6,500.00
5302 Fuel		12,500.00
5303 Maintenance / Oil Changes		6,000.00
5400 General Liability Insurance		38,000.00
5501 Facility Security		2,500.00
5515 Custodial Service		0.00
5610 Facility Lease		246,566.00
5615 Repairs & Maintenance		8,000.00
5620 Equipment Lease		15,000.00
5803 Audit & Tax Return		10,740.00
5805 General Consulting		17,500.00
5812 Business Services		82,000.00
5840 Banking & Payroll Fees		14,000.00
5845 Legal Expenses		20,000.00
5851 Advertising/Marketing		1,000.00
5860 Fingerprinting/Personnel Fees		200.00
5869 Events & Supports		12,500.00
5870 New Arrival Package		500.00
5871 Founders Awards		3,000.00
5872 Community E. & D Staff Events & Team Building		7,000.00
5874 Community E. & D Staff Gear		3,500.00
5875 Community E. & D Staff Appreciation		4,500.00
5887 Tech Services		336,000.00
5890 Board Stipend		7,000.00
5910 Phone & Internet - Comcast Verizon		10,000.00
5911 Phone & Internet - Ring Central		20,000.00
5920 Postage		8,000.00
6900 Depreciation		25,065.00
Total Expenses	\$	4,680,942.00
Net Operating Income	-\$	11,552.00
Net Income	-\$	11,552.00

Sequoia Grove Charter Alliance Budget vs. Actuals: FY 2023-24 Working Budget - FY24 P&L July 2023 - February 2024

		Actual	Budget	% of Budget	
Income					
Shared Services Agreement		3,502,042.47	4,669,390.00	75.00%	
Total Income	\$	3,502,042.47 \$	4,669,390.00	75.00%	
Gross Profit	\$	3,502,042.47 \$	4,669,390.00	75.00%	
Expenses					
2900 Salaries		1,885,794.92	2,807,813.00	67.16%	
2901 Salaries - Overtime		1,785.91	10,000.00	17.86%	
2902 Salaries - Medical Opt Out		41,825.00			
Total 2900 Salaries	\$	1,929,405.83 \$	2,817,813.00	68.47%	
3300 Medicare/ Social Security		141,285.38	206,605.00	68.38%	
3390 Federal Income Tax Withheld		0.00	0.40.004.00	70 770/	
3400 Health and Welfare Benefits		258,195.05	349,984.00	73.77%	
3500 Unemployment Insurance		15,629.91 0.00	20,194.00	77.40%	
3590 CA State Income Tax Withheld 3600 Workers Compensation		8,731.00	9,452.00	92.37%	
3900 403B		80,311.33	177,723.00	45.19%	
4300 Software		9,079.16	35,000.00	45.19% 25.94%	
4315 Office Expense		20,643.38	60,000.00	34.41%	
4342 Business Meals		1,183.66	2,500.00	47.35%	
4400 Non-Cap Computers & Equipment		9,163.85	9,100.00	100.70%	
4500 Furniture		7,504.21	10,000.00	75.04%	
5200 Professional Development & Travel		7,004.21	10,000.00	70.0470	
5210 Conferences		20,164.92	25,000.00	80.66%	
5211 Professional Development		1,508.34	6,500.00	23.21%	
5212 Staff Retreat		23,348.00	23,500.00	99.35%	
5213 Per Diem		3,000.00	5,000.00	60.00%	
5214 Travel		5,049.09	5,000.00	100.98%	
Total 5200 Professional Development & Travel	\$	53,070.35 \$	65,000.00	81.65%	
5301 Insurance & Registration		4,588.32	6,500.00	70.59%	
5302 Fuel		6,523.12	12,500.00	52.18%	
5303 Maintenance / Oil Changes		4,724.15	6,000.00	78.74%	
5400 General Liability Insurance		37,528.56	38,000.00	98.76%	
5501 Facility Security		3,396.20	2,500.00	135.85%	
5515 Custodial Service					
5610 Facility Lease		180,753.18	246,566.00	73.31%	
5615 Repairs & Maintenance		4,270.16	8,000.00	53.38%	
5620 Equipment Lease		11,856.82	15,000.00	79.05%	
5803 Audit & Tax Return			10,740.00	0.00%	
5805 General Consulting		9,257.00	17,500.00	52.90%	
5812 Business Services		55,347.50	82,000.00	67.50%	
5840 Banking & Payroll Fees		9,190.01	14,000.00	65.64%	
5845 Legal Expenses		7,505.05	20,000.00	37.53%	
5851 Advertising/Marketing		1,309.76	1,000.00	130.98%	
5860 Fingerprinting/Personnel Fees		100.00	200.00	50.00%	
5869 Events & Supports		5,165.43	12,500.00	41.32%	
5870 New Arrival Package		176.18	500.00	35.24%	
5871 Founders Awards			3,000.00	0.00%	
5872 Community E. & D Staff Events & Team Building		8,142.07	7,000.00	116.32%	
5874 Community E. & D Staff Gear		2,320.72	3,500.00	66.31%	
5875 Community E. & D Staff Appreciation			4,500.00	0.00%	
5887 Tech Services		224,000.00	336,000.00	66.67%	
5890 Board Stipend		5,200.00	7,000.00	74.29%	
5899 Misc. Operating Services		1,468.08	0.00	101.0=**	
5910 Phone & Internet - Comcast Verizon		10,102.64	10,000.00	101.03%	
5911 Phone & Internet - Ring Central		13,761.62	20,000.00	68.81%	
5920 Postage		10,483.87	8,000.00	131.05%	
6900 Depreciation	_	2 454 070 55 . ^	25,065.00	0.00%	
Total Expenses	\$	3,151,373.55 \$	4,680,942.00	67.32%	
Net Operating Income	<u>\$</u>	350,668.92 -\$	11,552.00		
Net Income	\$	350,668.92 -\$	11,552.00		

CASH FLOW	\vdash	Budget		MARCH		APRIL	MAY 2004	JUNE 2024	
evenue	+			2024		2024	2024	2024	Total
Revenue Limit Sources									
Shared Service Agreement - Clarksville	\$	1,821,062	\$	151,755		151,755 \$	151,755 \$		\$ 1,821,062
Shared Service Agreement - Feather River Shared Service Agreement - Lakeview	\$ \$	2,147,919 700,408	\$		\$	178,993 \$ 58,367 \$	178,993 \$ 58,367 \$		\$ 2,147,919 \$ 700,408
Misc. Revenue	\$	- '	\$	-	\$	- \$	- \$	-	\$ -
	\$	4,669,390) \$ 	389,116	\$	389,116 \$	389,116 \$	389,116	\$ 4,669,39
OTAL REVENUE	\$	4,669,390	\$	389,116	\$	389,116 \$	389,116	389,116	\$ 4,669,39
XPENSES									
2900 - Salaries 2901 - Overtime	\$ \$	2,807,813 10,000	\$	220,048 2,054	\$ \$	220,048 \$ 2,054 \$	220,048 \$ 2,054 \$		\$ 2,807,813 \$ 10,000
Total Salaries	\$	2,817,813		222,102		222,102 \$	222,102 \$		\$ 2,817,81
Fundame Benefits									
Employee Benefits 3300 - Medicare/ Social Security	\$	206,605	\$	16,330	\$	16,330 \$	16,330 \$	16,330	\$ 206,60
3400 - Health and Welfare Benefits	\$	349,984	\$		\$	22,947 \$	22,947 \$		\$ 349,98
3500 - Unemployment Insurance 3600 - Workers Compensation	\$	20,194 9,452	\$	1,141 180		1,141 \$ 180 \$	1,141 \$ 180 \$		\$ 20,194 \$ 9,453
3900 - 403B	\$	177,723	\$		\$	24,353 \$	24,353 \$		\$ 177,72
Total Employee Benefits	\$	763,958	\$	64,951	\$	64,951 \$	64,951 \$	64,951	\$ 763,95
General Supplies 4300 - Software		35.000		6.110		/ 110 f	/ 110 · f	/ 110	f 25.00
4300 - Software 4315 - Office Expense	\$	35,000 60,000	\$	-,	\$	6,110 \$ 10,165 \$	6,110 \$ 10,165 \$	6,110 10,165	\$ 35,00 \$ 60,00
4342 - Business Meals	\$	2,500	\$	154	\$	154 \$	154 \$	154	\$ 2,50
4400 - Non-Cap Computers & Equipment	\$	9,100	\$	(1,250)		(1,250) \$	(1,250) \$		
4500 - Fruniture	\$	10,000	\$	2,077		2,077 \$	2,077 \$	2,077	
Total General Supplies	\$	116,600	\$	17,256	\$	17,256 \$	17,256 \$	17,256	\$ 116,60
Services, Other Operating Expenses 5210 Conferences	\$	25,000	\$	1,209	\$	1,209 \$	1,209 \$	1,209	\$ 25,00
5211 Professional Development	\$	6,500	\$	1,248	\$	1,248 \$	1,248 \$	1,248	\$ 6,50
5212 Staff Retreat 5213 Per Diem	\$	23,500 5,000	\$		\$	8 \$ 530 \$	8 \$ 530 \$		\$ 23,50 \$ 5,00
5214 Travel	\$	5,000	\$		\$	(12) \$	(12) \$		\$ 5,00
5301 Insurance & Registration	\$	6,500	\$	478	\$	478 \$	478 \$	478	\$ 6,50
5302 Fuel 5303 Maintenance / Oil Changes	\$	12,500 6,000	\$ \$,	\$ \$	1,494 \$ 319 \$	1,494 \$ 319 \$,	\$ 12,50 \$ 6,00
5400 General Liability Insurance	\$	38,000	\$		\$	118 \$	118 \$		\$ 38,00
5501 Facility Security	\$	2,500	\$. ,	\$	(224) \$	(224) \$	(224)	\$ 2,50
5515 Custodial Service 5610 Facility Lease	\$	246,566	\$	16,453	\$	- \$ 16,453 \$	- \$ 16,453 \$		\$ - \$ 246,56
5615 Repairs & Maintenance	\$	8,000	\$	932		932 \$	932 \$		\$ 8,00
5620 Equipment Lease	\$	15,000	\$	786		786 \$	786 \$		
5803 Audit & Tax Return	\$ \$	10,740 17,500	\$ \$	2,685 2,061		2,685 \$ 2,061 \$	2,685 \$ 2,061 \$		
5805 General Consulting 5812 Business Services	\$	82,000	\$	6,663		6,663 \$	6,663 \$		
5840 Banking & Payroll Fees	\$	14,000	\$	1,203		1,203 \$	1,203 \$	1,203	\$ 14,00
5845 Legal Expenses 5851 Advertising/Marketing	\$	20,000 1,000	\$	3,124 (77)		3,124 \$ (77) \$	3,124 \$ (77) \$		
5860 Fingerprinting/Personnel Fees	\$	200	\$		\$	25 \$	25 \$		\$ 1,00
5869 Events & Supports	\$	12,500	\$		\$	1,834 \$	1,834 \$		\$ 12,50
5870 New Arrival Package 5871 Founders Awards	\$	500 3,000	\$ \$	81 750	\$ \$	81 \$ 750 \$	81 \$ 750 \$		\$ 50 \$ 3,00
5872 Community E. & D Staff Events & Team Building	\$	7,000	\$	(286)		(286) \$	(286) \$		
5874 Community E. & D Staff Gear	\$	3,500	\$		\$	295 \$	295 \$		\$ 3,50
5875 Community E. & D Staff Appreciation 5887 Tech Services	\$	4,500 336,000	\$ \$		\$ \$	1,125 \$ 28,000 \$	1,125 \$ 28,000 \$	1,125 28,000	\$ 4,50 \$ 336,00
5890 Board Stipend	\$	7,000	\$.,	\$	450 \$	450 \$	450	
5899 - Misc. Operating Services	\$	-	\$	(367)		(367) \$	(367) \$		\$ -
5910 Phone & Internet - Comcast Verizon	\$	10,000 20,000	\$	(26) 1.560	\$ \$	(26) \$ 1.560 \$	(26) \$ 1.560 \$		\$ 10,00 \$ 20,00
5911 Phone & Internet - Ring Central 5920 Postage	\$	8,000	\$	(621)	-	(621) \$	(621) \$.,	,
	5	957,506		71,816		71,816 \$	71,816 \$		
	,	737,300	,	71,610	,	71,010 \$	71,010	71,010	\$ 737,30
Capital Outlay									
6900 - Depreciation Total Capital Outlay	\$	25,065 25,065	\$ \$		\$ \$	- \$ - \$	- \$ - \$	-	\$ 25,06 \$ 25,06
TOTAL EXPENDITURES	\$	4,680,942	\$	376,126	\$	376,126 \$	376,126 \$	376,126	\$ 4,680,9
FY ENDING FUND BALANCE	\$	(11,552	\$	12,990	\$	12,990 \$	12,990 \$	12,990	\$ (11,5
						1.		l	
	\$	(11,552	\$	12,990	\$	12,990 \$	12,990 \$	12,990	\$ (11,5
Change in Accounts Receivable Prepaid Expenses	\$ \$	(25 504)	\$		\$	- \$ - \$	- \$ - \$		
Accounts Payable	\$	(25,596) (89,015)			\$	- \$	- \$		
Divvy	\$	18,227	\$	-	\$	- \$	- \$	-	
Accrued Salaries & Taxes Paid By Schools	\$ \$	- /10 E175	\$		\$	- \$ - \$	- \$ - \$		
Other Current Liabilities	\$	(10,517) (42,694)	\$		\$	- \$	- \$		
Net Cash Provided/(used) by Operating Activities Capital Expenditures	\$	(610,892)	\$	12,990	\$	12,990 \$	12,990 \$	(208,654)	\$ (11,55
Other Investing Activities	S	218,864	\$	-	\$	- \$ - \$	- 3 - \$	-	\$ -
Net Cash Provided/(used) by investing Activities	3						·		-
Deferred Rent			S		S	- S	- S		\$ -
Deferred Rent Net Cash Provided/(used) by Financing Activities	\$	(148,596)	3	-	_	- Ф			
	\$	(148,596) 111,518	_	282,640		295,630 \$	308,620 \$	99,966	

SEQUOIA GROVE CHARTER ALLIANCE AGREEMENT FOR EMPLOYMENT OF INTERIM CHIEF EXECUTIVE OFFICER

This Employment Agreement ("Agreement") is entered into by and between the Sequoia Grove Charter Alliance ("SGCA") and Julie Haycock-Cavender ("Interim CEO") effective March 5, 2024 with respect to the following recitals:

RECITALS

- A. The SGCA currently is in need of an Interim CEO; and,
- B. The SGCA desires to hire the Interim CEO on an interim basis to assist the SGCA with CEO duties; and,
- C. Interim CEO desires to accept employment with the SGCA on the terms and conditions set forth in this Agreement.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. **Recitals.** The above recitals are true and correct and incorporated into the Agreement by reference.
- 2. <u>Term.</u> Interim CEO is hired commencing on March 5, 2024 and continuing until terminated by either Party pursuant to the provisions of this Agreement or law.
- 3. <u>Duties</u>. Interim CEO agrees to satisfactorily perform all the duties of Interim CEO as prescribed by the laws of the State of California, the SGCA's job description for the position of CEO, and such other duties as may be assigned by the Board.
- 4. <u>Salary</u>. In consideration for the services to be rendered under this Agreement, SGCA will pay Interim CEO a gross annual salary of \$150,000, less all applicable withholdings and deductions. Salary will be paid in equal installments on a semi-monthly basis beginning with the first pay period following the Effective Date of this Agreement and in accordance with SGCA's regular payroll practices. If Interim CEO works less than a 12-month period under this Agreement, Interim CEO's salary will be pro-rated accordingly. Interim CEO is an exempt employee and therefore is not eligible for overtime pay.
- 5. <u>Acceptance of Interim Assignment</u>. Interim CEO acknowledges that SGCA's offer of employment is based upon their voluntary willingness to perform interim, intermittent, and sporadic work. Interim CEO's employment is expressly subject to acceptance of such duties as assigned.
- 6. **Qualifications**. Interim CEO acknowledges that they have reviewed the SGCA's job description for the position and all other documents that set forth the required job qualifications. Interim CEO represents and warrants that he meets all required job qualifications.

- 7. **Status of Employment**. Interim CEO acknowledges that they are a temporary, at-will employee. Interim CEO specifically acknowledges that this Agreement does not establish any right to probationary or permanent employment status with the SGCA or ongoing work assignments.
- 8. At Will Employment. Interim CEO's employment with SGCA is at-will. This means that either SGCA or Interim CEO may terminate this Agreement and Interim CEO's employment at any time with or without cause or advance notice. Interim CEO also may be demoted or disciplined and the terms of employment be altered at any time, including, but not limited to, a change in duties and/or compensation, with or without cause or advance notice, at the discretion of SGCA. No one other than SGCA's Board of Directors ("Board") has the authority to alter this employment at-will relationship, to enter into an agreement for employment for a specified period of time other than what is provided in this Agreement, or to take any agreement contrary to this policy. Any such alteration or agreement must be in writing and must be approved by the Board.
- 9. <u>Fringe Benefits</u>. Interim CEO acknowledges that they shall be entitled to benefits as outlined below:
 - **a.** <u>Medical, Dental, and Vision Insurance</u>. Interim CEO shall be eligible to participate in health and other benefits for the Interim CEO and Interim CEO's family, subject to program and eligibility requirements established by SGCA for the benefit of its other regular full-time employees, which from time to time may be amended and modified by SGA in its sole and absolute discretion.
 - b. Vehicle Allowance: SGCA agrees to provide Interim CEO an automobile allowance in the amount of \$600 per month. Interim CEO will be responsible for all insurance, maintenance, operating, mileage and other expenses incurred. SGCA shall make appropriate reports of such payment to the Internal Revenue Service and the California Franchise Tax Board, as provided by applicable law. Interim CEO shall be responsible for all costs in connection with the operation of his automobile and for appropriately reporting the receipt of the above-referenced automobile allowance. The automobile allowance is intended to be in lieu of all reimbursement for use of Interim CEO's vehicle for business on behalf of SGCA.
 - c. **Phone Allowance**: SGCA agrees to provide Interim CEO \$100 per month for Interim CEO's use of personal cell phone for work-related use. This payment shall be subject to all appropriate taxes and withholdings.
 - d. <u>Vacation</u>: Interim CEO shall be entitled to accrue paid vacation up to five (5) days (40 hours) per year. Paid vacation shall accrue at a rate of 1.67 hours per pay period. Vacation may be carried over to the following year and continue to accrue up to a maximum cap of seven and one-half (7.5) days or sixty (60) hours. Once the Interim CEO accrues 7.5 days (or 60 hours) of vacation, no further vacation leave shall accrue until some vacation time is utilized. All accrued and unused vacation will be paid out upon Employee's termination at Interim CEO's final rate of pay. Interim CEO's

- vacation requests shall be submitted to, and approved by, the Chair of the Board. Employer reserves the right to deny a vacation request based on operational needs of the organization. All other vacation requirements will be set forth in SCGA's personnel policies.
- e. <u>Paid Sick Leave</u>: Interim CEO shall be allotted five (5) days of paid sick leave per year. Sick days do not accrue or carry over from year to year and are not paid out on termination. Employee's sick leave requests/notifications shall be submitted to the Chair of the Board. All other paid sick leave requirements will be set forth in Employer's personnel policies.
- f. <u>Holidays</u>: Interim CEO shall take holiday days according to the calendar of holidays observed by the Interim CEO annually.
- 10. <u>Fingerprinting</u>. Interim CEO shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Interim CEO further agrees and acknowledges that if at any time during their employment by SGCA, Interim CEO learns or becomes aware of additional information, which differs in any way from the representations set forth above, Interim CEO shall immediately notify SGCA and shall not have contact with SGCA students until the fingerprinting and background check requirements have been satisfied and SGCA determines whether any such contact is permissible.
- 11. <u>Assignment/Subcontracting</u>. Unless otherwise provided in this Agreement, SGCA is relying on the personal skill, expertise, training and experience of Interim CEO and no part of this Agreement may be assigned or subcontracted by Interim CEO without prior written consent of SGCA.
- 12. <u>Compliance with Law</u>. Interim CEO shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to Interim CEO's employees, Interim CEO shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.
- 13. <u>Conflict of Interest</u>. Interim CEO agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interests or appearance of conflicts of interest, including, but not limited to Government Code section 1090 et seq., and the Political Reform Act, Government Code section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. Interim CEO agrees that if any facts come to their attention which raise any questions as to the applicability of conflicts of interest laws, they will immediately inform the SGCA Board of Directors and provide all information needed for resolution of this question.
- 14. <u>Tax/Retirement Issues</u>. Notwithstanding any other provision of this Agreement, the SGCA shall not be liable for any retirement or state/federal tax consequences to the Interim CEO, any designated beneficiary, heirs, administrators, executors, successors or assigns of the Interim CEO. The Interim CEO shall assume sole responsibility and liability for all state

and federal tax consequences of this Agreement and all related payroll and retirement consequences, including, but not limited to, all tax and retirement consequences stemming from any payments made to the Interim CEO as a result of the termination without cause provision of this Agreement, retirement payments, expense reimbursements, automobile allowances, and payments for insurance.

- 15. <u>Governing Law/Venue</u>. This Agreement, and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California.
- 16. <u>Dispute Resolution</u>. If a dispute arises out of or relating to this Agreement, or the breach thereof, that could otherwise be brought in a court of law and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
- 17. <u>Construction of Agreement</u>. This Agreement shall not be construed more strongly against either party regardless of which party is responsible for its preparation.
- 18. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions and no party has relied upon any representations, express or implied, not contained in this Agreement. All prior understandings, terms or conditions are deemed to be merged into this Agreement.
- 19. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.
- 20. <u>Headings</u>. Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.
- 21. <u>Notices</u>. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent via email, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

SGCA:

8950 Cal Center Dr. Bldg One Suite 110 Sacramento, CA 95826

Interim CEO:

Julie Haycock-Cavender 5224 Maddux Way Roseville, CA 95747

Notice personally delivered is effective when delivered. Notice sent by first class mail shall be deemed received on the fifth (5th) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

- 22. <u>Conflict with Laws/Severability</u>. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.
- 23. <u>Waiver</u>. Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.
- 24. <u>Execution of Agreement/Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of DocuSign, or another electronic signature technology.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Interim CEO	Sequoia Grove Charter Alliance					
Julie Haycock-Cavender	Signatory of the Board					
Date	Date					

Bryanna Brossman has worked in education for 13 years. She has served as a teacher and an administrator at a site-based charter school. In addition, she served for three years as the Director of Governance for the former network of Inspire related schools. She has knowledge and experience in the organization and management of governance items including board meeting agendas, packets, minutes, resolutions, and policies. Lasty, she has attended many of the governance trainings/professional development sessions provided by support organizations in the state of California for charter schools.

Bryanna Brossman can offer part time governance support that would include the following:

- Under the direction of the CEO and the board, help with building, organizing, and formatting the board meeting agendas, packets, and minutes.
- Managing the website postings of Board meeting agendas, packets, and minutes in compliance with the Brown Act.
- Follow-up with signed documents including minutes, resolutions, and other compliance documents.
- Organize and manage the folders and spreadsheets that house all governance documents for the organization.
- Support and train any new or incoming staff that may have a role in providing governance support for the organization.