



PACIFIC COAST ACADEMY  
14261 Danielson Street, Poway, California 92064  
Phone (619) 404-3190 • Fax (619) 749-1792

**Special Board Meeting  
Pacific Coast Academy  
June 3, 2020 – 5:00 pm  
14261 Danielson Street  
Poway, CA 92064**

**Through Teleconference  
Join Zoom Meeting  
<https://zoom.us/j/96147940985>**

**Meeting ID: 961 4794 0985**

**Dial by your location  
+1 669 900 6833 US (San Jose)**

**Find your local number: <https://zoom.us/u/acQDy5ovTg>**

**AGENDA**

1. Call to Order
2. Approval of the Agenda
3. Public Comments
4. Closed Session: Conference with Legal Counsel - Potential Litigation § 54956.9
5. Consideration and Potential Action in the 2020 – 2021 Budget
6. Discussion and Potential Action on the Confirmation of Retention of Counsel –  
Engagement Letter
7. Adjournment

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 with the administrative team 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 that requests are received. We ask that comments are limited to 2 minutes each, with no more than 15 minutes per single topic so that as many people as possible may be heard. 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 district staff or calendar the issue for future discussion.

Note: Pacific Coast Academy Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at 951-290-3013 at least 48 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).



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May 11, 2020

**VIA E-MAIL**

Ms. Krystin Demofonte  
Pacific Coast Academy  
13915 Danielson Street, #103  
Poway, CA 91702

Dear Krystin:

Thank you for reaching out to me to provide a new engagement letter for Pacific Coast Academy ("Pacific Coast"). This letter will confirm the terms under which Pacific Coast will engage me.

**Billing and Rates.**

My fees for legal services are \$220.00 per hour, plus any expenses that may be incurred, such as filing fees, copying costs, postage, courier service charges and related expenses. In the event that Pacific Coast is a party to litigation, these expenses could also include deposition fees, expert fees, and other costs related to litigation. In some instances, third party vendor bills may be forwarded to Pacific Coast for payment directly.

I will bill Pacific Coast approximately monthly depending upon the amount of work that was done on Pacific Coast's file during that period. If you ever have a question about my bill, please contact me to discuss it. Monthly statements are due upon receipt. Finance charges will be applied to amounts over 30 days past due.

I will charge actual reimbursement for any necessary travel expenses, such as airfare, mileage, hotels if required, and other expenses if I travel at Pacific Coast's request. The actual time I spend traveling will be charged at \$150.00 per hour.

Pacific Coast and I may agree upon a fixed price for certain projects, which will be agreed upon in advance of any work performed on such projects. In addition, I reserve the right to raise my hourly rate, with prior written notice to Pacific Coast.

**Retainer.**

At this point, I do not anticipate requiring a retainer prior to services being rendered. But, a retainer may be required in the future.

If a retainer is later required, I will provide Pacific Coast with a monthly statement of fees, costs and expenses. After I email Pacific Coast the statement, I will apply the funds of the retainer to the fees

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Ms. Krystin Demofonte

May 11, 2020

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earned, costs and expenses incurred. Pacific Coast are also responsible for paying fees, costs and expenses in excess of the funds that I hold. Should my fees exceed the retainer, I may bill Pacific Coast monthly for additional fees and expenses.

Any unused portion of any retainer will be returned to Pacific Coast promptly upon completion of my services.

**Conflicts of Interest.**

I will not, without appropriate consent, represent any party if there is a conflict of interest with any of my other clients. In order to avoid conflicts of interest, I search my records to determine whether I represent any opposing parties. Please inform me at once of any additional persons or entities who may be involved in any matter I am handling.

**Confirmation of Agreement.**

I may send Pacific Coast documents, correspondence and other information during my representation. These copies will be for Pacific Coast's files. I will attempt to send most documents electronically. I will keep a copy of the information in my office as well. It is important that I have the current electronic email address and phone number for purposes of timely communication. It is also important that Pacific Coast cooperate with me during any time that I am providing services to Pacific Coast.

Please confirm Pacific Coast's agreement to the terms of this letter by signing a copy of the authorization on the next page and send a copy back to me via email or facsimile. I will endeavor to represent Pacific Coast promptly and efficiently, and I hope for a mutually satisfactory relationship.

Very truly yours,

*/Jennifer McQuarrie/*

Jennifer L. McQuarrie

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Ms. Krystin Demofonte

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I, Krystin Demofonte am authorized to enter into this engagement agreement on behalf of Pacific Coast Academy and understand and agree to the terms of the representation as outlined in this letter.

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By: Krystin Demofonte

Date: \_\_\_\_\_

