



## Golden Charter Academy

### GCA Board of Trustees Meeting

Published on August 4, 2022 at 1:53 PM PDT

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#### Date and Time

Thursday August 4, 2022 at 2:30 PM PDT

#### Location

Golden Charter Academy is inviting you to a scheduled Zoom meeting.

Topic: GCA Board of Trustees Regular Meetings

Time: June 23, 2022 02:30 PM Pacific Time (US and Canada)

#### Join Zoom Meeting

<https://us02web.zoom.us/j/88417324062>

Meeting ID: 884 1732 4062

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Meeting ID: 884 1732 4062

Find your local number: <https://us02web.zoom.us/u/kdLSYLrhlw>

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## Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>2:30 PM</b>
<b>A.</b>	Call the Meeting to Order		
<b>B.</b>	Roll Call		
	<i>Board of Trustees Members</i>		
	Dr. Ed González, Board Chair		
	Keshia Thomas, Vice Chair		
	Dr. Brad Huff		
	Dr. Bard De Vore		
	Ruth Quinto		
	Scott Barton		
	<i>Corporate Officers</i>		
	Robert Golden		
	Martha Arellano		
<b>C.</b>	Pledge of Allegiance		
<b>D.</b>	Approval of the Agenda	Vote	
<b>E.</b>	Public Comment		
	<p>This portion of the meeting is set aside for members of the audience to make comments or raise issues that are not specifically on the agenda or items that may be on the agenda. Each presentation will be limited to three (3) minutes per person and the total time allotted to non-agenda items in accordance with the Brown Act, there shall be no action taken, nor should there be comments on, responses to, or discussion of a topic not on the agenda. Board members may: (1) acknowledge receipt of information/report; (2) refer to staff with no direction as to action or priority; or (3) refer a matter to another agenda. The Board is not obligated to make comments.</p>		
<b>F.</b>	Swearing in of newly elected Board member		
	Isaiah Green		
<b>II. Consent Agenda</b>			<b>2:30 PM</b>

	Purpose	Presenter	Time
<p>Consent agenda items are for routine matters that do not require discussion or deliberation by the Board. The Consent calendar permits the Board to approve multiple items in one action without discussion. All Board members have the right to remove a consent item from the consent calendar so that normal discussion and deliberation may take place. If a Board members' request that an item be removed from the Consent Agenda, the item will be pulled for discussion and separate action.</p>			
<b>A.</b>	June 23, 2022 draft Board Meeting Minutes	Approve Minutes	
<b>B.</b>	June 24, 2022 draft Board Meeting Minutes	Approve Minutes	
<b>C.</b>	Financial Warrants	Vote	
<b>D.</b>	2022/2023 Employment Contracts	Vote	
<b>E.</b>	Dustin Verzosa Photography & Video 2022/2023 Contract	Vote	
<b>F.</b>	Golden Pursuit of Growth 2022/2023	Vote	
<b>G.</b>	Revolution Food Services 2022/2023	Vote	
<b>H.</b>	SouthWest Transportation 2022/2023	Vote	
<b>I.</b>	Approval of the Consent Agenda	Vote	
<b>J.</b>	2022/2023 Carpet Doctors Contract		
<b>K.</b>	2022/2023 Student Handbook Policy		5 m
<b>L.</b>	2022/2023 Employee Handbook Policy		5 m
<b>III.</b>	<b>Information / Discussion</b>		<b>2:40 PM</b>
<b>A.</b>	Reports and Updates	Discuss	
	1. CEO Report (Robert Golden, President & CEO) Enrollment and Operations Update		
	2. Financial Report (Jim Weber, Charter Impact)		

	Purpose	Presenter	Time
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Monthly Financial Update

**IV. Action Items**

- |   |      |  |  |
|---|------|--|--|
| <b>A.</b> 2021/22 Unaudited Actuals Report                                | Vote |  |  |
| <b>B.</b> Pacific Charter School Development Project Management Agreement | Vote |  |  |
| <b>C.</b> 2022/2023 Board Meeting Calendar                                | Vote |  |  |
| <b>D.</b> Train of Thought 2022/2023 Program                              | Vote |  |  |

**V. Board Member Comments**

This is an opportunity for Board members to take comments/updates from fellow board members, address activities, correspondence, and operations, and/or acknowledge or recognize specific programs, activities, or personnel.

- |   |         |  |  |
|---|---------|--|--|
| <b>A.</b> Next Regularly Scheduled Board Meeting<br>Thursday, July 23, 2022 | FYI     |  |  |
| <b>B.</b> Suggested Agenda Items  | Discuss |  |  |

**VI. Closing Items**

- |                           |      |  |  |
|---------------------------|------|--|--|
| <b>A.</b> Adjourn Meeting | Vote |  |  |
|---------------------------|------|--|--|



# Coversheet

## Pledge of Allegiance

**Section:** I. Opening Items  
**Item:** C. Pledge of Allegiance  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** Flag1.jpg







# Coversheet

## Swearing in of newly elected Board member Isaiah Green

**Section:** I. Opening Items  
**Item:** F. Swearing in of newly elected Board member Isaiah Green  
**Purpose:**  
**Submitted by:**  
**Related Material:** Swearing in Board Members.docx (1).pdf



# GOLDEN

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## CHARTER ACADEMY

08.01.2022

**ROBERT  
GOLDEN,  
PRESIDENT &  
CEO**

**BOARD OF TRUSTEES**

*Dr. Ed González, Chair  
Keshia Thomas, Vice Chair  
Dr. Bard De Vore  
Dr. Brad Huff  
Ruth F. Quinto, CPA  
Scott Barton*

*Golden Charter Academy  
1626 W Princeton Ave  
Fresno, CA 93705  
(559) 293-3157  
info@goldencharteracademy.org*

## Swearing in Board Members

Please raise your right hand and repeat after me the **oath** of office.

In the presence of public guests and Members of the board here assembled - I, (**officer's name: Isaiah Green**), do so solemnly promise and pledge - that I will faithfully and honestly- uphold the duties of a board member - I further promise - to abide by the governing Bylaws to the best of my knowledge and ability. - All this I promise faithfully so help me God.

“I congratulate **Isaiah Green** as the new board member of The Golden Charter Academy.

“Ladies and gentlemen, Welcome Isaiah Green. Please support Isaiah's endeavors to further the objectives of our organization.”

# Coversheet

## June 23, 2022 draft Board Meeting Minutes

**Section:** II. Consent Agenda  
**Item:** A. June 23, 2022 draft Board Meeting Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for GCA Board of Trustees Meeting on June 23, 2022

APPROVED



**GOLDEN**  
CHARTER ACADEMY

## Golden Charter Academy

# Minutes

## GCA Board of Trustees Meeting

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### Date and Time

Thursday June 23, 2022 at 2:30 PM

### Location

Golden Charter Academy is inviting you to a scheduled Zoom meeting.

Topic: GCA Board of Trustees Regular Meetings

Time: June 23, 2022 02:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88417324062>

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Meeting ID: 884 1732 4062

Find your local number: <https://us02web.zoom.us/u/kdLSYLrhIw>

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### **Directors Present**

B. De Vore (remote), D. Huff (remote), E. Gonzalez, S. Barton (remote)

### **Directors Absent**

K. Thomas, R. Quinto

### **Ex Officio Members Present**

M. Arellano, R. Golden

### **Non Voting Members Present**

M. Arellano, R. Golden

### **Guests Present**

E. Ewing II, J. Xiong (remote), mARTH (remote)

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## **I. Opening Items**

### **A. Call the Meeting to Order**

E. Gonzalez called a meeting of the board of directors of Golden Charter Academy to order on Thursday Jun 23, 2022 at 2:35 PM.

### **B. Roll Call**

### **C. Pledge of Allegiance**

### **D. Approval of the Agenda**

Motion to Dr. Brad Huff.

S. Barton seconded the motion.

The board **VOTED** to approve the motion.

### **E. Public Comment**

Robert Golden - Hired Eric Ewing as Office Manager. Jackie Xiong will be taking minutes for Board Meetings moving forward.

## **II. Consent Agenda**

### **A. May 19, 2022 draft Board Meeting Minutes**

D. Huff made a motion to approve the minutes from GCA Board of Trustees Meeting on 05-19-22.

S. Barton seconded the motion.

The board **VOTED** to approve the motion.  
Motion to Dr. Brad Huff.  
S. Barton seconded the motion.  
The board **VOTED** to approve the motion.

**B. Financial Warrants**

**C. Approval of the Consent Agenda**

**III. Information / Discussion**

**A. Reports and Updates**

1. Principal Report (Mandy Breuer, Principal)

GOLDuation May 27th. 9-day Summer Reading Program on campus 6/13-6/24. Served 50 GCA students for Summer Camp at Fresno Chaffee Zoo. Golden Guardian stewardship program launched this week, ending in August. Launching New to GCA events for new enrolling families led by current parents. Week of August 1st, all staff PD. Hiring one teacher for 22-23 SY. LCAP, to increase our ELA, Math and Science reports. 22-23 first day of school August 9th.

2. CEO Report (Robert Golden, President & CEO)

Finished our inaugural school year with a GOLDuation. (GOLDuation/Golden Olympic Video Shared). Room for elevation for second year. Enrollment - 1 available spot for 22-23 SY to hit max capacity (4th grade). Around 40 students on waitlist. Currently one vacant teacher position available for next SY. Adjustment to salary schedule to compete with other schools and district. GCA Summer Reading Program providing opportunities for our students growth. July 25th - New to GCA institute and new hires at FZC for Zoo Docent training. August 1st - official day teachers/certified staff contract start date. GCA teachers will be provided with community outreach around the city and with Mayor Dyer. July 26th - 29th, orientation for the new school year. An opportunity to connect with GCA families and the community. Community Relations Coordinator, Kimiko Wright (parent, para, substitute teacher). Announcement of partnership with Fresno State Athletic Head Coach and Coordinator. Providing reading, leadership and higher education services. Pacific Charter School Development (permant facility partners) introduction. The goal is to have a state of the art facility. Looking for to GCA 2.0.

3. Financial Report (Jim Weber, Charter Impact)

Goal ending fund balance 3% possible with increased federal support. 2022/23 budget ad LCAP due June 30th. Anticipate budget revision in August following state budget. May changes - increased curriculum and student transportation. Book and supplies - increased curriculum and consumable materials, reduced food forecast. Operations - increased utilities and janitorial services. Professional Services - increased IT, grant consulting, school activities and public relations. 2022-23 purchases will require



additional cash flow - PCSGP provides significant funding but slow receipts. Will see the effects of PCSGP beginning

**B. Pacific Charter School Development**

Kahlmus Eatman (PCSD)

Mission based organization working exclusively with charter schools. Provide access to Capital, making it more affordable for schools. Here to create a long-term home, a permanent facility. Providing the best services within the budget available. In the process of negotiating the escrow for the land and approvals for the plans.

**C. Sub Stipend Adjustment**

**D. Hiring Start Rate Adjustment for Certificated Staff**

**IV. Action Items**

**A. Approval of Principal Mandy Breuer Contract for 2022-2023 School Year**

Motion to Dr. Brad Huff.

B. De Vore seconded the motion.

The board **VOTED** to approve the motion.

**B. Approval of 2022-23 contract for CEO/Head of School Robert Golden**

E. Gonzalez made a motion to Dr. Brad Huff.

B. De Vore seconded the motion.

The board **VOTED** to approve the motion.

**C. Approval of Campus Safety Coordinator Job Description and Salary Scale**

Motion to Dr. Brad Huff.

B. De Vore seconded the motion.

The board **VOTED** to approve the motion.

**D. Approval of 2022/2023 Budget**

Motion to Dr. Brad Huff.

B. De Vore seconded the motion.

The board **VOTED** to approve the motion.

**E. Approval of Adoption of 2022/2023 LCAP**

Motion to Dr. Brad Huff.

S. Barton seconded the motion.

The board **VOTED** to approve the motion.

**F.**

### **Approval of 2022/2023 EPA Spending Plan**

Motion to Dr. Brad Huff.

B. De Vore seconded the motion.

The board **VOTED** to approve the motion.

### **G. Approval of Pre Opening Cost**

### **H. Approval of Fresno Chaffee Zoo 2022-2023 Contract**

Motion to Dr. Brad Huff.

B. De Vore seconded the motion.

The board **VOTED** to approve the motion.

### **I. Approval of Extension of Escrow Addendum #6**

Motion to Dr. Brad Huff.

B. De Vore seconded the motion.

The board **VOTED** to approve the motion.

## **V. Board Member Comments**

### **A. Next Regularly Scheduled Board Meeting**

Friday, June 24, 2022

### **B. Suggested Agenda Items**

## **VI. Closing Items**

### **A. Adjourn Meeting**

Motion to Ed Gonzalez.

D. Huff seconded the motion.

The board **VOTED** to approve the motion.

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 4:17 PM.

Respectfully Submitted,

E. Gonzalez

# Coversheet

## June 24, 2022 draft Board Meeting Minutes

**Section:** II. Consent Agenda  
**Item:** B. June 24, 2022 draft Board Meeting Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for GCA Special Board of Trustees Meeting on June 24, 2022

APPROVED



**GOLDEN**  
CHARTER ACADEMY

## Golden Charter Academy

### Minutes

#### GCA Special Board of Trustees Meeting

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##### **Date and Time**

Friday June 24, 2022 at 10:00 AM

##### **Location**

Golden Charter Academy is inviting you to a scheduled Zoom meeting.

Topic: GCA Board of Trustees Regular Meetings

Time: June 23, 2022 02:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

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Find your local number: <https://us02web.zoom.us/u/kdLSYLrhIw>

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### **Directors Present**

B. De Vore (remote), D. Huff (remote), E. Gonzalez (remote), K. Thomas (remote)

### **Directors Absent**

R. Quinto, S. Barton

### **Ex Officio Members Present**

R. Golden (remote)

### **Non Voting Members Present**

R. Golden (remote)

### **Guests Present**

E. Ewing II (remote)

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## **I. Opening Items**

### **A. Call the Meeting to Order**

E. Gonzalez called a meeting of the board of directors of Golden Charter Academy to order on Friday Jun 24, 2022 at 10:05 AM.

### **B. Roll Call**

### **C. Pledge of Allegiance**

### **D. Approval of the June 24, 2022, Special Board Meeting Agenda**

## **II. Action Items**

### **A. Approval of the Hiring Start Rate Adjustment for Certificated Staff**

D. Huff made a motion to Approve.

B. De Vore seconded the motion.

The board **VOTED** unanimously to approve the motion.

## **III. Board Member Comments**

### **A. Next Regularly Scheduled Board Meeting**

### **B. Suggested Agenda Items**

## **IV. Closing Items**

### **A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 10:18 AM.

Respectfully Submitted,  
E. Gonzalez

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### **Documents used during the meeting**

- Flag1.jpg
- GCA Teacher Salary Schedule - 2022-2023 new.pdf

# Coversheet

## 2022/2023 Employment Contracts

**Section:** II. Consent Agenda  
**Item:** D. 2022/2023 Employment Contracts  
**Purpose:** Vote

**Submitted by:**

**Related Material:**

Executive Administrator Employment Contract (Robert Golden), 2022-2023.pdf  
Executive Administrator Employment Contract (Mandy), 2022-2023.pdf  
Executive Administrative Employment Contract (MCKINLEY MALIK LEE), 2022-2023.pdf  
Classified Employment Contract (Eric Ewing II), 2022-2023.pdf  
Classified Employment Contract (Xiong, Jackie), 2022-2023.pdf  
Classified Employment Contract (Padilla, Maya), 2022-2023.pdf  
Classified Employment Contract (Wright, Kimiko), 2022-2023.pdf  
Classified Employment Contract (Rodriguez, Rodrigo), 2022-2023.pdf  
Certificated Employment Contract (Akia Washington), 2022-2023.pdf  
Certificated Employment Contract (Melanie Smith), 2022-2023.pdf  
Certificated Employment Contract (LOUISE HENDRICKSON), 2022-2023.pdf  
Certificated Employment Contract (Malia Rivers), 2022-2023.pdf  
Certificated Employment Contract (Manpreet Gill), 2022-2023.pdf  
Certificated Employment Contract (MARIVEL CASTILLO), 2022-2023.pdf  
Certificated Employment Contract (Michelle Morlaes), 2022-2023.pdf  
Certificated Employment Contract (Noemy Soto-Rubio), 2022-2023.docx.pdf  
Certificated Employment Contract (Regina Harwell), 2022-2023.pdf  
Certificated Employment Contract (Robert Beach), 2022-2023.pdf  
Certificated Employment Contract (Amber Mosongo), 2022-2023.pdf  
Certificated Employment Contract (Sue Jones), 2022-2023.pdf  
Certificated Employment Contract (KIMBERLY SCARBOROUGH), 2022-2023.pdf  
Classified Employment Contract (Martell Golden), 2022-2023.pdf  
Classified Employment Contract (ASHLEY JACKSON), 2022-2023.pdf  
Classified Employment Contract (JERMAINE JACKSON), 2022-2023.pdf



# **GOLDEN**

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## **CHARTER ACADEMY**

### **GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

**ROBERT GOLDEN,  
PRESIDENT & CEO**

**BOARD OF TRUSTEES**  
*Dr. Ed González, Chair*  
*Keshia Thomas, Vice Chair*  
*Dr. Bard De Vore*  
*Dr. Brad Huff*  
*Ruth F. Quinto*  
*Scott Barton*

*Golden Charter Academy*  
*1626 W Princeton Ave*  
*Fresno, CA 93705*  
*(559) 293-3157*  
*info@goldencharteracademy.org*

## **AT-WILL EMPLOYMENT AGREEMENT 2022 – 2023**

**Between**  
**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**  
**and**  
**ROBERT GOLDEN**

THIS AT-WILL EMPLOYMENT AGREEMENT (herein referred to as “Agreement”) is entered into by and between the Board of Directors (herein referred to as “Board”) of Golden Charter Academy Public Charter School (herein referred to as “SCHOOL” or “EMPLOYER”), operating a California public charter school(s) in Fresno County, approved by the Fresno Unified School District (herein referred to as the “District”) and the above-named employee (herein referred to as “EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL’s Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOL’s Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

### **STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s Charter is available to you on our website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s Charter and to act always in accordance with the educational mission, policies, and procedures described therein. The SCHOOL has been duly approved by the Board of Education of the Fresno Unified School District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the

Position: CHIEF EXECUTIVE OFFICER/HEAD OF SCHOOL

EMPLOYEE Initials  
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# GOLDEN

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## CHARTER ACADEMY

**ROBERT GOLDEN,  
PRESIDENT &  
CEO**

**EMPLOYER OF  
TRUSTEES**

*Dr. Ed González, Chair  
Keshia Thomas, Vice Chair  
Dr. Bard De Vore  
Dr. Brad Huff  
Ruth F. Quinto  
Scott Barton*

*Golden Charter Academy  
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laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s Charter or other relevant law.

- 4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. SCHOOL has a need for the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

**A. DUTIES**

A copy of the job description for EMPLOYEE’s position as **CHIEF EXECUTIVE OFFICER/HEAD OF SCHOOL** is incorporated by reference herein (See attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of EMPLOYER. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

- 1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
- 2. Such other duties as assigned by the EMPLOYER as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that EMPLOYER may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the EMPLOYER in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary; and
- 3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL; and
- 4. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and

Position: CHIEF EXECUTIVE OFFICER/HEAD OF SCHOOL

EMPLOYEE Initials  
PAGE 2 OF 9



# GOLDEN

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## CHARTER ACADEMY

**ROBERT GOLDEN,  
PRESIDENT &  
CEO**

**EMPLOYER OF  
TRUSTEES**

*Dr. Ed González, Chair  
Keshia Thomas, Vice Chair  
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5. EMPLOYEE will perform such duties as the EMPLOYER may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone, or any other electronic device, while at home or at another location other than the school site as the EMPLOYER deems reasonable and/or necessary; and
6. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

**B. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual salary of **\$145,000**.

EMPLOYEE shall participate in five (5) days of Professional Development training on a date to be determined but shall occur prior to the start of the 2022-2023 school year. Employee shall provide proof of completion of such training in the form of daily attendance sign-in forms.

**C. BENEFITS**

Certain positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. For Classified employees, this includes payments to the State Public Employees Retirement System (CalPERS) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does include these benefits up to \$6,000.00. If EMPLOYEE selects coverage that exceeds the monthly maximum, the premium coverage amount will be deducted from the employee’s semi-monthly paycheck on a pre-tax basis.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**D. QUALIFICATIONS**

Position: CHIEF EXECUTIVE OFFICER/HEAD OF SCHOOL

At-Will Classified Executive Administrator Employment Agreement  
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Powered by BoardOnTrack

EMPLOYEE Initials  
PAGE 3 OF 9



# GOLDEN

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## CHARTER ACADEMY

**ROBERT GOLDEN,  
PRESIDENT &  
CEO**

**EMPLOYER OF  
TRUSTEES**

*Dr. Ed González, Chair  
Keshia Thomas, Vice Chair  
Dr. Bard De Vore  
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Scott Barton*

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info@goldencharteracademy.org*

EMPLOYEE understands that employment is contingent upon verification of applicable licensure, credentials, and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

**E. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein (See Attached “Exhibit C”).

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **July 1, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2023.

EMPLOYEE’s day-to-day work schedule shall be consistent with the SCHOOL’s schedule. Nothing in this paragraph or the employee’s day-to-day schedule shall alter EMPLOYEE’s At-Will employee status.

EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.

EMPLOYEE understands that there are **two-hundred and thirty-five (235)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must work days preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 7:30 a.m. through 4:30 p.m.). End time is upon completion of duties. It is the expectation of the Board that actual hours required to carry out the duties and responsibilities of the position in a satisfactory manner may exceed the regular school hours, and therefore it is the expectation of the Board that actual hours worked will exceed the above referenced minimum performance requirement. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

Position: CHIEF EXECUTIVE OFFICER/HEAD OF SCHOOL

EMPLOYEE Initials  
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# GOLDEN

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## CHARTER ACADEMY

**ROBERT GOLDEN,  
PRESIDENT &  
CEO**

**EMPLOYER OF  
TRUSTEES**

- Dr. Ed González, Chair*
- Keshia Thomas, Vice Chair*
- Dr. Bard De Vore*
- Dr. Brad Huff*
- Ruth F. Quinto*
- Scott Barton*

*Golden Charter Academy  
1626 W Princeton Ave  
Fresno, CA 93705  
(559) 293-3157  
info@goldencharteracademy.org*

**F. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs, and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by SCHOOL under this Contract, absent further agreement with EMPLOYEE.
  - a. That which is developed without use of equipment, supplies, facilities, or trade secret information of SCHOOL, and entirely on EMPLOYEE’s own time, which also (a) does not relate (1) to the business of SCHOOL; (2) to SCHOOL’s actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At SCHOOL’s expense, EMPLOYEE will cooperate with SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend SCHOOL’s intellectual property rights.

**G. PROPRIETARY PROPERTY**

SCHOOL’s proprietary property is the personal property of SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of SCHOOL’s business. As part of the consideration for EMPLOYEE’s employment and the compensation received from SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for an unauthorized purpose.
3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL proprietary information.

Position: CHIEF EXECUTIVE OFFICER/HEAD OF SCHOOL

EMPLOYEE Initials  
PAGE 5 OF 9



# GOLDEN

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## CHARTER ACADEMY

### ROBERT GOLDEN, PRESIDENT & CEO

#### EMPLOYER OF TRUSTEES

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“Proprietary Information” means information (a) that is not known by actual or potential competitors of SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to SCHOOL, and (c) that has material economic value or potential material economic value to SCHOOL’s present and future educational operations. “Proprietary Information” shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by SCHOOL.

#### H. EVALUATION

EMPLOYER will at minimum, annually evaluate and assess in writing the performance of the Head of School as specified in SCHOOL personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall be completed no later than the Board of Director’s regularly scheduled May Board Meeting. EMPLOYER may conduct monthly, quarterly or bi-annual Evaluations at any such time they deem necessary.

#### I. AT-WILL EMPLOYMENT

EMPLOYEE understands that no promise of this Agreement, a specific term of employment has been made by the EMPLOYER. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the EMPLOYER may terminate EMPLOYEE’s employment at any time with or without cause and with or without advance notice to the EMPLOYEE.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of EMPLOYER.

No one other than the EMPLOYER has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the EMPLOYER and by the affected EMPLOYEE and must specifically state the intention to alter this “at-will” relationship.

#### J. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES

EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with SCHOOL.

The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his/her/their ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to

Position: CHIEF EXECUTIVE OFFICER/HEAD OF SCHOOL

At-Will Classified Executive Administrator Employment Agreement

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engage in would result in a material and substantial disruption of the EMPLOYER’s operation without first notifying the EMPLOYER.

Any employee of SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his/her/their supervisor.

**K. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any other employment rights or property rights with SCHOOL.

**L. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in his/her/their professional capacity or within the scope of his/her/their employment whom he/she/they knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, EMPLOYEE is certifying that he/she/they is a childcare custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

**M. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.

Position: CHIEF EXECUTIVE OFFICER/HEAD OF SCHOOL



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## CHARTER ACADEMY

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**CEO**

**EMPLOYER OF**  
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4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.

Position: CHIEF EXECUTIVE OFFICER/HEAD OF SCHOOL

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# GOLDEN CHARTER ACADEMY

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**N. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

1. I have read this Agreement and accept employment with SCHOOL on terms specified herein.
2. All information I have provided to SCHOOL related to my employment is true and accurate.
3. I have received and reviewed the job description for this position and understand my job duties.
4. I have received, reviewed, and signed the SCHOOL Employer/Employee Arbitration Agreement.
5. I have received and reviewed the SCHOOL calendar.
6. I have received, reviewed, and signed the Employee Handbook.

EMPLOYEE Signature:

Date:

Address:

Telephone:

SCHOOL Signature:

**Board Chair, Dr. Ed González**

**Date**

***This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy.***

Position: CHIEF EXECUTIVE OFFICER/HEAD OF SCHOOL

At-Will Classified Executive Administrator Employment Agreement

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# **GOLDEN**

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## **CHARTER ACADEMY**

### **GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

## **AT-WILL EMPLOYMENT AGREEMENT 2022 – 2023**

**Between**

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

**and**

**AMANDA (MANDY) J. BREUER**

**ROBERT GOLDEN,  
PRESIDENT & CEO**

**EMPLOYER OF  
TRUSTEES**

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THIS AT-WILL EMPLOYMENT AGREEMENT (herein referred to as “Agreement”) is entered into by and between the Board of Directors (herein referred to as “Board”) of Golden Charter Academy Public Charter School (herein referred to as “SCHOOL” or “EMPLOYER”), operating a California public charter school(s) in Fresno County, approved by the Fresno Unified School District (herein referred to as the “District”) and the above-named employee (herein referred to as “EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL’s Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOL’s Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

### **STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s Charter is available to you on our website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s Charter and to act always in accordance with the educational mission, policies, and procedures described therein. The SCHOOL has been duly approved by the Board of Education of the Fresno Unified School District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s Charter or other relevant law.



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4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

**A. DUTIES**

A copy of the job description for EMPLOYEE’s position as **PRINCIPAL** is incorporated by reference herein (See attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of EMPLOYER. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the EMPLOYER as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that EMPLOYER may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the EMPLOYER in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL; and
4. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
5. EMPLOYEE will perform such duties as the EMPLOYER may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone, or any other electronic device, while at home or at another location other than the school site as the EMPLOYER deems reasonable and/or necessary; and



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6. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

**B. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual salary of **\$120,000**.

EMPLOYEE shall participate in five (5) days of Professional Development training on a date to be determined but shall occur prior to the start of the 2022-2023 school year. Employee shall provide proof of completion of such training in the form of daily attendance sign-in forms.

**C. BENEFITS**

Certain positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the State Public Employees Retirement System (CalPERS) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium overage amount will be deducted from the employee’s semi-monthly paycheck on a pre-tax basis.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.



# GOLDEN

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### **D. QUALIFICATIONS**

EMPLOYEE must maintain all required credentials and licenses necessary to perform the duties described herein while EMPLOYEE is employed by SCHOOL. EMPLOYEE understands that employment is contingent upon verification of applicable licensure, credentials, and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

*General Education/Core Class Certificated Assignment*

The EMPLOYEE must maintain, or will obtain, a valid California teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificate of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) as required by law, and at all times thereafter must maintain a valid California teaching credential as required for the EMPLOYEE's certificated assignments while EMPLOYEE is employed by the SCHOOL.

*Non-Core/Non-General Education Certificated Assignment*

EMPLOYEE understands that if teaching a non-core or non-general education subject EMPLOYEE must maintain, or will obtain, a valid teaching credential or certificate as required for the EMPLOYEE's certificated assignment as required for the EMPLOYEE's certificated assignment (obtain a certificate of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) on or by July 1, 2025.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education, and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This contract may be terminated at any time if EMPLOYEE fails to maintain (general education certificated assignment) or to obtain a valid teaching credential (non-core/non-general education certificated assignment) as required for the EMPLOYEE's certificated assignment by July 1, 2025.

### **E. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein (See Attached "Exhibit C").

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **July 1, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2023.



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EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.

EMPLOYEE understands that there are **one-hundred and seventy-five (175)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must work days preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 7:30 a.m. through 4:30 p.m.). End time is upon completion of duties. It is the expectation of the Board that actual hours required to carry out the duties and responsibilities of the position in a satisfactory manner may exceed the regular school hours, and therefore it is the expectation of the Board that actual hours worked will exceed the above referenced minimum performance requirement. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

### **F. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs, and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by SCHOOL under this Contract, absent further agreement with EMPLOYEE.
  - a. That which is developed without use of equipment, supplies, facilities, or trade secret information of SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not relate (1) to the business of SCHOOL; (2) to SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870).





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2. *Protection.* SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At SCHOOL's expense, EMPLOYEE will cooperate with SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend SCHOOL's intellectual property rights.

### **G. PROPRIETARY PROPERTY**

SCHOOL's proprietary property is the personal property of SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of SCHOOL's business. As part of the consideration for EMPLOYEE's employment and the compensation received from SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for an unauthorized purpose.
3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to SCHOOL, and (c) that has material economic value or potential material economic value to SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by SCHOOL.

### **H. EVALUATION**

EMPLOYER will at minimum, annually evaluate and assess in writing the performance of the Head of School as specified in SCHOOL personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall be completed no later than the Board of Director's regularly scheduled May Board Meeting.



# GOLDEN

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## CHARTER ACADEMY

**ROBERT GOLDEN,  
PRESIDENT & CEO**

**EMPLOYER OF  
TRUSTEES**

*Dr. Ed González, Chair  
Keshia Thomas, Vice Chair  
Dr. Bard De Vore  
Dr. Brad Huff  
Ruth F. Quinto  
Scott Barton*

*Golden Charter Academy  
1626 W Princeton Ave  
Fresno, CA 93705  
(559) 293-3157  
info@goldencharteracademy.org*

**I. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of this Agreement, a specific term of employment has been made by the EMPLOYER. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the EMPLOYER may terminate EMPLOYEE’s employment at any time with or without cause and with or without advance notice to the EMPLOYEE.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of EMPLOYER.

No one other than the EMPLOYER has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the EMPLOYER and by the affected EMPLOYEE and must specifically state the intention to alter this “at-will” relationship.

**J. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with SCHOOL.

The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his/her/their ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER’s operation without first notifying the EMPLOYER.

Any employee of SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his/her/their supervisor.

**K. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any other employment rights or property rights with SCHOOL.

**L. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in his/her/their professional capacity or within the scope of his/her/their employment whom he/she/they knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.



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By executing this Agreement, EMPLOYEE is certifying that he/she/they is a childcare custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

**M. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.





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**N. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

1. I have read this Agreement and accept employment with SCHOOL on terms specified herein.
2. All information I have provided to SCHOOL related to my employment is true and accurate.
3. I have received and reviewed the job description for this position and understand my job duties.
4. I have received, reviewed, and signed the SCHOOL Employer/Employee Arbitration Agreement.
5. I have received and reviewed the SCHOOL calendar.
6. I have received, reviewed, and signed the Employee Handbook.

EMPLOYEE Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Signature: \_\_\_\_\_

\_\_\_\_\_  
Chief Executive Officer, Robert Golden

\_\_\_\_\_  
Date

***This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy Public Charter School.***



# GOLDEN CHARTER ACADEMY

## GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

### AT-WILL EMPLOYMENT AGREEMENT 2022 – 2023

Between

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

and

**MCKINLEY MALIK LEE**

THIS AT-WILL EMPLOYMENT AGREEMENT (herein referred to as “Agreement”) is entered into by and between the Board of Directors (herein referred to as “Board”) of Golden Charter Academy Public Charter School (herein referred to as “SCHOOL” or “EMPLOYER”), operating a California public charter school(s) in Fresno County, approved by the Fresno Unified School District (herein referred to as the “District”) and the above-named employee (herein referred to as “EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL’s Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOL’s Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

#### **A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s Charter is available to you on our website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s Charter and to act always in accordance with the educational mission, policies, and procedures described therein. The SCHOOL has been duly approved by the Board of Education of the Fresno Unified School District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s Charter or other relevant law.

**ROBERT GOLDEN,  
PRESIDENT & CEO**

#### **EMPLOYER OF TRUSTEES**

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4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as **EXECUTIVE ASSISTANT** is incorporated by reference herein (See attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of EMPLOYER. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the EMPLOYER as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that EMPLOYER may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the EMPLOYER in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL; and
4. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
5. EMPLOYEE will perform such duties as the EMPLOYER may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone, or any other electronic device, while at home or at another location other than the school site as the EMPLOYER deems reasonable and/or necessary; and



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6. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

**C. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual salary of **\$70,000**.

EMPLOYEE shall participate in five (5) days of Professional Development training on a date to be determined but shall occur prior to the start of the 2022-2023 school year. Employee shall provide proof of completion of such training in the form of daily attendance sign-in forms.

**D. BENEFITS**

Certain positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the State Public Employees Retirement System (CalPERS) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium overage amount will be deducted from the employee’s semi-monthly paycheck on a pre-tax basis.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.



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### **E. QUALIFICATIONS**

EMPLOYEE must maintain all required credentials and licenses necessary to perform the duties described herein while EMPLOYEE is employed by SCHOOL. EMPLOYEE understands that employment is contingent upon verification of applicable licensure, credentials, and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

### **F. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **June 13, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2023.

EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.

EMPLOYEE understands that there are **two-hundred and thirteen five (235)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must work days preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 7:30 a.m. through 4:30 p.m.). End time is upon completion of duties. It is the expectation of the Board that actual hours required to carry out the duties and responsibilities of the position in a satisfactory manner may exceed the regular school hours, and therefore it is the expectation of the Board that actual hours worked will exceed the above referenced minimum performance requirement. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.





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### **G. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs, and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by SCHOOL under this Contract, absent further agreement with EMPLOYEE.
  - a. That which is developed without use of equipment, supplies, facilities, or trade secret information of SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not relate (1) to the business of SCHOOL; (2) to SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At SCHOOL's expense, EMPLOYEE will cooperate with SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend SCHOOL's intellectual property rights.

### **H. PROPRIETARY PROPERTY**

SCHOOL's proprietary property is the personal property of SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of SCHOOL's business. As part of the consideration for EMPLOYEE's employment and the compensation received from SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for an unauthorized purpose.
3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL proprietary information.



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**I. EVALUATION**

EMPLOYER will at minimum, annually evaluate and assess in writing the performance of the Head of School as specified in SCHOOL personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall be completed no later than the Board of Director’s regularly scheduled May Board Meeting.

**J. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of this Agreement, a specific term of employment has been made by the EMPLOYER. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the EMPLOYER may terminate EMPLOYEE’s employment at any time with or without cause and with or without advance notice to the EMPLOYEE.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of EMPLOYER.

No one other than the EMPLOYER has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the EMPLOYER and by the affected EMPLOYEE and must specifically state the intention to alter this “at-will” relationship.

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The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his/her/their ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER’s operation without first notifying the EMPLOYER.





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During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any other employment rights or property rights with SCHOOL.

**M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

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By executing this Agreement, EMPLOYEE is certifying that he/she/they is a childcare custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

**N. GENERAL PROVISIONS**

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2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.



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5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.



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1. I have read this Agreement and accept employment with SCHOOL on terms specified herein.
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3. I have received and reviewed the job description for this position and understand my job duties.
4. I have received, reviewed, and signed the SCHOOL Employer/Employee Arbitration Agreement.
5. I have received and reviewed the SCHOOL calendar.
6. I have received, reviewed, and signed the Employee Handbook.

EMPLOYEE Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Signature:

\_\_\_\_\_  
**Chief Executive Officer, Robert Golden**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Principal, Amanda Breuer**

\_\_\_\_\_  
**Date**

***This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy Public Charter School.***



# GOLDEN CHARTER ACADEMY

## GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

### AT-WILL EMPLOYMENT AGREEMENT 2022 – 2023

Between

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

and

**ERIC EWING II**

THIS AT-WILL EMPLOYMENT AGREEMENT (herein referred to as “Agreement”) is entered into by and between the Board of Directors (herein referred to as “Board”) of Golden Charter Academy Public Charter School (herein referred to as “SCHOOL” or “EMPLOYER”), operating a California public charter school(s) in Fresno County(ies), approved by the Fresno Unified School District (herein referred to as the “District(s)”) and the above-named employee (herein referred to as “EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL’s Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOL’s Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

#### **A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s Charter is available to you on our website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s Charter and to act always in accordance with the educational mission, policies, and procedures described therein. The SCHOOL has been duly approved by the Board of Education District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s Charter or other relevant law.

**ROBERT GOLDEN,  
PRESIDENT & CEO**

**BOARD OF TRUSTEES**

*Dr. Ed González, Chair  
Keshia Thomas, Vice Chair  
Dr. Bard De Vore  
Dr. Brad Huff  
Ruth F. Quinto  
Scott Barton*

*Golden Charter Academy  
1626 W Princeton Ave  
Fresno, CA, 93705  
(559) 293-3157  
info@goldencharteracademy.org*



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## CHARTER ACADEMY

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4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as **Office Manager** is incorporated by reference herein (See attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the SCHOOL in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL; and
4. EMPLOYEE will accurately record time worked. Time worked is all the time actually spent on the job performing assigned duties. EMPLOYEE is required to record accurately the time they begin and end their work, as well as the beginning and ending time of each meal period, and the beginning and ending time of any split shift or departure from work for personal reasons. For this purpose, EMPLOYEE is required to log in and out on SCHOOL’s clock, including the beginning of the day, the beginning and end of meal periods, and the end of the workday; and



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5. If EMPLOYEE forgets to record his/her/their time, the Principal may make the correction and the change must be initiated by both EMPLOYEE and Principal. EMPLOYEE will sign their time record to certify the accuracy of all time recorded; and
6. EMPLOYEE understands altering, falsifying or tampering with timekeeping records, recording on a time card hours not worked, working hours not recorded on your time sheet (i.e., working “off the clock”), having someone else record your time or recording another employee’s time, and performing overtime work not specifically authorized in advance are all serious violations of SCHOOL policy which may result in disciplinary action, up to and including termination; and
7. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
8. EMPLOYEE will perform such duties as the SCHOOL may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone or any other electronic device, while at home or at another location other than the school site as the SCHOOL deems reasonable and/or necessary; and
9. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

**C. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an hourly rate of \$24.00.

**D. BENEFITS**

Certain positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the Federal Insurance Contributions Act (FICA) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.





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Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium coverage amount will be deducted from the employee’s semi-monthly paycheck on a pre-tax basis.

All classified employees will participate in The Federal Insurance Contributions Act (FICA) in accordance with federal regulations. The Golden Charter Academy has established a 403(B) plan for its classified employees. Each employee would be able to contribute a dollar amount or a percentage of their salary into the plan which would reduce salary. The company would match up to 3% of their 403(B) contribution.

The contribution made by the company would be subject to a vesting schedule. An employee must work for GCA for 6 years to have a right to 100% of the company’s contribution.	<table border="0"> <tr><td>1 year</td><td>0%</td></tr> <tr><td>2 years</td><td>20%</td></tr> <tr><td>3 years</td><td>40%</td></tr> <tr><td>4 years</td><td>60%</td></tr> <tr><td>5 years</td><td>80%</td></tr> <tr><td>6 years</td><td>100%</td></tr> </table>	1 year	0%	2 years	20%	3 years	40%	4 years	60%	5 years	80%	6 years	100%
1 year	0%												
2 years	20%												
3 years	40%												
4 years	60%												
5 years	80%												
6 years	100%												

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**E. QUALIFICATIONS**

The EMPLOYEE must maintain all required credentials and licenses necessary to perform the duties described herein while EMPLOYEE is employed by SCHOOL. EMPLOYEE understands that employment is contingent upon verification of applicable licensure, credentials, and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

**F. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **June 13, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2023.





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EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule, as applicable to the EMPLOYEE's job description. Nothing in this paragraph or the employee's day-to-day schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.

EMPLOYEE understands that there are **two-hundred and thirty-five (235)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular OR after school hours (approximately 7:30 a.m. through 4:30 p.m.). As this position is non-exempt from overtime, if it is necessary in order to carry out the duties and responsibilities of the position in a satisfactory manner for EMPLOYEE to exceed the proscribed work schedule herein EMPLOYEE must obtain prior written approval from a designated supervisor for overtime before working overtime hours. EMPLOYEE agrees that he/she/they shall not be compensated for unapproved overtime hours. It is the expectation of the Board that actual hours worked will not exceed the above referenced performance requirement, unless deemed necessary and approved by a supervisor.

### **G. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs, and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by SCHOOL under this Contract, absent further agreement with EMPLOYEE.
  - a. That which is developed without use of equipment, supplies, facilities, or trade secret information of SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not related (1) to the business of SCHOOL; (2) to SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.



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3. *Cooperation.* At SCHOOL’s expense, EMPLOYEE will cooperate with SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend SCHOOL’s intellectual property rights.

**H. PROPRIETARY PROPERTY**

The SCHOOL’s proprietary property is the personal property of SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of SCHOOL’s business. As part of the consideration for EMPLOYEE’s employment and the compensation received from SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for an unauthorized purpose.
3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL proprietary information.

“Proprietary Information” means information (a) that is not known by actual or potential competitors of SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to SCHOOL, and (c) that has material economic value or potential material economic value to SCHOOL’s present and future educational operations. “Proprietary Information” shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by SCHOOL.

**I. EVALUATION**

EMPLOYER will at minimum, annually evaluate and assess in writing the performance of the EMPLOYEE as specified in SCHOOL personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall occur no later than the Board of Director’s regularly scheduled May Board Meeting.



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## CHARTER ACADEMY

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### **J. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of this Agreement, a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice to the EMPLOYEE.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of SCHOOL.

No one other than the Board of SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

### **K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with SCHOOL.

The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his/her/their ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER's operation without first notifying the EMPLOYER.

Any employee of SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his/her/their supervisor. If the employee still believes that performing the off-duty job is allowable, the EMPLOYEE agrees to provide the SCHOOL in writing, before commencing the outside job, a detailed description of the work to be performed and the hours of the proposed work.

### **L. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any other employment rights or property rights with SCHOOL.

### **M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in his/her/their professional capacity or within the scope of his/her/their employment whom he/she/they knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically



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possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, EMPLOYEE is certifying that he/she/they is a childcare custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

### **N. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.



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**O. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

1. I have read this Agreement and accept employment with SCHOOL on terms specified herein.
2. All information I have provided to SCHOOL related to my employment is true and accurate.
3. I have received and reviewed the job description for this position and understand my job duties.
4. I have received, reviewed, and signed the SCHOOL Employer/Employee Arbitration Agreement.
5. I have received and reviewed the SCHOOL calendar.
6. I have received, reviewed, and signed the Employee Handbook.

EMPLOYEE Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Signature:

\_\_\_\_\_  
**Chief Executive Officer, Robert Golden**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Principal, Amanda Breuer**

\_\_\_\_\_  
**Date**

***This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy Public Charter School.***





# GOLDEN CHARTER ACADEMY

## GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

### AT-WILL EMPLOYMENT AGREEMENT 2022 – 2023

Between

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**  
and  
**JACKIE XIONG**

THIS AT-WILL EMPLOYMENT AGREEMENT (herein referred to as “Agreement”) is entered into by and between the Board of Directors (herein referred to as “Board”) of Golden Charter Academy Public Charter School (herein referred to as “SCHOOL” or “EMPLOYER”), operating a California public charter school(s) in Fresno County(ies), approved by the Fresno Unified School District (herein referred to as the “District(s)”) and the above-named employee (herein referred to as “EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL’s Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOL’s Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

#### **A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s Charter is available to you on our website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s Charter and to act always in accordance with the educational mission, policies, and procedures described therein. The SCHOOL has been duly approved by the Board of Education District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s Charter or other relevant law.

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4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as **Administrative Assistant** is incorporated by reference herein (See attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the SCHOOL in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL; and
4. EMPLOYEE will accurately record time worked. Time worked is all the time actually spent on the job performing assigned duties. EMPLOYEE is required to record accurately the time they begin and end their work, as well as the beginning and ending time of each meal period, and the beginning and ending time of any split shift or departure from work for personal reasons. For this purpose, EMPLOYEE is required to log in and out on SCHOOL’s clock, including the beginning of the day, the beginning and end of meal periods, and the end of the workday; and





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5. If EMPLOYEE forgets to record his/her/their time, the Principal may make the correction and the change must be initiated by both EMPLOYEE and Principal. EMPLOYEE will sign their time record to certify the accuracy of all time recorded; and
6. EMPLOYEE understands altering, falsifying or tampering with timekeeping records, recording on a time card hours not worked, working hours not recorded on your time sheet (i.e., working “off the clock”), having someone else record your time or recording another employee’s time, and performing overtime work not specifically authorized in advance are all serious violations of SCHOOL policy which may result in disciplinary action, up to and including termination; and
7. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
8. EMPLOYEE will perform such duties as the SCHOOL may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone or any other electronic device, while at home or at another location other than the school site as the SCHOOL deems reasonable and/or necessary; and
9. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

**C. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an hourly rate of **\$20.75**.

**D. BENEFITS**

Certain positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the Federal Insurance Contributions Act (FICA) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.



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## CHARTER ACADEMY

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Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium coverage amount will be deducted from the employee's semi-monthly paycheck on a pre-tax basis.

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The contribution made by the company would be subject to a vesting schedule. An employee must work for GCA for 6 years to have a right to 100% of the company's contribution.	1 year	0%
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EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

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The EMPLOYEE must maintain all required credentials and licenses necessary to perform the duties described herein while EMPLOYEE is employed by SCHOOL. EMPLOYEE understands that employment is contingent upon verification of applicable licensure, credentials, and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

### **F. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **July 11, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2022.



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EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.

EMPLOYEE understands that there are **two-hundred and thirty-one (231)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular OR after school hours (approximately 7:30 a.m. through 4:30 p.m.). As this position is non-exempt from overtime, if it is necessary in order to carry out the duties and responsibilities of the position in a satisfactory manner for EMPLOYEE to exceed the proscribed work schedule herein EMPLOYEE must obtain prior written approval from a designated supervisor for overtime before working overtime hours. EMPLOYEE agrees that he/she/they shall not be compensated for unapproved overtime hours. It is the expectation of the Board that actual hours worked will not exceed the above referenced performance requirement, unless deemed necessary and approved by a supervisor.

### **G. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs, and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by SCHOOL under this Contract, absent further agreement with EMPLOYEE.
  - a. That which is developed without use of equipment, supplies, facilities, or trade secret information of SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not related (1) to the business of SCHOOL; (2) to SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.



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3. *Cooperation.* At SCHOOL’s expense, EMPLOYEE will cooperate with SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend SCHOOL’s intellectual property rights.

### **H. PROPRIETARY PROPERTY**

The SCHOOL’s proprietary property is the personal property of SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of SCHOOL’s business. As part of the consideration for EMPLOYEE’s employment and the compensation received from SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for an unauthorized purpose.
3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL proprietary information.

“Proprietary Information” means information (a) that is not known by actual or potential competitors of SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to SCHOOL, and (c) that has material economic value or potential material economic value to SCHOOL’s present and future educational operations. “Proprietary Information” shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by SCHOOL.

### **I. EVALUATION**

EMPLOYER will at minimum, annually evaluate and assess in writing the performance of the EMPLOYEE as specified in SCHOOL personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall occur no later than the Board of Director’s regularly scheduled May Board Meeting.



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### **J. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of this Agreement, a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice to the EMPLOYEE.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of SCHOOL.

No one other than the Board of SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

### **K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with SCHOOL.

The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his/her/their ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER's operation without first notifying the EMPLOYER.

Any employee of SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his/her/their supervisor. If the employee still believes that performing the off-duty job is allowable, the EMPLOYEE agrees to provide the SCHOOL in writing, before commencing the outside job, a detailed description of the work to be performed and the hours of the proposed work.

### **L. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any other employment rights or property rights with SCHOOL.

### **M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in his/her/their professional capacity or within the scope of his/her/their employment whom he/she/they knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically





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possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, EMPLOYEE is certifying that he/she/they is a childcare custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

### **N. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.





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**O. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

1. I have read this Agreement and accept employment with SCHOOL on terms specified herein.
2. All information I have provided to SCHOOL related to my employment is true and accurate.
3. I have received and reviewed the job description for this position and understand my job duties.
4. I have received, reviewed, and signed the SCHOOL Employer/Employee Arbitration Agreement.
5. I have received and reviewed the SCHOOL calendar.
6. I have received, reviewed, and signed the Employee Handbook.

EMPLOYEE Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Signature:

\_\_\_\_\_  
**Chief Executive Officer, Robert Golden**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Principal, Amanda Breuer**

\_\_\_\_\_  
**Date**

***This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy Public Charter School.***



# GOLDEN CHARTER ACADEMY

## GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

### AT-WILL EMPLOYMENT AGREEMENT 2022 – 2023

Between

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

and

**MAYA Z. PADILLA**

THIS AT-WILL EMPLOYMENT AGREEMENT (herein referred to as “Agreement”) is entered into by and between the Board of Directors (herein referred to as “Board”) of Golden Charter Academy Public Charter School (herein referred to as “SCHOOL” or “EMPLOYER”), operating a California public charter school(s) in Fresno County(ies), approved by the Fresno Unified School District (herein referred to as the “District(s)”) and the above-named employee (herein referred to as “EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL’s Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOL’s Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

#### **A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s Charter is available to you on our website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s Charter and to act always in accordance with the educational mission, policies, and procedures described therein. The SCHOOL has been duly approved by the Board of Education District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s Charter or other relevant law.

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4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as **Attendance Secretary** is incorporated by reference herein (See attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the SCHOOL in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL; and
4. EMPLOYEE will accurately record time worked. Time worked is all the time actually spent on the job performing assigned duties. EMPLOYEE is required to record accurately the time they begin and end their work, as well as the beginning and ending time of each meal period, and the beginning and ending time of any split shift or departure from work for personal reasons. For this purpose, EMPLOYEE is required to log in and out on SCHOOL’s clock, including the beginning of the day, the beginning and end of meal periods, and the end of the workday; and



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5. If EMPLOYEE forgets to record his/her/their time, the Principal may make the correction and the change must be initiated by both EMPLOYEE and Principal. EMPLOYEE will sign their time record to certify the accuracy of all time recorded; and
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7. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
8. EMPLOYEE will perform such duties as the SCHOOL may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone or any other electronic device, while at home or at another location other than the school site as the SCHOOL deems reasonable and/or necessary; and
9. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

**C. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an hourly rate of **\$18.00**.

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Certain positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the Federal Insurance Contributions Act (FICA) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.



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The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **July 11, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2022.





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EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.

EMPLOYEE understands that there are **two-hundred and thirteen (231)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular OR after school hours (approximately 7:30 a.m. through 4:30 p.m.). As this position is non-exempt from overtime, if it is necessary in order to carry out the duties and responsibilities of the position in a satisfactory manner for EMPLOYEE to exceed the proscribed work schedule herein EMPLOYEE must obtain prior written approval from a designated supervisor for overtime before working overtime hours. EMPLOYEE agrees that he/she/they shall not be compensated for unapproved overtime hours. It is the expectation of the Board that actual hours worked will not exceed the above referenced performance requirement, unless deemed necessary and approved by a supervisor.

### **G. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs, and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by SCHOOL under this Contract, absent further agreement with EMPLOYEE.
  - a. That which is developed without use of equipment, supplies, facilities, or trade secret information of SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not related (1) to the business of SCHOOL; (2) to SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.





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## CHARTER ACADEMY

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3. *Cooperation.* At SCHOOL’s expense, EMPLOYEE will cooperate with SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend SCHOOL’s intellectual property rights.

**H. PROPRIETARY PROPERTY**

The SCHOOL’s proprietary property is the personal property of SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of SCHOOL’s business. As part of the consideration for EMPLOYEE’s employment and the compensation received from SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for an unauthorized purpose.
3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL proprietary information.

“Proprietary Information” means information (a) that is not known by actual or potential competitors of SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to SCHOOL, and (c) that has material economic value or potential material economic value to SCHOOL’s present and future educational operations. “Proprietary Information” shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by SCHOOL.

**I. EVALUATION**

EMPLOYER will at minimum, annually evaluate and assess in writing the performance of the EMPLOYEE as specified in SCHOOL personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall occur no later than the Board of Director’s regularly scheduled May Board Meeting.



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**J. AT-WILL EMPLOYMENT**

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EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of SCHOOL.

No one other than the Board of SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this “at-will” relationship.

**K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with SCHOOL.

The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his/her/their ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER’s operation without first notifying the EMPLOYER.

Any employee of SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his/her/their supervisor. If the employee still believes that performing the off-duty job is allowable, the EMPLOYEE agrees to provide the SCHOOL in writing, before commencing the outside job, a detailed description of the work to be performed and the hours of the proposed work.

**L. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any other employment rights or property rights with SCHOOL.

**M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in his/her/their professional capacity or within the scope of his/her/their employment whom he/she/they knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically



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possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, EMPLOYEE is certifying that he/she/they is a childcare custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

### **N. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.



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**O. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

1. I have read this Agreement and accept employment with SCHOOL on terms specified herein.
2. All information I have provided to SCHOOL related to my employment is true and accurate.
3. I have received and reviewed the job description for this position and understand my job duties.
4. I have received, reviewed, and signed the SCHOOL Employer/Employee Arbitration Agreement.
5. I have received and reviewed the SCHOOL calendar.
6. I have received, reviewed, and signed the Employee Handbook.

EMPLOYEE Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Signature:

\_\_\_\_\_  
**Chief Executive Officer, Robert Golden**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Principal, Amanda Breuer**

\_\_\_\_\_  
**Date**

***This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy Public Charter School.***



# GOLDEN CHARTER ACADEMY

## GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

### AT-WILL EMPLOYMENT AGREEMENT 2021 – 2022

Between

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

and

**KIMIKO WRIGHT (AKA AKINA)**

THIS AT-WILL EMPLOYMENT AGREEMENT (herein referred to as “Agreement”) is entered into by and between the Board of Directors (herein referred to as “Board”) of Golden Charter Academy Public Charter School (herein referred to as “SCHOOL” or “EMPLOYER”), operating a California public charter school(s) in Fresno County(ies), approved by the Fresno Unified School District (herein referred to as the “District(s)”) and the above-named employee (herein referred to as “EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL’s Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOL’s Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

#### **A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s Charter is available to you on our website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s Charter and to act always in accordance with the educational mission, policies, and procedures described therein. The SCHOOL has been duly approved by the Board of Education District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s Charter or other relevant law.

**ROBERT GOLDEN,  
PRESIDENT & CEO**

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4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as **Community Relations Coordinator** is incorporated by reference herein (See attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the SCHOOL in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL; and
4. EMPLOYEE will accurately record time worked. Time worked is all the time actually spent on the job performing assigned duties. EMPLOYEE is required to record accurately the time they begin and end their work, as well as the beginning and ending time of each meal period, and the beginning and ending time of any split shift or departure from work for personal reasons. For this purpose, EMPLOYEE is required to log in and out on SCHOOL’s clock, including the beginning of the day, the beginning and end of meal periods, and the end of the workday; and





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5. If EMPLOYEE forgets to record his/her/their time, the Principal may make the correction and the change must be initiated by both EMPLOYEE and Principal. EMPLOYEE will sign their time record to certify the accuracy of all time recorded; and
6. EMPLOYEE understands altering, falsifying or tampering with timekeeping records, recording on a time card hours not worked, working hours not recorded on your time sheet (i.e., working “off the clock”), having someone else record your time or recording another employee’s time, and performing overtime work not specifically authorized in advance are all serious violations of SCHOOL policy which may result in disciplinary action, up to and including termination; and
7. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
8. EMPLOYEE will perform such duties as the SCHOOL may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone or any other electronic device, while at home or at another location other than the school site as the SCHOOL deems reasonable and/or necessary; and
9. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

**C. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an hourly rate of **\$22.50**.

**D. BENEFITS**

Certain positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the Federal Insurance Contributions Act (FICA) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.



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Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium overage amount will be deducted from the employee's semi-monthly paycheck on a pre-tax basis.

All classified employees will participate in The Federal Insurance Contributions Act (FICA) in accordance with federal regulations. The Golden Charter Academy has established a 403(B) plan for its classified employees. Each employee would be able to contribute a dollar amount or a percentage of their salary into the plan which would reduce salary. The company would match up to 3% of their 403(B) contribution.

The contribution made by the company would be subject to a vesting schedule. An employee must work for GCA for 6 years to have a right to 100% of the company's contribution.	1 year	0%
	2 years	20%
	3 years	40%
	4 years	60%
	5 years	80%
	6 years	100%

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

### **E. QUALIFICATIONS**

The EMPLOYEE must maintain all required credentials and licenses necessary to perform the duties described herein while EMPLOYEE is employed by SCHOOL. EMPLOYEE understands that employment is contingent upon verification of applicable licensure, credentials, and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

### **F. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **July 11, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2022.



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EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule, as applicable to the EMPLOYEE's job description. Nothing in this paragraph or the employee's day-to-day schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.

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As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular OR after school hours (approximately 7:30 a.m. through 4:30 p.m.). As this position is non-exempt from overtime, if it is necessary in order to carry out the duties and responsibilities of the position in a satisfactory manner for EMPLOYEE to exceed the proscribed work schedule herein EMPLOYEE must obtain prior written approval from a designated supervisor for overtime before working overtime hours. EMPLOYEE agrees that he/she/they shall not be compensated for unapproved overtime hours. It is the expectation of the Board that actual hours worked will not exceed the above referenced performance requirement, unless deemed necessary and approved by a supervisor.

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  - a. That which is developed without use of equipment, supplies, facilities, or trade secret information of SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not related (1) to the business of SCHOOL; (2) to SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870).
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1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for an unauthorized purpose.
3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL proprietary information.

“Proprietary Information” means information (a) that is not known by actual or potential competitors of SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to SCHOOL, and (c) that has material economic value or potential material economic value to SCHOOL’s present and future educational operations. “Proprietary Information” shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by SCHOOL.

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EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of SCHOOL.

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### **K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with SCHOOL.

The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his/her/their ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER's operation without first notifying the EMPLOYER.

Any employee of SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his/her/their supervisor. If the employee still believes that performing the off-duty job is allowable, the EMPLOYEE agrees to provide the SCHOOL in writing, before commencing the outside job, a detailed description of the work to be performed and the hours of the proposed work.

### **L. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any other employment rights or property rights with SCHOOL.

### **M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in his/her/their professional capacity or within the scope of his/her/their employment whom he/she/they knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically





# GOLDEN

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## CHARTER ACADEMY

**ROBERT GOLDEN,  
PRESIDENT & CEO**

**BOARD OF TRUSTEES**

*Dr. Ed González, Chair  
Keshia Thomas, Vice Chair  
Dr. Bard De Vore  
Dr. Brad Huff  
Ruth F. Quinto, CPA  
Scott Barton*

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possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, EMPLOYEE is certifying that he/she/they is a childcare custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

**N. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.



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**O. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

1. I have read this Agreement and accept employment with SCHOOL on terms specified herein.
2. All information I have provided to SCHOOL related to my employment is true and accurate.
3. I have received and reviewed the job description for this position and understand my job duties.
4. I have received, reviewed, and signed the SCHOOL Employer/Employee Arbitration Agreement.
5. I have received and reviewed the SCHOOL calendar.
6. I have received, reviewed, and signed the Employee Handbook.

EMPLOYEE Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Signature:

\_\_\_\_\_  
**Chief Executive Officer, Robert Golden**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Principal, Amanda Breuer**

\_\_\_\_\_  
**Date**

***This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy Public Charter School.***



# GOLDEN CHARTER ACADEMY

## GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

### AT-WILL EMPLOYMENT AGREEMENT 2022 – 2023

Between

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

and

**RODRIGO C. RODRIGUEZ**

THIS AT-WILL EMPLOYMENT AGREEMENT (herein referred to as “Agreement”) is entered into by and between the Board of Directors (herein referred to as “Board”) of Golden Charter Academy Public Charter School (herein referred to as “SCHOOL” or “EMPLOYER”), operating a California public charter school(s) in Fresno County(ies), approved by the Fresno Unified School District (herein referred to as the “District(s)”) and the above-named employee (herein referred to as “EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL’s Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOL’s Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

#### **A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s Charter is available to you on our website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s Charter and to act always in accordance with the educational mission, policies, and procedures described therein. The SCHOOL has been duly approved by the Board of Education District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s Charter or other relevant law.

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4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as **Learning Guide** is incorporated by reference herein (See attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the SCHOOL in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL; and
4. EMPLOYEE will accurately record time worked. Time worked is all the time actually spent on the job performing assigned duties. EMPLOYEE is required to record accurately the time they begin and end their work, as well as the beginning and ending time of each meal period, and the beginning and ending time of any split shift or departure from work for personal reasons. For this purpose, EMPLOYEE is required to log in and out on SCHOOL’s clock, including the beginning of the day, the beginning and end of meal periods, and the end of the workday; and



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5. If EMPLOYEE forgets to record his/her/their time, the Principal may make the correction and the change must be initiated by both EMPLOYEE and Principal. EMPLOYEE will sign their time record to certify the accuracy of all time recorded; and
6. EMPLOYEE understands altering, falsifying or tampering with timekeeping records, recording on a time card hours not worked, working hours not recorded on your time sheet (i.e., working “off the clock”), having someone else record your time or recording another employee’s time, and performing overtime work not specifically authorized in advance are all serious violations of SCHOOL policy which may result in disciplinary action, up to and including termination; and
7. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
8. EMPLOYEE will perform such duties as the SCHOOL may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone or any other electronic device, while at home or at another location other than the school site as the SCHOOL deems reasonable and/or necessary; and
9. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

**C. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an hourly rate of **\$18.50**.

**D. BENEFITS**

Certain positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the Federal Insurance Contributions Act (FICA) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.





# GOLDEN

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Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium coverage amount will be deducted from the employee's semi-monthly paycheck on a pre-tax basis.

All classified employees will participate in The Federal Insurance Contributions Act (FICA) in accordance with federal regulations. The Golden Charter Academy has established a 403(B) plan for its classified employees. Each employee would be able to contribute a dollar amount or a percentage of their salary into the plan which would reduce salary. The company would match up to 3% of their 403(B) contribution.

The contribution made by the company would be subject to a vesting schedule. An employee must work for GCA for 6 years to have a right to 100% of the company's contribution.	1 year	0%
	2 years	20%
	3 years	40%
	4 years	60%
	5 years	80%
	6 years	100%

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

### **E. QUALIFICATIONS**

The EMPLOYEE must maintain all required credentials and licenses necessary to perform the duties described herein while EMPLOYEE is employed by SCHOOL. EMPLOYEE understands that employment is contingent upon verification of applicable licensure, credentials, and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

### **F. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **May 26, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2022.



# GOLDEN

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EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule, as applicable to the EMPLOYEE's job description. Nothing in this paragraph or the employee's day-to-day schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.

EMPLOYEE understands that there are **one-hundred and eighty-nine (189)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular OR after school hours (approximately 7:30 a.m. through 4:30 p.m.). As this position is non-exempt from overtime, if it is necessary in order to carry out the duties and responsibilities of the position in a satisfactory manner for EMPLOYEE to exceed the proscribed work schedule herein EMPLOYEE must obtain prior written approval from a designated supervisor for overtime before working overtime hours. EMPLOYEE agrees that he/she/they shall not be compensated for unapproved overtime hours. It is the expectation of the Board that actual hours worked will not exceed the above referenced performance requirement, unless deemed necessary and approved by a supervisor.

### **G. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs, and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by SCHOOL under this Contract, absent further agreement with EMPLOYEE.
  - a. That which is developed without use of equipment, supplies, facilities, or trade secret information of SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not related (1) to the business of SCHOOL; (2) to SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.



# GOLDEN

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3. *Cooperation.* At SCHOOL’s expense, EMPLOYEE will cooperate with SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend SCHOOL’s intellectual property rights.

**H. PROPRIETARY PROPERTY**

The SCHOOL’s proprietary property is the personal property of SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of SCHOOL’s business. As part of the consideration for EMPLOYEE’s employment and the compensation received from SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for an unauthorized purpose.
3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL proprietary information.

“Proprietary Information” means information (a) that is not known by actual or potential competitors of SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to SCHOOL, and (c) that has material economic value or potential material economic value to SCHOOL’s present and future educational operations. “Proprietary Information” shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by SCHOOL.

**I. EVALUATION**

EMPLOYER will at minimum, annually evaluate and assess in writing the performance of the EMPLOYEE as specified in SCHOOL personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall occur no later than the Board of Director’s regularly scheduled May Board Meeting.



# GOLDEN

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### **J. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of this Agreement, a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice to the EMPLOYEE.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of SCHOOL.

No one other than the Board of SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

### **K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with SCHOOL.

The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his/her/their ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER's operation without first notifying the EMPLOYER.

Any employee of SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his/her/their supervisor. If the employee still believes that performing the off-duty job is allowable, the EMPLOYEE agrees to provide the SCHOOL in writing, before commencing the outside job, a detailed description of the work to be performed and the hours of the proposed work.

### **L. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any other employment rights or property rights with SCHOOL.

### **M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in his/her/their professional capacity or within the scope of his/her/their employment whom he/she/they knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically



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possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, EMPLOYEE is certifying that he/she/they is a childcare custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

### **N. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.





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By signing below, the EMPLOYEE declares as follows:

1. I have read this Agreement and accept employment with SCHOOL on terms specified herein.
2. All information I have provided to SCHOOL related to my employment is true and accurate.
3. I have received and reviewed the job description for this position and understand my job duties.
4. I have received, reviewed, and signed the SCHOOL Employer/Employee Arbitration Agreement.
5. I have received and reviewed the SCHOOL calendar.
6. I have received, reviewed, and signed the Employee Handbook.

EMPLOYEE Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Signature:

\_\_\_\_\_  
**Chief Executive Officer, Robert Golden**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Principal, Amanda Breuer**

\_\_\_\_\_  
**Date**

***This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy Public Charter School.***



# GOLDEN CHARTER ACADEMY

## GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

### AT-WILL EMPLOYMENT AGREEMENT 2022 – 20223

Between

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

and

**AKIA J. WASHINGTON**

THIS AT-WILL EMPLOYMENT AGREEMENT (herein referred to as “Agreement”) is entered into by and between the Board of Directors (herein referred to as “Board”) of Golden Charter Academy Public Charter School (herein referred to as “SCHOOL” or “EMPLOYER”), operating a California public charter school(s) in Fresno County(ies), approved by the Fresno Unified School District (herein referred to as the “District(s)”) and the above-named employee (herein referred to as “EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL’s Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOL’s Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

#### **A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s Charter is available to you on our website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s Charter and to act always in accordance with the educational mission, policies, and procedures described therein. The SCHOOL has been duly approved by the Board of Education District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s Charter or other relevant law.

Position: STUDENT SERVICES COORDINATOR

At-Will Certificated Employment Agreement

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EMPLOYEE Initials

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PRESIDENT & CEO**

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*Scott Barton*

*Golden Charter Academy*

*1626 W Princeton Ave*

*Fresno, CA 93705*

*(559) 293-3157*

*info@goldencharteracademy.org*



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## CHARTER ACADEMY

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4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as **STUDENT SERVICES COORDINATOR** is incorporated by reference herein (See attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the SCHOOL in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty, subject or grade level, according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL; and
4. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and



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5. EMPLOYEE will perform such duties as the SCHOOL may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone, or any other electronic device, while at home or at another location other than the school site as the SCHOOL deems reasonable and/or necessary; and
6. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

**C. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of **\$55,890**.

EMPLOYEE shall participate in *mandatory* Professional Development training. Employee shall provide proof of completion of such training in the form of daily attendance sign-in forms.

**D. BENEFITS**

Teaching positions designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium overage amount will be deducted from the employee’s semi-monthly paycheck on a pre-tax basis.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be



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covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**E. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification of applicable licensure, credentials (compliant with ESSA, as applicable), and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

*General Education/Core Class Certification Assignment*

The EMPLOYEE must maintain, or will obtain, a valid California teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificated of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) as required by law, and at all times thereafter must maintain a valid California teaching credential as required for the EMPLOYEE's certificated assignments while EMPLOYEE is employed by the SCHOOL.

*Non-Core/Non-General Education Certificated Assignment*

EMPLOYEE understands that if teaching a non-core or non-general education subject EMPLOYEE must maintain, or will obtain, a valid teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificate of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) on or by July 1, 2025.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education, and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This contract may be terminated at any time if EMPLOYEE fails to maintain (general education certificated assignment) or to obtain a valid teaching credential (non-core/non-general education certificated assignment) as required for the EMPLOYEE's certificated assignment by July 1, 2025.

**F. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **August 1, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2023.





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EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.

EMPLOYEE understands that there are **one-hundred and seventy-five (175)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 7:30 a.m. through 4:30 p.m.). End time is upon completion of duties. It is the expectation of the Board that actual hours required to carry out the duties and responsibilities of the position in a satisfactory manner may exceed the regular school hours, and therefore it is the expectation of the Board that actual hours worked will exceed the above referenced minimum performance requirement. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

### **G. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs, and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by SCHOOL under this Contract, absent further agreement with EMPLOYEE.
  - a. That which is developed without use of equipment, supplies, facilities, or trade secret information of SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not related (1) to the business of SCHOOL; (2) to SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870).



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2. *Protection.* SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At SCHOOL’s expense, EMPLOYEE will cooperate with SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend SCHOOL’s intellectual property rights.

**H. PROPRIETARY PROPERTY**

SCHOOL’s proprietary property is the personal property of SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of SCHOOL’s business. As part of the consideration for EMPLOYEE’s employment and the compensation received from SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for an unauthorized purpose.
3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL proprietary information.

“Proprietary Information” means information (a) that is not known by actual or potential competitors of SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to SCHOOL, and (c) that has material economic value or potential material economic value to SCHOOL’s present and future educational operations. “Proprietary Information” shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by SCHOOL.

**I. EVALUATION**

EMPLOYER will at minimum, annually evaluate and assess in writing the performance of the EMPLOYEE as specified in SCHOOL personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall occur no later than the Board of Director’s regularly scheduled May Board Meeting.



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### **J. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of this Agreement, a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice to the EMPLOYEE.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of SCHOOL.

No one other than the Board of SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

### **K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with SCHOOL.

The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his/her/their ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER's operation without first notifying the EMPLOYER.

Any employee of SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his/her/their supervisor. If the employee still believes that performing the off-duty job is allowable, the EMPLOYEE agrees to provide the SCHOOL in writing, before commencing the outside job, a detailed description of the work to be performed and the hours of the proposed work.

### **L. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any other employment rights or property rights with SCHOOL.

### **M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in his/her/their professional capacity or within the scope of his/her/their employment whom he/she/they knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically



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possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, EMPLOYEE is certifying that he/she/they is a childcare custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

### **N. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.



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**O. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

1. I have read this Agreement and accept employment with SCHOOL on terms specified herein.
2. All information I have provided to SCHOOL related to my employment is true and accurate.
3. I have received and reviewed the job description for this position and understand my job duties.
4. I have received, reviewed, and signed the SCHOOL Employer/Employee Arbitration Agreement.
5. I have received and reviewed the SCHOOL calendar.
6. I have received, reviewed, and signed the Employee Handbook.

EMPLOYEE Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Signature:

\_\_\_\_\_  
**Chief Executive Officer, Robert Golden**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Principal, Amanda Breuer**

\_\_\_\_\_  
**Date**

***This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy Public Charter School.***





# **GOLDEN**

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## **CHARTER ACADEMY**

### **GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

## **AT-WILL EMPLOYMENT AGREEMENT**

### **2022 – 20223**

**Between**

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

**and**

**MELANIE SMITH**

THIS AT-WILL EMPLOYMENT AGREEMENT (herein referred to as “Agreement”) is entered into by and between the Board of Directors (herein referred to as “Board”) of Golden Charter Academy Public Charter School (herein referred to as “SCHOOL” or “EMPLOYER”), operating a California public charter school(s) in Fresno County(ies), approved by the Fresno Unified School District (herein referred to as the “District(s)”) and the above-named employee (herein referred to as “EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL’s Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOL’s Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

#### **A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s Charter is available to you on our website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s Charter and to act always in accordance with the educational mission, policies, and procedures described therein. The SCHOOL has been duly approved by the Board of Education District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s Charter or other relevant law.

**ROBERT GOLDEN,**  
**PRESIDENT & CEO**

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EMPLOYEE is willing and qualified to provide the services referenced above. SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as **TEACHER** is incorporated by reference herein (See attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the SCHOOL in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty, subject or grade level, according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL; and
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5. EMPLOYEE will perform such duties as the SCHOOL may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone, or any other electronic device, while at home or at another location other than the school site as the SCHOOL deems reasonable and/or necessary; and
6. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

**C. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of **\$64,135**.

EMPLOYEE shall participate in *mandatory* Professional Development training. Employee shall provide proof of completion of such training in the form of daily attendance sign-in forms.

**D. BENEFITS**

Teaching positions designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium overage amount will be deducted from the employee’s semi-monthly paycheck on a pre-tax basis.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be



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## CHARTER ACADEMY

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covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**E. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification of applicable licensure, credentials (compliant with ESSA, as applicable), and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

*General Education/Core Class Certification Assignment*

The EMPLOYEE must maintain, or will obtain, a valid California teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificated of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) as required by law, and at all times thereafter must maintain a valid California teaching credential as required for the EMPLOYEE's certificated assignments while EMPLOYEE is employed by the SCHOOL.

*Non-Core/Non-General Education Certificated Assignment*

EMPLOYEE understands that if teaching a non-core or non-general education subject EMPLOYEE must maintain, or will obtain, a valid teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificate of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) on or by July 1, 2025.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education, and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This contract may be terminated at any time if EMPLOYEE fails to maintain (general education certificated assignment) or to obtain a valid teaching credential (non-core/non-general education certificated assignment) as required for the EMPLOYEE's certificated assignment by July 1, 2025.

**F. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **August 1, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2023.



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EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.

EMPLOYEE understands that there are **one-hundred and seventy-five (175)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 7:30 a.m. through 4:30 p.m.). End time is upon completion of duties. It is the expectation of the Board that actual hours required to carry out the duties and responsibilities of the position in a satisfactory manner may exceed the regular school hours, and therefore it is the expectation of the Board that actual hours worked will exceed the above referenced minimum performance requirement. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

### **G. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs, and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by SCHOOL under this Contract, absent further agreement with EMPLOYEE.
  - a. That which is developed without use of equipment, supplies, facilities, or trade secret information of SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not related (1) to the business of SCHOOL; (2) to SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870).





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2. *Protection.* SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At SCHOOL’s expense, EMPLOYEE will cooperate with SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend SCHOOL’s intellectual property rights.

### **H. PROPRIETARY PROPERTY**

SCHOOL’s proprietary property is the personal property of SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of SCHOOL’s business. As part of the consideration for EMPLOYEE’s employment and the compensation received from SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for an unauthorized purpose.
3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL proprietary information.

“Proprietary Information” means information (a) that is not known by actual or potential competitors of SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to SCHOOL, and (c) that has material economic value or potential material economic value to SCHOOL’s present and future educational operations. “Proprietary Information” shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by SCHOOL.

### **I. EVALUATION**

EMPLOYER will at minimum, annually evaluate and assess in writing the performance of the EMPLOYEE as specified in SCHOOL personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall occur no later than the Board of Director’s regularly scheduled May Board Meeting.



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**J. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of this Agreement, a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE’s employment at any time with or without cause and with or without advance notice to the EMPLOYEE.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of SCHOOL.

No one other than the Board of SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this “at-will” relationship.

**K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with SCHOOL.

The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his/her/their ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER’s operation without first notifying the EMPLOYER.

Any employee of SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his/her/their supervisor. If the employee still believes that performing the off-duty job is allowable, the EMPLOYEE agrees to provide the SCHOOL in writing, before commencing the outside job, a detailed description of the work to be performed and the hours of the proposed work.

**L. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any other employment rights or property rights with SCHOOL.

**M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in his/her/their professional capacity or within the scope of his/her/their employment whom he/she/they knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically



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possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, EMPLOYEE is certifying that he/she/they is a childcare custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

### **N. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.



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**O. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

1. I have read this Agreement and accept employment with SCHOOL on terms specified herein.
2. All information I have provided to SCHOOL related to my employment is true and accurate.
3. I have received and reviewed the job description for this position and understand my job duties.
4. I have received, reviewed, and signed the SCHOOL Employer/Employee Arbitration Agreement.
5. I have received and reviewed the SCHOOL calendar.
6. I have received, reviewed, and signed the Employee Handbook.

EMPLOYEE Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Signature:

\_\_\_\_\_  
Chief Executive Officer, Robert Golden

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal, Amanda Breuer

\_\_\_\_\_  
Date

*This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy Public Charter School.*



# GOLDEN CHARTER ACADEMY

## GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

### AT-WILL EMPLOYMENT AGREEMENT 2022 – 20223

Between

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

and

**LOUISE HENDRICKSON**

THIS AT-WILL EMPLOYMENT AGREEMENT (herein referred to as “Agreement”) is entered into by and between the Board of Directors (herein referred to as “Board”) of Golden Charter Academy Public Charter School (herein referred to as “SCHOOL” or “EMPLOYER”), operating a California public charter school(s) in Fresno County(ies), approved by the Fresno Unified School District (herein referred to as the “District(s)”) and the above-named employee (herein referred to as “EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL’s Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOL’s Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

#### **A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s Charter is available to you on our website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s Charter and to act always in accordance with the educational mission, policies, and procedures described therein. The SCHOOL has been duly approved by the Board of Education District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s Charter or other relevant law.

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4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as **TEACHER** is incorporated by reference herein (See attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the SCHOOL in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty, subject or grade level, according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL; and
4. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and



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5. EMPLOYEE will perform such duties as the SCHOOL may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone, or any other electronic device, while at home or at another location other than the school site as the SCHOOL deems reasonable and/or necessary; and
6. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

**C. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of **\$57,846**.

EMPLOYEE shall participate in *mandatory* Professional Development training. Employee shall provide proof of completion of such training in the form of daily attendance sign-in forms.

**D. BENEFITS**

Teaching positions designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium overage amount will be deducted from the employee’s semi-monthly paycheck on a pre-tax basis.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be



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covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

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*General Education/Core Class Certification Assignment*

The EMPLOYEE must maintain, or will obtain, a valid California teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificated of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) as required by law, and at all times thereafter must maintain a valid California teaching credential as required for the EMPLOYEE's certificated assignments while EMPLOYEE is employed by the SCHOOL.

*Non-Core/Non-General Education Certificated Assignment*

EMPLOYEE understands that if teaching a non-core or non-general education subject EMPLOYEE must maintain, or will obtain, a valid teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificate of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) on or by July 1, 2025.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education, and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This contract may be terminated at any time if EMPLOYEE fails to maintain (general education certificated assignment) or to obtain a valid teaching credential (non-core/non-general education certificated assignment) as required for the EMPLOYEE's certificated assignment by July 1, 2025.

**F. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **August 1, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2023.



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EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.

EMPLOYEE understands that there are **one-hundred and seventy-five (175)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 7:30 a.m. through 4:30 p.m.). End time is upon completion of duties. It is the expectation of the Board that actual hours required to carry out the duties and responsibilities of the position in a satisfactory manner may exceed the regular school hours, and therefore it is the expectation of the Board that actual hours worked will exceed the above referenced minimum performance requirement. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

### **G. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs, and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by SCHOOL under this Contract, absent further agreement with EMPLOYEE.
  - a. That which is developed without use of equipment, supplies, facilities, or trade secret information of SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not related (1) to the business of SCHOOL; (2) to SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870).



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## CHARTER ACADEMY

**ROBERT GOLDEN,  
PRESIDENT & CEO**

**BOARD OF TRUSTEES**

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2. *Protection.* SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At SCHOOL's expense, EMPLOYEE will cooperate with SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend SCHOOL's intellectual property rights.

### **H. PROPRIETARY PROPERTY**

SCHOOL's proprietary property is the personal property of SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of SCHOOL's business. As part of the consideration for EMPLOYEE's employment and the compensation received from SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for an unauthorized purpose.
3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to SCHOOL, and (c) that has material economic value or potential material economic value to SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by SCHOOL.

### **I. EVALUATION**

EMPLOYER will at minimum, annually evaluate and assess in writing the performance of the EMPLOYEE as specified in SCHOOL personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall occur no later than the Board of Director's regularly scheduled May Board Meeting.





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EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of SCHOOL.

No one other than the Board of SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this “at-will” relationship.

**K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with SCHOOL.

The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his/her/their ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER’s operation without first notifying the EMPLOYER.

Any employee of SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his/her/their supervisor. If the employee still believes that performing the off-duty job is allowable, the EMPLOYEE agrees to provide the SCHOOL in writing, before commencing the outside job, a detailed description of the work to be performed and the hours of the proposed work.

**L. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any other employment rights or property rights with SCHOOL.

**M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in his/her/their professional capacity or within the scope of his/her/their employment whom he/she/they knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically



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## CHARTER ACADEMY

possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, EMPLOYEE is certifying that he/she/they is a childcare custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

### **N. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.

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**O. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

1. I have read this Agreement and accept employment with SCHOOL on terms specified herein.
2. All information I have provided to SCHOOL related to my employment is true and accurate.
3. I have received and reviewed the job description for this position and understand my job duties.
4. I have received, reviewed, and signed the SCHOOL Employer/Employee Arbitration Agreement.
5. I have received and reviewed the SCHOOL calendar.
6. I have received, reviewed, and signed the Employee Handbook.

EMPLOYEE Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Signature:

\_\_\_\_\_  
Chief Executive Officer, Robert Golden

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal, Amanda Breuer

\_\_\_\_\_  
Date

***This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy Public Charter School.***



# GOLDEN CHARTER ACADEMY

## GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

### AT-WILL EMPLOYMENT AGREEMENT 2022 – 20223

Between

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

and

**MALIA RIVERS**

THIS AT-WILL EMPLOYMENT AGREEMENT (herein referred to as “Agreement”) is entered into by and between the Board of Directors (herein referred to as “Board”) of Golden Charter Academy Public Charter School (herein referred to as “SCHOOL” or “EMPLOYER”), operating a California public charter school(s) in Fresno County(ies), approved by the Fresno Unified School District (herein referred to as the “District(s)”) and the above-named employee (herein referred to as “EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL’s Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOL’s Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

#### **A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s Charter is available to you on our website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s Charter and to act always in accordance with the educational mission, policies, and procedures described therein. The SCHOOL has been duly approved by the Board of Education District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s Charter or other relevant law.

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4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as **TEACHER** is incorporated by reference herein (See attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the SCHOOL in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty, subject or grade level, according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL; and
4. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and





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5. EMPLOYEE will perform such duties as the SCHOOL may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone, or any other electronic device, while at home or at another location other than the school site as the SCHOOL deems reasonable and/or necessary; and
6. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

**C. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of **\$61,966**.

EMPLOYEE shall participate in *mandatory* Professional Development training. Employee shall provide proof of completion of such training in the form of daily attendance sign-in forms.

**D. BENEFITS**

Teaching positions designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium overage amount will be deducted from the employee’s semi-monthly paycheck on a pre-tax basis.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be



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covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**E. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification of applicable licensure, credentials (compliant with ESSA, as applicable), and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

*General Education/Core Class Certification Assignment*

The EMPLOYEE must maintain, or will obtain, a valid California teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificated of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) as required by law, and at all times thereafter must maintain a valid California teaching credential as required for the EMPLOYEE's certificated assignments while EMPLOYEE is employed by the SCHOOL.

*Non-Core/Non-General Education Certificated Assignment*

EMPLOYEE understands that if teaching a non-core or non-general education subject EMPLOYEE must maintain, or will obtain, a valid teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificate of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) on or by July 1, 2025.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education, and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This contract may be terminated at any time if EMPLOYEE fails to maintain (general education certificated assignment) or to obtain a valid teaching credential (non-core/non-general education certificated assignment) as required for the EMPLOYEE's certificated assignment by July 1, 2025.

**F. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **August 1, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2023.



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EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.

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  - a. That which is developed without use of equipment, supplies, facilities, or trade secret information of SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not related (1) to the business of SCHOOL; (2) to SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870).



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3. *Cooperation.* At SCHOOL’s expense, EMPLOYEE will cooperate with SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend SCHOOL’s intellectual property rights.

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1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for an unauthorized purpose.
3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL proprietary information.

“Proprietary Information” means information (a) that is not known by actual or potential competitors of SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to SCHOOL, and (c) that has material economic value or potential material economic value to SCHOOL’s present and future educational operations. “Proprietary Information” shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by SCHOOL.

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EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of SCHOOL.

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**K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with SCHOOL.

The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his/her/their ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER’s operation without first notifying the EMPLOYER.

Any employee of SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his/her/their supervisor. If the employee still believes that performing the off-duty job is allowable, the EMPLOYEE agrees to provide the SCHOOL in writing, before commencing the outside job, a detailed description of the work to be performed and the hours of the proposed work.

**L. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any other employment rights or property rights with SCHOOL.

**M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in his/her/their professional capacity or within the scope of his/her/their employment whom he/she/they knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically





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## CHARTER ACADEMY

**ROBERT GOLDEN,  
PRESIDENT & CEO**

**BOARD OF TRUSTEES**

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*Dr. Bard De Vore*  
*Dr. Brad Huff*  
*Ruth F. Quinto, CPA*  
*Scott Barton*

*Golden Charter Academy*  
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possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, EMPLOYEE is certifying that he/she/they is a childcare custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

### **N. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.



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**O. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

1. I have read this Agreement and accept employment with SCHOOL on terms specified herein.
2. All information I have provided to SCHOOL related to my employment is true and accurate.
3. I have received and reviewed the job description for this position and understand my job duties.
4. I have received, reviewed, and signed the SCHOOL Employer/Employee Arbitration Agreement.
5. I have received and reviewed the SCHOOL calendar.
6. I have received, reviewed, and signed the Employee Handbook.

EMPLOYEE Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Signature:

\_\_\_\_\_  
Chief Executive Officer, Robert Golden

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal, Amanda Breuer

\_\_\_\_\_  
Date

*This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy Public Charter School.*



# GOLDEN CHARTER ACADEMY

## GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

### AT-WILL EMPLOYMENT AGREEMENT 2022 – 20223

Between

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

and

**MANPREET K. GILL**

THIS AT-WILL EMPLOYMENT AGREEMENT (herein referred to as “Agreement”) is entered into by and between the Board of Directors (herein referred to as “Board”) of Golden Charter Academy Public Charter School (herein referred to as “SCHOOL” or “EMPLOYER”), operating a California public charter school(s) in Fresno County(ies), approved by the Fresno Unified School District (herein referred to as the “District(s)”) and the above-named employee (herein referred to as “EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL’s Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOL’s Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

#### **A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s Charter is available to you on our website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s Charter and to act always in accordance with the educational mission, policies, and procedures described therein. The SCHOOL has been duly approved by the Board of Education District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s Charter or other relevant law.

**ROBERT GOLDEN,  
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4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as **TEACHER** is incorporated by reference herein (See attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the SCHOOL in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty, subject or grade level, according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL; and
4. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and



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5. EMPLOYEE will perform such duties as the SCHOOL may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone, or any other electronic device, while at home or at another location other than the school site as the SCHOOL deems reasonable and/or necessary; and
6. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

**C. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of **\$61,966**.

EMPLOYEE shall participate in *mandatory* Professional Development training. Employee shall provide proof of completion of such training in the form of daily attendance sign-in forms.

**D. BENEFITS**

Teaching positions designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium overage amount will be deducted from the employee’s semi-monthly paycheck on a pre-tax basis.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be





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covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

### **E. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification of applicable licensure, credentials (compliant with ESSA, as applicable), and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

*General Education/Core Class Certification Assignment*

The EMPLOYEE must maintain, or will obtain, a valid California teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificated of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) as required by law, and at all times thereafter must maintain a valid California teaching credential as required for the EMPLOYEE's certificated assignments while EMPLOYEE is employed by the SCHOOL.

*Non-Core/Non-General Education Certificated Assignment*

EMPLOYEE understands that if teaching a non-core or non-general education subject EMPLOYEE must maintain, or will obtain, a valid teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificate of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) on or by July 1, 2025.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education, and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This contract may be terminated at any time if EMPLOYEE fails to maintain (general education certificated assignment) or to obtain a valid teaching credential (non-core/non-general education certificated assignment) as required for the EMPLOYEE's certificated assignment by July 1, 2025.

### **F. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **August 1, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2023.



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EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.

EMPLOYEE understands that there are **one-hundred and seventy-five (175)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 7:30 a.m. through 4:30 p.m.). End time is upon completion of duties. It is the expectation of the Board that actual hours required to carry out the duties and responsibilities of the position in a satisfactory manner may exceed the regular school hours, and therefore it is the expectation of the Board that actual hours worked will exceed the above referenced minimum performance requirement. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

### **G. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs, and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by SCHOOL under this Contract, absent further agreement with EMPLOYEE.
  - a. That which is developed without use of equipment, supplies, facilities, or trade secret information of SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not related (1) to the business of SCHOOL; (2) to SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870).



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2. *Protection.* SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At SCHOOL’s expense, EMPLOYEE will cooperate with SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend SCHOOL’s intellectual property rights.

### **H. PROPRIETARY PROPERTY**

SCHOOL’s proprietary property is the personal property of SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of SCHOOL’s business. As part of the consideration for EMPLOYEE’s employment and the compensation received from SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for an unauthorized purpose.
3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL proprietary information.

“Proprietary Information” means information (a) that is not known by actual or potential competitors of SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to SCHOOL, and (c) that has material economic value or potential material economic value to SCHOOL’s present and future educational operations. “Proprietary Information” shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by SCHOOL.

### **I. EVALUATION**

EMPLOYER will at minimum, annually evaluate and assess in writing the performance of the EMPLOYEE as specified in SCHOOL personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall occur no later than the Board of Director’s regularly scheduled May Board Meeting.



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**J. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of this Agreement, a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE’s employment at any time with or without cause and with or without advance notice to the EMPLOYEE.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of SCHOOL.

No one other than the Board of SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this “at-will” relationship.

**K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with SCHOOL.

The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his/her/their ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER’s operation without first notifying the EMPLOYER.

Any employee of SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his/her/their supervisor. If the employee still believes that performing the off-duty job is allowable, the EMPLOYEE agrees to provide the SCHOOL in writing, before commencing the outside job, a detailed description of the work to be performed and the hours of the proposed work.

**L. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any other employment rights or property rights with SCHOOL.

**M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in his/her/their professional capacity or within the scope of his/her/their employment whom he/she/they knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically



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possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, EMPLOYEE is certifying that he/she/they is a childcare custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

### **N. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.





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By signing below, the EMPLOYEE declares as follows:

1. I have read this Agreement and accept employment with SCHOOL on terms specified herein.
2. All information I have provided to SCHOOL related to my employment is true and accurate.
3. I have received and reviewed the job description for this position and understand my job duties.
4. I have received, reviewed, and signed the SCHOOL Employer/Employee Arbitration Agreement.
5. I have received and reviewed the SCHOOL calendar.
6. I have received, reviewed, and signed the Employee Handbook.

EMPLOYEE Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Signature:

\_\_\_\_\_  
**Chief Executive Officer, Robert Golden**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Principal, Amanda Breuer**

\_\_\_\_\_  
**Date**

***This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy Public Charter School.***



# GOLDEN CHARTER ACADEMY

## GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

### AT-WILL EMPLOYMENT AGREEMENT 2022 – 20223

Between

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

and

**Marivel Castillo**

THIS AT-WILL EMPLOYMENT AGREEMENT (herein referred to as “Agreement”) is entered into by and between the Board of Directors (herein referred to as “Board”) of Golden Charter Academy Public Charter School (herein referred to as “SCHOOL” or “EMPLOYER”), operating a California public charter school(s) in Fresno County(ies), approved by the Fresno Unified School District (herein referred to as the “District(s)”) and the above-named employee (herein referred to as “EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL’s Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOL’s Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

#### **A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s Charter is available to you on our website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s Charter and to act always in accordance with the educational mission, policies, and procedures described therein. The SCHOOL has been duly approved by the Board of Education District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s Charter or other relevant law.

**ROBERT GOLDEN,  
PRESIDENT & CEO**

**BOARD OF TRUSTEES**

*Dr. Ed González, Chair  
Keshia Thomas, Vice Chair  
Dr. Bard De Vore  
Dr. Brad Huff  
Ruth F. Quinto, CPA  
Scott Barton*

*Golden Charter Academy  
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Fresno, CA 93705  
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info@goldencharteracademy.org*



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4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as **TEACHER** is incorporated by reference herein (See attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the SCHOOL in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty, subject or grade level, according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL; and
4. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and



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5. EMPLOYEE will perform such duties as the SCHOOL may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone, or any other electronic device, while at home or at another location other than the school site as the SCHOOL deems reasonable and/or necessary; and
6. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

**C. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of **\$61,966**.

EMPLOYEE shall participate in *mandatory* Professional Development training. Employee shall provide proof of completion of such training in the form of daily attendance sign-in forms.

**D. BENEFITS**

Teaching positions designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium overage amount will be deducted from the employee’s semi-monthly paycheck on a pre-tax basis.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be



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covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**E. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification of applicable licensure, credentials (compliant with ESSA, as applicable), and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

*General Education/Core Class Certification Assignment*

The EMPLOYEE must maintain, or will obtain, a valid California teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificated of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) as required by law, and at all times thereafter must maintain a valid California teaching credential as required for the EMPLOYEE's certificated assignments while EMPLOYEE is employed by the SCHOOL.

*Non-Core/Non-General Education Certificated Assignment*

EMPLOYEE understands that if teaching a non-core or non-general education subject EMPLOYEE must maintain, or will obtain, a valid teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificate of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) on or by July 1, 2025.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education, and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This contract may be terminated at any time if EMPLOYEE fails to maintain (general education certificated assignment) or to obtain a valid teaching credential (non-core/non-general education certificated assignment) as required for the EMPLOYEE's certificated assignment by July 1, 2025.

**F. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **August 1, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2023.





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EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.

EMPLOYEE understands that there are **one-hundred and seventy-five (175)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 7:30 a.m. through 4:30 p.m.). End time is upon completion of duties. It is the expectation of the Board that actual hours required to carry out the duties and responsibilities of the position in a satisfactory manner may exceed the regular school hours, and therefore it is the expectation of the Board that actual hours worked will exceed the above referenced minimum performance requirement. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

### **G. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs, and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by SCHOOL under this Contract, absent further agreement with EMPLOYEE.
  - a. That which is developed without use of equipment, supplies, facilities, or trade secret information of SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not related (1) to the business of SCHOOL; (2) to SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870).



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2. *Protection.* SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At SCHOOL's expense, EMPLOYEE will cooperate with SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend SCHOOL's intellectual property rights.

### **H. PROPRIETARY PROPERTY**

SCHOOL's proprietary property is the personal property of SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of SCHOOL's business. As part of the consideration for EMPLOYEE's employment and the compensation received from SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for an unauthorized purpose.
3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to SCHOOL, and (c) that has material economic value or potential material economic value to SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by SCHOOL.

### **I. EVALUATION**

EMPLOYER will at minimum, annually evaluate and assess in writing the performance of the EMPLOYEE as specified in SCHOOL personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall occur no later than the Board of Director's regularly scheduled May Board Meeting.



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### **J. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of this Agreement, a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice to the EMPLOYEE.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of SCHOOL.

No one other than the Board of SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

### **K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with SCHOOL.

The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his/her/their ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER's operation without first notifying the EMPLOYER.

Any employee of SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his/her/their supervisor. If the employee still believes that performing the off-duty job is allowable, the EMPLOYEE agrees to provide the SCHOOL in writing, before commencing the outside job, a detailed description of the work to be performed and the hours of the proposed work.

### **L. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any other employment rights or property rights with SCHOOL.

### **M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in his/her/their professional capacity or within the scope of his/her/their employment whom he/she/they knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically



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possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, EMPLOYEE is certifying that he/she/they is a childcare custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

### **N. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.



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**O. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

1. I have read this Agreement and accept employment with SCHOOL on terms specified herein.
2. All information I have provided to SCHOOL related to my employment is true and accurate.
3. I have received and reviewed the job description for this position and understand my job duties.
4. I have received, reviewed, and signed the SCHOOL Employer/Employee Arbitration Agreement.
5. I have received and reviewed the SCHOOL calendar.
6. I have received, reviewed, and signed the Employee Handbook.

EMPLOYEE Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Signature:

\_\_\_\_\_  
**Chief Executive Officer, Robert Golden**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Principal, Amanda Breuer**

\_\_\_\_\_  
**Date**

***This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy Public Charter School.***





# GOLDEN CHARTER ACADEMY

## GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

### AT-WILL EMPLOYMENT AGREEMENT 2022 – 20223

Between

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

and

**MICHELLE MORALES**

THIS AT-WILL EMPLOYMENT AGREEMENT (herein referred to as “Agreement”) is entered into by and between the Board of Directors (herein referred to as “Board”) of Golden Charter Academy Public Charter School (herein referred to as “SCHOOL” or “EMPLOYER”), operating a California public charter school(s) in Fresno County(ies), approved by the Fresno Unified School District (herein referred to as the “District(s)”) and the above-named employee (herein referred to as “EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL’s Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOL’s Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

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1. SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s Charter is available to you on our website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s Charter and to act always in accordance with the educational mission, policies, and procedures described therein. The SCHOOL has been duly approved by the Board of Education District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s Charter or other relevant law.

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4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as **TEACHER** is incorporated by reference herein (See attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the SCHOOL in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty, subject or grade level, according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL; and
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6. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

**C. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of **\$59,871**.

EMPLOYEE shall participate in *mandatory* Professional Development training. Employee shall provide proof of completion of such training in the form of daily attendance sign-in forms.

**D. BENEFITS**

Teaching positions designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium overage amount will be deducted from the employee’s semi-monthly paycheck on a pre-tax basis.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be



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## CHARTER ACADEMY

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covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**E. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification of applicable licensure, credentials (compliant with ESSA, as applicable), and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

*General Education/Core Class Certification Assignment*

The EMPLOYEE must maintain, or will obtain, a valid California teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificated of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) as required by law, and at all times thereafter must maintain a valid California teaching credential as required for the EMPLOYEE's certificated assignments while EMPLOYEE is employed by the SCHOOL.

*Non-Core/Non-General Education Certificated Assignment*

EMPLOYEE understands that if teaching a non-core or non-general education subject EMPLOYEE must maintain, or will obtain, a valid teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificate of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) on or by July 1, 2025.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education, and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This contract may be terminated at any time if EMPLOYEE fails to maintain (general education certificated assignment) or to obtain a valid teaching credential (non-core/non-general education certificated assignment) as required for the EMPLOYEE's certificated assignment by July 1, 2025.

**F. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **August 1, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2023.



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EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.

EMPLOYEE understands that there are **one-hundred and seventy-five (175)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 7:30 a.m. through 4:30 p.m.). End time is upon completion of duties. It is the expectation of the Board that actual hours required to carry out the duties and responsibilities of the position in a satisfactory manner may exceed the regular school hours, and therefore it is the expectation of the Board that actual hours worked will exceed the above referenced minimum performance requirement. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

### **G. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs, and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by SCHOOL under this Contract, absent further agreement with EMPLOYEE.
  - a. That which is developed without use of equipment, supplies, facilities, or trade secret information of SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not related (1) to the business of SCHOOL; (2) to SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870).





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2. *Protection.* SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At SCHOOL’s expense, EMPLOYEE will cooperate with SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend SCHOOL’s intellectual property rights.

### **H. PROPRIETARY PROPERTY**

SCHOOL’s proprietary property is the personal property of SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of SCHOOL’s business. As part of the consideration for EMPLOYEE’s employment and the compensation received from SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for an unauthorized purpose.
3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL proprietary information.

“Proprietary Information” means information (a) that is not known by actual or potential competitors of SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to SCHOOL, and (c) that has material economic value or potential material economic value to SCHOOL’s present and future educational operations. “Proprietary Information” shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by SCHOOL.

### **I. EVALUATION**

EMPLOYER will at minimum, annually evaluate and assess in writing the performance of the EMPLOYEE as specified in SCHOOL personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall occur no later than the Board of Director’s regularly scheduled May Board Meeting.



# GOLDEN CHARTER ACADEMY

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**J. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of this Agreement, a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE’s employment at any time with or without cause and with or without advance notice to the EMPLOYEE.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of SCHOOL.

No one other than the Board of SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this “at-will” relationship.

**K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with SCHOOL.

The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his/her/their ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER’s operation without first notifying the EMPLOYER.

Any employee of SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his/her/their supervisor. If the employee still believes that performing the off-duty job is allowable, the EMPLOYEE agrees to provide the SCHOOL in writing, before commencing the outside job, a detailed description of the work to be performed and the hours of the proposed work.

**L. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any other employment rights or property rights with SCHOOL.

**M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in his/her/their professional capacity or within the scope of his/her/their employment whom he/she/they knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically



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possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, EMPLOYEE is certifying that he/she/they is a childcare custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

### **N. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.



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**O. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

1. I have read this Agreement and accept employment with SCHOOL on terms specified herein.
2. All information I have provided to SCHOOL related to my employment is true and accurate.
3. I have received and reviewed the job description for this position and understand my job duties.
4. I have received, reviewed, and signed the SCHOOL Employer/Employee Arbitration Agreement.
5. I have received and reviewed the SCHOOL calendar.
6. I have received, reviewed, and signed the Employee Handbook.

EMPLOYEE Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Signature:

\_\_\_\_\_  
Chief Executive Officer, Robert Golden

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal, Amanda Breuer

\_\_\_\_\_  
Date

*This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy Public Charter School.*



# GOLDEN CHARTER ACADEMY

## GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

### AT-WILL EMPLOYMENT AGREEMENT 2022 – 20223

Between

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

and

**NOEMY SOTO-RUBIO**

THIS AT-WILL EMPLOYMENT AGREEMENT (herein referred to as “Agreement”) is entered into by and between the Board of Directors (herein referred to as “Board”) of Golden Charter Academy Public Charter School (herein referred to as “SCHOOL” or “EMPLOYER”), operating a California public charter school(s) in Fresno County(ies), approved by the Fresno Unified School District (herein referred to as the “District(s)”) and the above-named employee (herein referred to as “EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL’s Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOL’s Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

#### **A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s Charter is available to you on our website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s Charter and to act always in accordance with the educational mission, policies, and procedures described therein. The SCHOOL has been duly approved by the Board of Education District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s Charter or other relevant law.

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4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as **TEACHER** is incorporated by reference herein (See attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the SCHOOL in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty, subject or grade level, according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL; and
4. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and



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5. EMPLOYEE will perform such duties as the SCHOOL may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone, or any other electronic device, while at home or at another location other than the school site as the SCHOOL deems reasonable and/or necessary; and
6. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

**C. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of **\$55,890**.

EMPLOYEE shall participate in *mandatory* Professional Development training. Employee shall provide proof of completion of such training in the form of daily attendance sign-in forms.

**D. BENEFITS**

Teaching positions designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium overage amount will be deducted from the employee’s semi-monthly paycheck on a pre-tax basis.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be



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The EMPLOYEE must maintain, or will obtain, a valid California teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificated of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) as required by law, and at all times thereafter must maintain a valid California teaching credential as required for the EMPLOYEE's certificated assignments while EMPLOYEE is employed by the SCHOOL.

*Non-Core/Non-General Education Certificated Assignment*

EMPLOYEE understands that if teaching a non-core or non-general education subject EMPLOYEE must maintain, or will obtain, a valid teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificate of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) on or by July 1, 2025.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education, and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This contract may be terminated at any time if EMPLOYEE fails to maintain (general education certificated assignment) or to obtain a valid teaching credential (non-core/non-general education certificated assignment) as required for the EMPLOYEE's certificated assignment by July 1, 2025.

**F. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **August 1, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2023.



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EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day schedule shall alter EMPLOYEE's At-Will employee status.

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EMPLOYEE understands that there are **one-hundred and seventy-five (175)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 7:30 a.m. through 4:30 p.m.). End time is upon completion of duties. It is the expectation of the Board that actual hours required to carry out the duties and responsibilities of the position in a satisfactory manner may exceed the regular school hours, and therefore it is the expectation of the Board that actual hours worked will exceed the above referenced minimum performance requirement. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

### **G. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs, and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by SCHOOL under this Contract, absent further agreement with EMPLOYEE.
  - a. That which is developed without use of equipment, supplies, facilities, or trade secret information of SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not related (1) to the business of SCHOOL; (2) to SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870).



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## CHARTER ACADEMY

**ROBERT GOLDEN,  
PRESIDENT & CEO**

**BOARD OF TRUSTEES**

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2. *Protection.* SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At SCHOOL’s expense, EMPLOYEE will cooperate with SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend SCHOOL’s intellectual property rights.

### **H. PROPRIETARY PROPERTY**

SCHOOL’s proprietary property is the personal property of SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of SCHOOL’s business. As part of the consideration for EMPLOYEE’s employment and the compensation received from SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for an unauthorized purpose.
3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL proprietary information.

“Proprietary Information” means information (a) that is not known by actual or potential competitors of SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to SCHOOL, and (c) that has material economic value or potential material economic value to SCHOOL’s present and future educational operations. “Proprietary Information” shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by SCHOOL.

### **I. EVALUATION**

EMPLOYER will at minimum, annually evaluate and assess in writing the performance of the EMPLOYEE as specified in SCHOOL personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall occur no later than the Board of Director’s regularly scheduled May Board Meeting.





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### **J. AT-WILL EMPLOYMENT**

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EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of SCHOOL.

No one other than the Board of SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

### **K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with SCHOOL.

The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his/her/their ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER's operation without first notifying the EMPLOYER.

Any employee of SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his/her/their supervisor. If the employee still believes that performing the off-duty job is allowable, the EMPLOYEE agrees to provide the SCHOOL in writing, before commencing the outside job, a detailed description of the work to be performed and the hours of the proposed work.

### **L. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any other employment rights or property rights with SCHOOL.

### **M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in his/her/their professional capacity or within the scope of his/her/their employment whom he/she/they knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically



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possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, EMPLOYEE is certifying that he/she/they is a childcare custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

### **N. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.



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**O. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

1. I have read this Agreement and accept employment with SCHOOL on terms specified herein.
2. All information I have provided to SCHOOL related to my employment is true and accurate.
3. I have received and reviewed the job description for this position and understand my job duties.
4. I have received, reviewed, and signed the SCHOOL Employer/Employee Arbitration Agreement.
5. I have received and reviewed the SCHOOL calendar.
6. I have received, reviewed, and signed the Employee Handbook.

EMPLOYEE Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Signature:

\_\_\_\_\_  
**Chief Executive Officer, Robert Golden**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Principal, Amanda Breuer**

\_\_\_\_\_  
**Date**

***This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy Public Charter School.***



# GOLDEN CHARTER ACADEMY

## GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

### AT-WILL EMPLOYMENT AGREEMENT 2022 – 20223

Between

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

and

**REGINA HARWELL**

THIS AT-WILL EMPLOYMENT AGREEMENT (herein referred to as “Agreement”) is entered into by and between the Board of Directors (herein referred to as “Board”) of Golden Charter Academy Public Charter School (herein referred to as “SCHOOL” or “EMPLOYER”), operating a California public charter school(s) in Fresno County(ies), approved by the Fresno Unified School District (herein referred to as the “District(s)”) and the above-named employee (herein referred to as “EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL’s Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOL’s Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

#### **A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s Charter is available to you on our website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s Charter and to act always in accordance with the educational mission, policies, and procedures described therein. The SCHOOL has been duly approved by the Board of Education District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s Charter or other relevant law.

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4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as **TEACHER** is incorporated by reference herein (See attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the SCHOOL in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty, subject or grade level, according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL; and
4. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and





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5. EMPLOYEE will perform such duties as the SCHOOL may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone, or any other electronic device, while at home or at another location other than the school site as the SCHOOL deems reasonable and/or necessary; and
6. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

**C. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of **\$57,846**.

EMPLOYEE shall participate in *mandatory* Professional Development training. Employee shall provide proof of completion of such training in the form of daily attendance sign-in forms.

**D. BENEFITS**

Teaching positions designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium overage amount will be deducted from the employee’s semi-monthly paycheck on a pre-tax basis.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be



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covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**E. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification of applicable licensure, credentials (compliant with ESSA, as applicable), and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

*General Education/Core Class Certification Assignment*

The EMPLOYEE must maintain, or will obtain, a valid California teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificated of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) as required by law, and at all times thereafter must maintain a valid California teaching credential as required for the EMPLOYEE's certificated assignments while EMPLOYEE is employed by the SCHOOL.

*Non-Core/Non-General Education Certificated Assignment*

EMPLOYEE understands that if teaching a non-core or non-general education subject EMPLOYEE must maintain, or will obtain, a valid teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificate of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) on or by July 1, 2025.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education, and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This contract may be terminated at any time if EMPLOYEE fails to maintain (general education certificated assignment) or to obtain a valid teaching credential (non-core/non-general education certificated assignment) as required for the EMPLOYEE's certificated assignment by July 1, 2025.

**F. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **August 1, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2023.



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EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.

EMPLOYEE understands that there are **one-hundred and seventy-five (175)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 7:30 a.m. through 4:30 p.m.). End time is upon completion of duties. It is the expectation of the Board that actual hours required to carry out the duties and responsibilities of the position in a satisfactory manner may exceed the regular school hours, and therefore it is the expectation of the Board that actual hours worked will exceed the above referenced minimum performance requirement. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

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  - a. That which is developed without use of equipment, supplies, facilities, or trade secret information of SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not related (1) to the business of SCHOOL; (2) to SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870).



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3. *Cooperation.* At SCHOOL’s expense, EMPLOYEE will cooperate with SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend SCHOOL’s intellectual property rights.

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1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for an unauthorized purpose.
3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL proprietary information.

“Proprietary Information” means information (a) that is not known by actual or potential competitors of SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to SCHOOL, and (c) that has material economic value or potential material economic value to SCHOOL’s present and future educational operations. “Proprietary Information” shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by SCHOOL.

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EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of SCHOOL.

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**K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with SCHOOL.

The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his/her/their ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER’s operation without first notifying the EMPLOYER.

Any employee of SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his/her/their supervisor. If the employee still believes that performing the off-duty job is allowable, the EMPLOYEE agrees to provide the SCHOOL in writing, before commencing the outside job, a detailed description of the work to be performed and the hours of the proposed work.

**L. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any other employment rights or property rights with SCHOOL.

**M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in his/her/their professional capacity or within the scope of his/her/their employment whom he/she/they knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically





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## CHARTER ACADEMY

**ROBERT GOLDEN,  
PRESIDENT & CEO**

**BOARD OF TRUSTEES**

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Dr. Bard De Vore  
Dr. Brad Huff  
Ruth F. Quinto, CPA  
Scott Barton*

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possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, EMPLOYEE is certifying that he/she/they is a childcare custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

### **N. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.



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**O. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

1. I have read this Agreement and accept employment with SCHOOL on terms specified herein.
2. All information I have provided to SCHOOL related to my employment is true and accurate.
3. I have received and reviewed the job description for this position and understand my job duties.
4. I have received, reviewed, and signed the SCHOOL Employer/Employee Arbitration Agreement.
5. I have received and reviewed the SCHOOL calendar.
6. I have received, reviewed, and signed the Employee Handbook.

EMPLOYEE Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Signature:

\_\_\_\_\_  
Chief Executive Officer, Robert Golden

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal, Amanda Breuer

\_\_\_\_\_  
Date

***This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy Public Charter School.***



# **GOLDEN**

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## **CHARTER ACADEMY**

### **GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

## **AT-WILL EMPLOYMENT AGREEMENT 2022 – 20223**

**Between**

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

**and**

**ROBERT BEACH**

THIS AT-WILL EMPLOYMENT AGREEMENT (herein referred to as “Agreement”) is entered into by and between the Board of Directors (herein referred to as “Board”) of Golden Charter Academy Public Charter School (herein referred to as “SCHOOL” or “EMPLOYER”), operating a California public charter school(s) in Fresno County(ies), approved by the Fresno Unified School District (herein referred to as the “District(s)”) and the above-named employee (herein referred to as “EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL’s Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOL’s Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

#### **A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s Charter is available to you on our website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s Charter and to act always in accordance with the educational mission, policies, and procedures described therein. The SCHOOL has been duly approved by the Board of Education District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s Charter or other relevant law.

**ROBERT GOLDEN,  
PRESIDENT & CEO**

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4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as **TEACHER** is incorporated by reference herein (See attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the SCHOOL in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty, subject or grade level, according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL; and
4. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and



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5. EMPLOYEE will perform such duties as the SCHOOL may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone, or any other electronic device, while at home or at another location other than the school site as the SCHOOL deems reasonable and/or necessary; and
6. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

**C. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of **\$61,966**.

EMPLOYEE shall participate in *mandatory* Professional Development training. Employee shall provide proof of completion of such training in the form of daily attendance sign-in forms.

**D. BENEFITS**

Teaching positions designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium overage amount will be deducted from the employee’s semi-monthly paycheck on a pre-tax basis.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be





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covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**E. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification of applicable licensure, credentials (compliant with ESSA, as applicable), and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

*General Education/Core Class Certification Assignment*

The EMPLOYEE must maintain, or will obtain, a valid California teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificated of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) as required by law, and at all times thereafter must maintain a valid California teaching credential as required for the EMPLOYEE's certificated assignments while EMPLOYEE is employed by the SCHOOL.

*Non-Core/Non-General Education Certificated Assignment*

EMPLOYEE understands that if teaching a non-core or non-general education subject EMPLOYEE must maintain, or will obtain, a valid teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificate of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) on or by July 1, 2025.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education, and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This contract may be terminated at any time if EMPLOYEE fails to maintain (general education certificated assignment) or to obtain a valid teaching credential (non-core/non-general education certificated assignment) as required for the EMPLOYEE's certificated assignment by July 1, 2025.

**F. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **August 1, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2023.



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EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.

EMPLOYEE understands that there are **one-hundred and seventy-five (175)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 7:30 a.m. through 4:30 p.m.). End time is upon completion of duties. It is the expectation of the Board that actual hours required to carry out the duties and responsibilities of the position in a satisfactory manner may exceed the regular school hours, and therefore it is the expectation of the Board that actual hours worked will exceed the above referenced minimum performance requirement. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

### **G. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs, and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by SCHOOL under this Contract, absent further agreement with EMPLOYEE.
  - a. That which is developed without use of equipment, supplies, facilities, or trade secret information of SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not related (1) to the business of SCHOOL; (2) to SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870).



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2. *Protection.* SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At SCHOOL’s expense, EMPLOYEE will cooperate with SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend SCHOOL’s intellectual property rights.

### **H. PROPRIETARY PROPERTY**

SCHOOL’s proprietary property is the personal property of SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of SCHOOL’s business. As part of the consideration for EMPLOYEE’s employment and the compensation received from SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for an unauthorized purpose.
3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL proprietary information.

“Proprietary Information” means information (a) that is not known by actual or potential competitors of SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to SCHOOL, and (c) that has material economic value or potential material economic value to SCHOOL’s present and future educational operations. “Proprietary Information” shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by SCHOOL.

### **I. EVALUATION**

EMPLOYER will at minimum, annually evaluate and assess in writing the performance of the EMPLOYEE as specified in SCHOOL personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall occur no later than the Board of Director’s regularly scheduled May Board Meeting.



# GOLDEN

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### **J. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of this Agreement, a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice to the EMPLOYEE.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of SCHOOL.

No one other than the Board of SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

### **K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with SCHOOL.

The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his/her/their ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER's operation without first notifying the EMPLOYER.

Any employee of SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his/her/their supervisor. If the employee still believes that performing the off-duty job is allowable, the EMPLOYEE agrees to provide the SCHOOL in writing, before commencing the outside job, a detailed description of the work to be performed and the hours of the proposed work.

### **L. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any other employment rights or property rights with SCHOOL.

### **M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in his/her/their professional capacity or within the scope of his/her/their employment whom he/she/they knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically



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possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, EMPLOYEE is certifying that he/she/they is a childcare custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

### **N. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.





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By signing below, the EMPLOYEE declares as follows:

1. I have read this Agreement and accept employment with SCHOOL on terms specified herein.
2. All information I have provided to SCHOOL related to my employment is true and accurate.
3. I have received and reviewed the job description for this position and understand my job duties.
4. I have received, reviewed, and signed the SCHOOL Employer/Employee Arbitration Agreement.
5. I have received and reviewed the SCHOOL calendar.
6. I have received, reviewed, and signed the Employee Handbook.

EMPLOYEE Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Signature:

\_\_\_\_\_  
**Chief Executive Officer, Robert Golden**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Principal, Amanda Breuer**

\_\_\_\_\_  
**Date**

***This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy Public Charter School.***



# **GOLDEN**

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## **CHARTER ACADEMY**

### **GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

## **AT-WILL EMPLOYMENT AGREEMENT 2022 – 20223**

**Between**

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

**and**

**AMBER MOSONGO (AKA BOLINGER)**

THIS AT-WILL EMPLOYMENT AGREEMENT (herein referred to as “Agreement”) is entered into by and between the Board of Directors (herein referred to as “Board”) of Golden Charter Academy Public Charter School (herein referred to as “SCHOOL” or “EMPLOYER”), operating a California public charter school(s) in Fresno County(ies), approved by the Fresno Unified School District (herein referred to as the “District(s)”) and the above-named employee (herein referred to as “EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL’s Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOL’s Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

#### **A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s Charter is available to you on our website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s Charter and to act always in accordance with the educational mission, policies, and procedures described therein. The SCHOOL has been duly approved by the Board of Education District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s Charter or other relevant law.

**ROBERT GOLDEN,  
PRESIDENT & CEO**

**BOARD OF TRUSTEES**

*Dr. Ed González, Chair  
Keshia Thomas, Vice Chair  
Dr. Bard De Vore  
Dr. Brad Huff  
Ruth F. Quinto, CPA  
Scott Barton*

*Golden Charter Academy  
1626 W Princeton Ave  
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(559) 293-3157  
info@goldencharteracademy.org*



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4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as **TEACHER** is incorporated by reference herein (See attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the SCHOOL in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty, subject or grade level, according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL; and
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5. EMPLOYEE will perform such duties as the SCHOOL may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone, or any other electronic device, while at home or at another location other than the school site as the SCHOOL deems reasonable and/or necessary; and
6. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

**C. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of **\$64,135**.

EMPLOYEE shall participate in *mandatory* Professional Development training. Employee shall provide proof of completion of such training in the form of daily attendance sign-in forms.

**D. BENEFITS**

Teaching positions designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium overage amount will be deducted from the employee’s semi-monthly paycheck on a pre-tax basis.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be



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covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**E. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification of applicable licensure, credentials (compliant with ESSA, as applicable), and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

*General Education/Core Class Certification Assignment*

The EMPLOYEE must maintain, or will obtain, a valid California teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificated of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) as required by law, and at all times thereafter must maintain a valid California teaching credential as required for the EMPLOYEE's certificated assignments while EMPLOYEE is employed by the SCHOOL.

*Non-Core/Non-General Education Certificated Assignment*

EMPLOYEE understands that if teaching a non-core or non-general education subject EMPLOYEE must maintain, or will obtain, a valid teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificate of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) on or by July 1, 2025.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education, and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This contract may be terminated at any time if EMPLOYEE fails to maintain (general education certificated assignment) or to obtain a valid teaching credential (non-core/non-general education certificated assignment) as required for the EMPLOYEE's certificated assignment by July 1, 2025.

**F. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **August 1, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2023.





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EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.

EMPLOYEE understands that there are **one-hundred and seventy-five (175)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 7:30 a.m. through 4:30 p.m.). End time is upon completion of duties. It is the expectation of the Board that actual hours required to carry out the duties and responsibilities of the position in a satisfactory manner may exceed the regular school hours, and therefore it is the expectation of the Board that actual hours worked will exceed the above referenced minimum performance requirement. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

### **G. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs, and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by SCHOOL under this Contract, absent further agreement with EMPLOYEE.
  - a. That which is developed without use of equipment, supplies, facilities, or trade secret information of SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not related (1) to the business of SCHOOL; (2) to SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870).



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2. *Protection.* SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At SCHOOL’s expense, EMPLOYEE will cooperate with SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend SCHOOL’s intellectual property rights.

### **H. PROPRIETARY PROPERTY**

SCHOOL’s proprietary property is the personal property of SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of SCHOOL’s business. As part of the consideration for EMPLOYEE’s employment and the compensation received from SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for an unauthorized purpose.
3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL proprietary information.

“Proprietary Information” means information (a) that is not known by actual or potential competitors of SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to SCHOOL, and (c) that has material economic value or potential material economic value to SCHOOL’s present and future educational operations. “Proprietary Information” shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by SCHOOL.

### **I. EVALUATION**

EMPLOYER will at minimum, annually evaluate and assess in writing the performance of the EMPLOYEE as specified in SCHOOL personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall occur no later than the Board of Director’s regularly scheduled May Board Meeting.



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**J. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of this Agreement, a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE’s employment at any time with or without cause and with or without advance notice to the EMPLOYEE.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of SCHOOL.

No one other than the Board of SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this “at-will” relationship.

**K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with SCHOOL.

The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his/her/their ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER’s operation without first notifying the EMPLOYER.

Any employee of SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his/her/their supervisor. If the employee still believes that performing the off-duty job is allowable, the EMPLOYEE agrees to provide the SCHOOL in writing, before commencing the outside job, a detailed description of the work to be performed and the hours of the proposed work.

**L. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any other employment rights or property rights with SCHOOL.

**M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in his/her/their professional capacity or within the scope of his/her/their employment whom he/she/they knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically



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possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, EMPLOYEE is certifying that he/she/they is a childcare custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

### **N. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.



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**O. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

1. I have read this Agreement and accept employment with SCHOOL on terms specified herein.
2. All information I have provided to SCHOOL related to my employment is true and accurate.
3. I have received and reviewed the job description for this position and understand my job duties.
4. I have received, reviewed, and signed the SCHOOL Employer/Employee Arbitration Agreement.
5. I have received and reviewed the SCHOOL calendar.
6. I have received, reviewed, and signed the Employee Handbook.

EMPLOYEE Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Signature:

\_\_\_\_\_  
**Chief Executive Officer, Robert Golden**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Principal, Amanda Breuer**

\_\_\_\_\_  
**Date**

***This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy Public Charter School.***





# GOLDEN CHARTER ACADEMY

## GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

### AT-WILL EMPLOYMENT AGREEMENT 2022 – 20223

Between

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

and

**SUE JONES**

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WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

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1. SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s Charter is available to you on our website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s Charter and to act always in accordance with the educational mission, policies, and procedures described therein. The SCHOOL has been duly approved by the Board of Education District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s Charter or other relevant law.

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Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as **TEACHER** is incorporated by reference herein (See attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the SCHOOL in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty, subject or grade level, according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL; and
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5. EMPLOYEE will perform such duties as the SCHOOL may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone, or any other electronic device, while at home or at another location other than the school site as the SCHOOL deems reasonable and/or necessary; and
6. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

**C. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of **\$66,380**. EMPLOYEE has requested to receive no more than **\$49,746** from the EMPLOYER for the duration of the 2022 – 2023 Fiscal Year to maintain their current retirement benefits.

EMPLOYEE shall participate in *mandatory* Professional Development training. Employee shall provide proof of completion of such training in the form of daily attendance sign-in forms.

**D. BENEFITS**

Teaching positions designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium overage amount will be deducted from the employee’s semi-monthly paycheck on a pre-tax basis.

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable



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## CHARTER ACADEMY

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PRESIDENT & CEO**

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to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**E. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification of applicable licensure, credentials (compliant with ESSA, as applicable), and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

*General Education/Core Class Certification Assignment*

The EMPLOYEE must maintain, or will obtain, a valid California teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificated of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) as required by law, and at all times thereafter must maintain a valid California teaching credential as required for the EMPLOYEE's certificated assignments while EMPLOYEE is employed by the SCHOOL.

*Non-Core/Non-General Education Certificated Assignment*

EMPLOYEE understands that if teaching a non-core or non-general education subject EMPLOYEE must maintain, or will obtain, a valid teaching credential or certificate as required for the EMPLOYEE's certificated assignment (obtain a certificate of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) on or by July 1, 2025.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE's own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education, and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This contract may be terminated at any time if EMPLOYEE fails to maintain (general education certificated assignment) or to obtain a valid teaching credential (non-core/non-general education certificated assignment) as required for the EMPLOYEE's certificated assignment by July 1, 2025.

**F. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **August 1, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2023.



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EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule. Nothing in this paragraph or the employee's day-to-day schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.

EMPLOYEE understands that there are **one-hundred and seventy-five (175)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 7:30 a.m. through 4:30 p.m.). End time is upon completion of duties. It is the expectation of the Board that actual hours required to carry out the duties and responsibilities of the position in a satisfactory manner may exceed the regular school hours, and therefore it is the expectation of the Board that actual hours worked will exceed the above referenced minimum performance requirement. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

### **G. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs, and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by SCHOOL under this Contract, absent further agreement with EMPLOYEE.
  - a. That which is developed without use of equipment, supplies, facilities, or trade secret information of SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not related (1) to the business of SCHOOL; (2) to SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870).





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2. *Protection.* SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At SCHOOL’s expense, EMPLOYEE will cooperate with SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend SCHOOL’s intellectual property rights.

### **H. PROPRIETARY PROPERTY**

SCHOOL’s proprietary property is the personal property of SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of SCHOOL’s business. As part of the consideration for EMPLOYEE’s employment and the compensation received from SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for an unauthorized purpose.
3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL proprietary information.

“Proprietary Information” means information (a) that is not known by actual or potential competitors of SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to SCHOOL, and (c) that has material economic value or potential material economic value to SCHOOL’s present and future educational operations. “Proprietary Information” shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by SCHOOL.

### **I. EVALUATION**

EMPLOYER will at minimum, annually evaluate and assess in writing the performance of the EMPLOYEE as specified in SCHOOL personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall occur no later than the Board of Director’s regularly scheduled May Board Meeting.



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### **J. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of this Agreement, a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice to the EMPLOYEE.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of SCHOOL.

No one other than the Board of SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

### **K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with SCHOOL.

The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his/her/their ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER's operation without first notifying the EMPLOYER.

Any employee of SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his/her/their supervisor. If the employee still believes that performing the off-duty job is allowable, the EMPLOYEE agrees to provide the SCHOOL in writing, before commencing the outside job, a detailed description of the work to be performed and the hours of the proposed work.

### **L. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any other employment rights or property rights with SCHOOL.

### **M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in his/her/their professional capacity or within the scope of his/her/their employment whom he/she/they knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically



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possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, EMPLOYEE is certifying that he/she/they is a childcare custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

### **N. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.



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**O. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

1. I have read this Agreement and accept employment with SCHOOL on terms specified herein.
2. All information I have provided to SCHOOL related to my employment is true and accurate.
3. I have received and reviewed the job description for this position and understand my job duties.
4. I have received, reviewed, and signed the SCHOOL Employer/Employee Arbitration Agreement.
5. I have received and reviewed the SCHOOL calendar.
6. I have received, reviewed, and signed the Employee Handbook.

EMPLOYEE Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Signature:

\_\_\_\_\_  
Chief Executive Officer, Robert Golden

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal, Amanda Breuer

\_\_\_\_\_  
Date

*This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy Public Charter School.*



# GOLDEN CHARTER ACADEMY

GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

## AT-WILL EMPLOYMENT AGREEMENT 2022 – 2023

Between

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

and

**KIMBERLY SCARBOROUGH**

THIS AT-WILL EMPLOYMENT AGREEMENT (herein referred to as “Agreement”) is entered into by and between the Board of Directors (herein referred to as “Board”) of Golden Charter Academy Public Charter School (herein referred to as “SCHOOL” or “EMPLOYER”), operating a California public charter school(s) in Fresno County(ies), approved by the Fresno Unified School District (herein referred to as the “District(s)”) and the above-named employee (herein referred to as “EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL’s Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOL’s Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

### **A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s Charter is available to you on our website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s Charter and to act always in accordance with the educational mission, policies, and procedures described therein. The SCHOOL has been duly approved by the Board of Education District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the

EMPLOYEE Initials  
PAGE 1 OF 10

**ROBERT  
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laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s Charter or other relevant law.

- 4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as **TEACHER** is incorporated by reference herein (See attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

- 1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
- 2. Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the SCHOOL in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty, subject or grade level, according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
- 3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL; and



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- EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
- EMPLOYEE will perform such duties as the SCHOOL may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone, or any other electronic device, while at home or at another location other than the school site as the SCHOOL deems reasonable and/or necessary; and
- EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

**C. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an annual gross salary of **\$54,000**.

EMPLOYEE shall participate in *mandatory* Professional Development training. Employee shall provide proof of completion of such training in the form of daily attendance sign-in forms.

**D. BENEFITS**

Teaching positions designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the State Employees Retirement System (STRS) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.

Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium overage amount will be deducted from the employee’s semi-monthly paycheck on a pre-tax basis.



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EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**E. QUALIFICATIONS**

EMPLOYEE understands that employment is contingent upon verification of applicable licensure, credentials (compliant with ESSA, as applicable), and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

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The EMPLOYEE must maintain, or will obtain, a valid California teaching credential or certificate as required for the EMPLOYEE’s certificated assignment (obtain a certificated of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) as required by law, and at all times thereafter must maintain a valid California teaching credential as required for the EMPLOYEE’s certificated assignments while EMPLOYEE is employed by the SCHOOL.

Non-Core/Non-General Education Certificated Assignment

EMPLOYEE understands that if teaching a non-core or non-general education subject EMPLOYEE must maintain, or will obtain, a valid teaching credential or certificate as required for the EMPLOYEE’s certificated assignment (obtain a certificate of clearance and satisfy the requirements for professional fitness pursuant to Ed. Code Sections 44339, 44340, and 44341) on or by July 1, 2025.

EMPLOYEE understands that employment is contingent upon EMPLOYEE obtaining a valid teaching credential at the EMPLOYEE’s own expense unless otherwise agreed to in writing. EMPLOYEE understands EMPLOYEE is solely responsible for obtaining the required training, education, and obtaining and filing with the proper entities the required documentation necessary to obtain and maintain a valid California teaching credential. This contract may be terminated at any time if EMPLOYEE fails to maintain (general education certificated assignment) or to obtain a valid teaching credential (non-core/non-general education certificated assignment) as required for the EMPLOYEE’s certificated assignment by July 1, 2025.

**F. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein.



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Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **August 1, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2023.

EMPLOYEE’s day-to-day work schedule shall be consistent with the SCHOOL’s schedule. Nothing in this paragraph or the employee’s day-to-day schedule shall alter EMPLOYEE’s At-Will employee status.

EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.

EMPLOYEE understands that there are **one-hundred and eighty-four (184)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular school hours (approximately 7:30 a.m. through 4:30 p.m.). End time is upon completion of duties. It is the expectation of the Board that actual hours required to carry out the duties and responsibilities of the position in a satisfactory manner may exceed the regular school hours, and therefore it is the expectation of the Board that actual hours worked will exceed the above referenced minimum performance requirement. As this position is exempt from overtime, additional duties of the EMPLOYEE may need to be performed outside of the daily work schedule. These additional duties include but are not limited to: Parent Teacher Conferences, Community Events, Field Trips, Dances, and Student Events. Additional duties may take place on weekends and/or mornings and evenings, before/after the conclusion of the minimum work schedule hours noted above herein.

**G. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs, and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by SCHOOL under this Contract, absent further agreement with EMPLOYEE.
  - a. That which is developed without use of equipment, supplies, facilities, or trade secret information of SCHOOL, and entirely on EMPLOYEE’s own time, which also (a) does not related (1) to the business of SCHOOL; (2) to SCHOOL’s actual or



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## CHARTER ACADEMY

**ROBERT GOLDEN, PRESIDENT & CEO**

**BOARD OF TRUSTEES**

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Keshia Thomas, Vice Chair  
Dr. Bard De Vore  
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info@goldencharteracademy.org*

demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870).

2. *Protection.* SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At SCHOOL’s expense, EMPLOYEE will cooperate with SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend SCHOOL’s intellectual property rights.

**H. PROPRIETARY PROPERTY**

SCHOOL’s proprietary property is the personal property of SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of SCHOOL’s business. As part of the consideration for EMPLOYEE’s employment and the compensation received from SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for an unauthorized purpose.
3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL proprietary information.

“Proprietary Information” means information (a) that is not known by actual or potential competitors of SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to SCHOOL, and (c) that has material economic value or potential material economic value to SCHOOL’s present and future educational operations. “Proprietary Information” shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by SCHOOL.





# GOLDEN CHARTER ACADEMY

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**I. EVALUATION**

EMPLOYER will at minimum, annually evaluate and assess in writing the performance of the EMPLOYEE as specified in SCHOOL personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall occur no later than the Board of Director’s regularly scheduled May Board Meeting.

**J. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of this Agreement, a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE’s employment at any time with or without cause and with or without advance notice to the EMPLOYEE.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of SCHOOL.

No one other than the Board of SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this “at-will” relationship.

**K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with SCHOOL.

The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his/her/their ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER’s operation without first notifying the EMPLOYER.

Any employee of SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his/her/their supervisor. If the employee still believes that performing the off-duty job is allowable, the EMPLOYEE agrees to provide the SCHOOL in writing, before commencing the outside job, a detailed description of the work to be performed and the hours of the proposed work.

**L. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any other employment rights or property rights with SCHOOL.



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**M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in his/her/their professional capacity or within the scope of his/her/their employment whom he/she/they knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, EMPLOYEE is certifying that he/she/they is a childcare custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

**N. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives,



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successors, and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

- 7. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.

  
EMPLOYEE Initials  
PAGE 9 OF 10



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**O. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

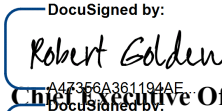
1. I have read this Agreement and accept employment with SCHOOL on terms specified herein.
2. All information I have provided to SCHOOL related to my employment is true and accurate.
3. I have received and reviewed the job description for this position and understand my job duties.
4. I have received, reviewed, and signed the SCHOOL Employer/Employee Arbitration Agreement.
5. I have received and reviewed the SCHOOL calendar.
6. I have received, reviewed, and signed the Employee Handbook.

EMPLOYEE Signature: 

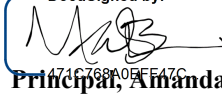
Date: 7/16/2022

Address: 1022 e elizabeth wy, Dinuba, CA 93618  
1022 e elizabeth wy, Dinuba, CA 93618

Telephone: 559-393-3717

SCHOOL Signature:   
**Chief Executive Officer, Robert Golden**

7/18/2022  
Date

  
**Principal, Amanda Breuer**

7/18/2022  
Date

***This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy Public Charter School.***



# GOLDEN CHARTER ACADEMY

## GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

### AT-WILL EMPLOYMENT AGREEMENT 2022 – 2023

Between

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

and

**MARTELL GOLDEN**

THIS AT-WILL EMPLOYMENT AGREEMENT (herein referred to as “Agreement”) is entered into by and between the Board of Directors (herein referred to as “Board”) of Golden Charter Academy Public Charter School (herein referred to as “SCHOOL” or “EMPLOYER”), operating a California public charter school(s) in Fresno County(ies), approved by the Fresno Unified School District (herein referred to as the “District(s)”) and the above-named employee (herein referred to as “EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL’s Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOL’s Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

#### **A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s Charter is available to you on our website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s Charter and to act always in accordance with the educational mission, policies, and procedures described therein. The SCHOOL has been duly approved by the Board of Education District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s Charter or other relevant law.

**ROBERT GOLDEN,  
PRESIDENT & CEO**

**BOARD OF TRUSTEES**

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4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as **Campus Safety Coordinator** is incorporated by reference herein (See attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the SCHOOL in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL; and
4. EMPLOYEE will accurately record time worked. Time worked is all the time actually spent on the job performing assigned duties. EMPLOYEE is required to record accurately the time they begin and end their work, as well as the beginning and ending time of each meal period, and the beginning and ending time of any split shift or departure from work for personal reasons. For this purpose, EMPLOYEE is required to log in and out on SCHOOL’s clock, including the beginning of the day, the beginning and end of meal periods, and the end of the workday; and



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5. If EMPLOYEE forgets to record his/her/their time, the Principal may make the correction and the change must be initiated by both EMPLOYEE and Principal. EMPLOYEE will sign their time record to certify the accuracy of all time recorded; and
6. EMPLOYEE understands altering, falsifying or tampering with timekeeping records, recording on a time card hours not worked, working hours not recorded on your time sheet (i.e., working “off the clock”), having someone else record your time or recording another employee’s time, and performing overtime work not specifically authorized in advance are all serious violations of SCHOOL policy which may result in disciplinary action, up to and including termination; and
7. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
8. EMPLOYEE will perform such duties as the SCHOOL may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone or any other electronic device, while at home or at another location other than the school site as the SCHOOL deems reasonable and/or necessary; and
9. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

**C. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an hourly rate of **\$19.75**.

**D. BENEFITS**

Certain positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the Federal Insurance Contributions Act (FICA) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does include these benefits.



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Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium coverage amount will be deducted from the employee’s semi-monthly paycheck on a pre-tax basis.

All classified employees will participate in The Federal Insurance Contributions Act (FICA) in accordance with federal regulations. The Golden Charter Academy has established a 403(B) plan for its classified employees. Each employee would be able to contribute a dollar amount or a percentage of their salary into the plan which would reduce salary. The company would match up to 3% of their 403(B) contribution.

The contribution made by the company would be subject to a vesting schedule. An employee must work for GCA for 6 years to have a right to 100% of the company’s contribution.	<table border="0"> <tr><td>1 year</td><td>0%</td></tr> <tr><td>2 years</td><td>20%</td></tr> <tr><td>3 years</td><td>40%</td></tr> <tr><td>4 years</td><td>60%</td></tr> <tr><td>5 years</td><td>80%</td></tr> <tr><td>6 years</td><td>100%</td></tr> </table>	1 year	0%	2 years	20%	3 years	40%	4 years	60%	5 years	80%	6 years	100%
1 year	0%												
2 years	20%												
3 years	40%												
4 years	60%												
5 years	80%												
6 years	100%												

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**E. QUALIFICATIONS**

The EMPLOYEE must maintain all required credentials and licenses necessary to perform the duties described herein while EMPLOYEE is employed by SCHOOL. EMPLOYEE understands that employment is contingent upon verification of applicable licensure, credentials, and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

**F. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **July 25, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2023.



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EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule, as applicable to the EMPLOYEE's job description. Nothing in this paragraph or the employee's day-to-day schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.

EMPLOYEE understands that there are **one-hundred and eighty-nine (189)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular OR after school hours (approximately 7:30 a.m. through 4:30 p.m.). As this position is non-exempt from overtime, if it is necessary in order to carry out the duties and responsibilities of the position in a satisfactory manner for EMPLOYEE to exceed the proscribed work schedule herein EMPLOYEE must obtain prior written approval from a designated supervisor for overtime before working overtime hours. EMPLOYEE agrees that he/she/they shall not be compensated for unapproved overtime hours. It is the expectation of the Board that actual hours worked will not exceed the above referenced performance requirement, unless deemed necessary and approved by a supervisor.

### **G. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs, and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by SCHOOL under this Contract, absent further agreement with EMPLOYEE.
  - a. That which is developed without use of equipment, supplies, facilities, or trade secret information of SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not related (1) to the business of SCHOOL; (2) to SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.



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3. *Cooperation.* At SCHOOL’s expense, EMPLOYEE will cooperate with SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend SCHOOL’s intellectual property rights.

### **H. PROPRIETARY PROPERTY**

The SCHOOL’s proprietary property is the personal property of SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of SCHOOL’s business. As part of the consideration for EMPLOYEE’s employment and the compensation received from SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for an unauthorized purpose.
3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL proprietary information.

“Proprietary Information” means information (a) that is not known by actual or potential competitors of SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to SCHOOL, and (c) that has material economic value or potential material economic value to SCHOOL’s present and future educational operations. “Proprietary Information” shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by SCHOOL.

### **I. EVALUATION**

EMPLOYER will at minimum, annually evaluate and assess in writing the performance of the EMPLOYEE as specified in SCHOOL personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall occur no later than the Board of Director’s regularly scheduled May Board Meeting.





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*Dr. Ed González, Chair  
Keshia Thomas, Vice Chair  
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Dr. Brad Huff  
Ruth F. Quinto, CPA  
Scott Barton*

*Golden Charter Academy  
1626 W Princeton Ave  
Fresno, CA, 93705  
(559) 293-3157  
info@goldencharteracademy.org*

**J. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of this Agreement, a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice to the EMPLOYEE.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of SCHOOL.

No one other than the Board of SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

**K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with SCHOOL.

The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his/her/their ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER's operation without first notifying the EMPLOYER.

Any employee of SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his/her/their supervisor. If the employee still believes that performing the off-duty job is allowable, the EMPLOYEE agrees to provide the SCHOOL in writing, before commencing the outside job, a detailed description of the work to be performed and the hours of the proposed work.

**L. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any other employment rights or property rights with SCHOOL.

**M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in his/her/their professional capacity or within the scope of his/her/their employment whom he/she/they knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically



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possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, EMPLOYEE is certifying that he/she/they is a childcare custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

### **N. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.



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**O. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

1. I have read this Agreement and accept employment with SCHOOL on terms specified herein.
2. All information I have provided to SCHOOL related to my employment is true and accurate.
3. I have received and reviewed the job description for this position and understand my job duties.
4. I have received, reviewed, and signed the SCHOOL Employer/Employee Arbitration Agreement.
5. I have received and reviewed the SCHOOL calendar.
6. I have received, reviewed, and signed the Employee Handbook.

EMPLOYEE Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Signature:

\_\_\_\_\_  
**Chief Executive Officer, Robert Golden**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Principal, Amanda Breuer**

\_\_\_\_\_  
**Date**

***This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy Public Charter School.***



# GOLDEN CHARTER ACADEMY

## GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

### AT-WILL EMPLOYMENT AGREEMENT 2022 – 2023

Between

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

and

**ASHLEY JACKSON**

THIS AT-WILL EMPLOYMENT AGREEMENT (herein referred to as “Agreement”) is entered into by and between the Board of Directors (herein referred to as “Board”) of Golden Charter Academy Public Charter School (herein referred to as “SCHOOL” or “EMPLOYER”), operating a California public charter school(s) in Fresno County(ies), approved by the Fresno Unified School District (herein referred to as the “District(s)”) and the above-named employee (herein referred to as “EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL’s Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOL’s Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

#### **A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s Charter is available to you on our website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s Charter and to act always in accordance with the educational mission, policies, and procedures described therein. The SCHOOL has been duly approved by the Board of Education District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s Charter or other relevant law.

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4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as **LEARNING GUIDE** is incorporated by reference herein (See attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the SCHOOL in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL; and
4. EMPLOYEE will accurately record time worked. Time worked is all the time actually spent on the job performing assigned duties. EMPLOYEE is required to record accurately the time they begin and end their work, as well as the beginning and ending time of each meal period, and the beginning and ending time of any split shift or departure from work for personal reasons. For this purpose, EMPLOYEE is required to log in and out on SCHOOL’s clock, including the beginning of the day, the beginning and end of meal periods, and the end of the workday; and





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5. If EMPLOYEE forgets to record his/her/their time, the Principal may make the correction and the change must be initiated by both EMPLOYEE and Principal. EMPLOYEE will sign their time record to certify the accuracy of all time recorded; and
6. EMPLOYEE understands altering, falsifying or tampering with timekeeping records, recording on a time card hours not worked, working hours not recorded on your time sheet (i.e., working “off the clock”), having someone else record your time or recording another employee’s time, and performing overtime work not specifically authorized in advance are all serious violations of SCHOOL policy which may result in disciplinary action, up to and including termination; and
7. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
8. EMPLOYEE will perform such duties as the SCHOOL may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone or any other electronic device, while at home or at another location other than the school site as the SCHOOL deems reasonable and/or necessary; and
9. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

**C. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an hourly rate of **\$19.64**.

**D. BENEFITS**

Certain positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the Federal Insurance Contributions Act (FICA) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does not include these benefits.



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Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium coverage amount will be deducted from the employee's semi-monthly paycheck on a pre-tax basis.

All classified employees will participate in The Federal Insurance Contributions Act (FICA) in accordance with federal regulations. The Golden Charter Academy has established a 403(B) plan for its classified employees. Each employee would be able to contribute a dollar amount or a percentage of their salary into the plan which would reduce salary. The company would match up to 3% of their 403(B) contribution.

The contribution made by the company would be subject to a vesting schedule. An employee must work for GCA for 6 years to have a right to 100% of the company's contribution.	1 year	0%
	2 years	20%
	3 years	40%
	4 years	60%
	5 years	80%
	6 years	100%

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

### **E. QUALIFICATIONS**

The EMPLOYEE must maintain all required credentials and licenses necessary to perform the duties described herein while EMPLOYEE is employed by SCHOOL. EMPLOYEE understands that employment is contingent upon verification of applicable licensure, credentials, and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

### **F. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **July 11, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2023.



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EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule, as applicable to the EMPLOYEE's job description. Nothing in this paragraph or the employee's day-to-day schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.

EMPLOYEE understands that there are **two-hundred and one** (201) workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular OR after school hours (approximately 7:30 a.m. through 4:30 p.m.). As this position is non-exempt from overtime, if it is necessary in order to carry out the duties and responsibilities of the position in a satisfactory manner for EMPLOYEE to exceed the proscribed work schedule herein EMPLOYEE must obtain prior written approval from a designated supervisor for overtime before working overtime hours. EMPLOYEE agrees that he/she/they shall not be compensated for unapproved overtime hours. It is the expectation of the Board that actual hours worked will not exceed the above referenced performance requirement, unless deemed necessary and approved by a supervisor.

### **G. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs, and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by SCHOOL under this Contract, absent further agreement with EMPLOYEE.
  - a. That which is developed without use of equipment, supplies, facilities, or trade secret information of SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not related (1) to the business of SCHOOL; (2) to SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.



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3. *Cooperation.* At SCHOOL's expense, EMPLOYEE will cooperate with SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend SCHOOL's intellectual property rights.

### **H. PROPRIETARY PROPERTY**

The SCHOOL's proprietary property is the personal property of SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of SCHOOL's business. As part of the consideration for EMPLOYEE's employment and the compensation received from SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for an unauthorized purpose.
3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to SCHOOL, and (c) that has material economic value or potential material economic value to SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by SCHOOL.

### **I. EVALUATION**

EMPLOYER will at minimum, annually evaluate and assess in writing the performance of the EMPLOYEE as specified in SCHOOL personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall occur no later than the Board of Director's regularly scheduled May Board Meeting.



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EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of SCHOOL.

No one other than the Board of SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

**K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

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The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his/her/their ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER's operation without first notifying the EMPLOYER.

Any employee of SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his/her/their supervisor. If the employee still believes that performing the off-duty job is allowable, the EMPLOYEE agrees to provide the SCHOOL in writing, before commencing the outside job, a detailed description of the work to be performed and the hours of the proposed work.

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**M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in his/her/their professional capacity or within the scope of his/her/their employment whom he/she/they knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically





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possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

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1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.



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5. I have received and reviewed the SCHOOL calendar.
6. I have received, reviewed, and signed the Employee Handbook.

EMPLOYEE Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Signature:

\_\_\_\_\_  
**Chief Executive Officer, Robert Golden**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Principal, Amanda Breuer**

\_\_\_\_\_  
**Date**

***This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy Public Charter School.***



# GOLDEN CHARTER ACADEMY

## GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

### AT-WILL EMPLOYMENT AGREEMENT 2022 – 2023

Between

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

and

**JERMAINE JACKSON**

THIS AT-WILL EMPLOYMENT AGREEMENT (herein referred to as “Agreement”) is entered into by and between the Board of Directors (herein referred to as “Board”) of Golden Charter Academy Public Charter School (herein referred to as “SCHOOL” or “EMPLOYER”), operating a California public charter school(s) in Fresno County(ies), approved by the Fresno Unified School District (herein referred to as the “District(s)”) and the above-named employee (herein referred to as “EMPLOYEE”). EMPLOYER desires to hire EMPLOYEE who will assist SCHOOL in achieving the goals and meeting the requirements of the SCHOOL’s Charters. The Board desires to engage the services of the EMPLOYEE for purpose of assisting SCHOOL in implementing its purposes, policies, and procedures. The parties recognize that SCHOOL is generally exempt from the provisions of the California Education Code, except as expressly set forth in the Charter SCHOOL’s Act of 1992 or elsewhere in other applicable laws or regulations.

WHEREAS, SCHOOL and EMPLOYEE wish to enter into an at-will employment relationship under the conditions set forth herein, the parties hereby agree as follows:

#### **A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. SCHOOL has been established and operates pursuant to the Charter Schools Act of 1992, California Education Code section 47600, et seq. The SCHOOL’s Charter is available to you on our website and can be provided to you separately as a PDF file at your request and is incorporated by reference herein. EMPLOYEE agrees to read and become familiar with the provisions of the SCHOOL’s Charter and to act always in accordance with the educational mission, policies, and procedures described therein. The SCHOOL has been duly approved by the Board of Education District.
2. EMPLOYEE understands that the SCHOOL is a separate legal entity from the District. The District is not liable for any debts or obligations of the SCHOOL, and EMPLOYEE expressly recognizes that he/she/they is being employed by the SCHOOL and not the District.
3. Pursuant to California Education Code section 47610, the SCHOOL must comply with all of the provisions set forth in its charter but is otherwise generally exempt from the laws governing school districts except as specified in the California Charter Schools Act, the SCHOOL’s Charter or other relevant law.

**ROBERT GOLDEN,  
PRESIDENT & CEO**

**BOARD OF TRUSTEES**

*Dr. Ed González, Chair  
Keshia Thomas, Vice Chair  
Dr. Bard De Vore  
Dr. Brad Huff  
Ruth F. Quinto  
Scott Barton*

*Golden Charter Academy  
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Fresno, CA, 93705  
(559) 293-3157  
info@goldencharteracademy.org*



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4. The SCHOOL shall be deemed the exclusive public-school employer of the employees at the SCHOOL for purposes of California Government Code section 3540.1.

EMPLOYEE is willing and qualified to provide the services referenced above. SCHOOL has need of the EMPLOYEE’s services and therefore desires to employ the EMPLOYEE.

Employment terms are governed by this Agreement and the current SCHOOL charter, handbooks, policies, procedures, rules or regulations, as adopted and amended from time to time by SCHOOL.

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as **LEARNING GUIDE** is incorporated by reference herein (See attached “Exhibit A”). The duties set forth in that job description may be amended from time to time at the sole discretion of SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the SCHOOL in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL; and
4. EMPLOYEE will accurately record time worked. Time worked is all the time actually spent on the job performing assigned duties. EMPLOYEE is required to record accurately the time they begin and end their work, as well as the beginning and ending time of each meal period, and the beginning and ending time of any split shift or departure from work for personal reasons. For this purpose, EMPLOYEE is required to log in and out on SCHOOL’s clock, including the beginning of the day, the beginning and end of meal periods, and the end of the workday; and



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5. If EMPLOYEE forgets to record his/her/their time, the Principal may make the correction and the change must be initiated by both EMPLOYEE and Principal. EMPLOYEE will sign their time record to certify the accuracy of all time recorded; and
6. EMPLOYEE understands altering, falsifying or tampering with timekeeping records, recording on a time card hours not worked, working hours not recorded on your time sheet (i.e., working “off the clock”), having someone else record your time or recording another employee’s time, and performing overtime work not specifically authorized in advance are all serious violations of SCHOOL policy which may result in disciplinary action, up to and including termination; and
7. EMPLOYEE will not render services in person or by electronic means, paid or otherwise for any other entity during contracted work hours with the SCHOOL; and
8. EMPLOYEE will perform such duties as the SCHOOL may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone or any other electronic device, while at home or at another location other than the school site as the SCHOOL deems reasonable and/or necessary; and
9. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

**C. COMPENSATION**

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed.

EMPLOYEE shall receive an hourly rate of **\$19.64**.

**D. BENEFITS**

Certain positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the Federal Insurance Contributions Act (FICA) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does not include these benefits.





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Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium coverage amount will be deducted from the employee’s semi-monthly paycheck on a pre-tax basis.

All classified employees will participate in The Federal Insurance Contributions Act (FICA) in accordance with federal regulations. The Golden Charter Academy has established a 403(B) plan for its classified employees. Each employee would be able to contribute a dollar amount or a percentage of their salary into the plan which would reduce salary. The company would match up to 3% of their 403(B) contribution.

The contribution made by the company would be subject to a vesting schedule. An employee must work for GCA for 6 years to have a right to 100% of the company’s contribution.	<table border="0"> <tr><td>1 year</td><td style="text-align: right;">0%</td></tr> <tr><td>2 years</td><td style="text-align: right;">20%</td></tr> <tr><td>3 years</td><td style="text-align: right;">40%</td></tr> <tr><td>4 years</td><td style="text-align: right;">60%</td></tr> <tr><td>5 years</td><td style="text-align: right;">80%</td></tr> <tr><td>6 years</td><td style="text-align: right;">100%</td></tr> </table>	1 year	0%	2 years	20%	3 years	40%	4 years	60%	5 years	80%	6 years	100%
1 year	0%												
2 years	20%												
3 years	40%												
4 years	60%												
5 years	80%												
6 years	100%												

EMPLOYEE will have no rights or entitlement under any District policy or procedure unless that policy or procedure has been adopted by EMPLOYER and specifically made applicable to EMPLOYEE by EMPLOYER. Notwithstanding the foregoing, EMPLOYEE will be covered by all applicable federal and state employment laws including those prohibiting discrimination or harassment in the workplace.

**E. QUALIFICATIONS**

The EMPLOYEE must maintain all required credentials and licenses necessary to perform the duties described herein while EMPLOYEE is employed by SCHOOL. EMPLOYEE understands that employment is contingent upon verification of applicable licensure, credentials, and other legally required qualifications, including but not limited to fingerprint clearance from the Bureau of Criminal Identification and Information, Civil Check, and T.B. testing.

**F. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **July 11, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2023.



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EMPLOYEE's day-to-day work schedule shall be consistent with the SCHOOL's schedule, as applicable to the EMPLOYEE's job description. Nothing in this paragraph or the employee's day-to-day schedule shall alter EMPLOYEE's At-Will employee status.

EMPLOYEE understands that the workdays during a school year include paid professional development days, as specified in the SCHOOL calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the SCHOOL calendar to fulfill all the obligations of this agreement.

EMPLOYEE understands that there are **two-hundred and one** (201) workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

As a minimum performance requirement, the work schedule for the EMPLOYEE shall be Monday through Friday, during regular OR after school hours (approximately 7:30 a.m. through 4:30 p.m.). As this position is non-exempt from overtime, if it is necessary in order to carry out the duties and responsibilities of the position in a satisfactory manner for EMPLOYEE to exceed the proscribed work schedule herein EMPLOYEE must obtain prior written approval from a designated supervisor for overtime before working overtime hours. EMPLOYEE agrees that he/she/they shall not be compensated for unapproved overtime hours. It is the expectation of the Board that actual hours worked will not exceed the above referenced performance requirement, unless deemed necessary and approved by a supervisor.

### **G. INTELLECTUAL PROPERTY**

1. *Ownership.* All intellectual property developed by SCHOOL or developed by EMPLOYEE while employed by SCHOOL under this Contract will be owned by SCHOOL including, without limitation, works of authorship (e.g., writings, graphic designs, and computer programs); inventions (whether tangible or intangible); and, trademarks. However, the following intellectual property is *excluded* from ownership by SCHOOL under this Contract, absent further agreement with EMPLOYEE.
  - a. That which is developed without use of equipment, supplies, facilities, or trade secret information of SCHOOL, and entirely on EMPLOYEE's own time, which also (a) does not related (1) to the business of SCHOOL; (2) to SCHOOL's actual or demonstrably anticipated research or development; or (b) which does not result from work performed by EMPLOYEE for SCHOOL. (See California Labor Code Section 2870).
2. *Protection.* SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.



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3. *Cooperation.* At SCHOOL's expense, EMPLOYEE will cooperate with SCHOOL to facilitate the provisions of this section of the Agreement, without limitation, through execution of assignments, execution of formal documents to support applications for intellectual property protection and providing testimony in litigation to enforce or defend SCHOOL's intellectual property rights.

### **H. PROPRIETARY PROPERTY**

The SCHOOL's proprietary property is the personal property of SCHOOL and constitutes confidential trade secrets and curriculum, which comprises the substance of SCHOOL's business. As part of the consideration for EMPLOYEE's employment and the compensation received from SCHOOL, EMPLOYEE agrees at all times, both during or after termination of employment, except as necessary in the ordinary course of performing duties as an employee of SCHOOL:

1. EMPLOYEE shall keep in the strictest confidence and trust all proprietary information.
2. EMPLOYEE shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for an unauthorized purpose.
3. EMPLOYEE shall at all times during employment promptly advise SCHOOL of any knowledge that employee may have of any unauthorized release or use of SCHOOL proprietary information.

"Proprietary Information" means information (a) that is not known by actual or potential competitors of SCHOOL or is generally unavailable to the public, (b) that has been created, discovered, developed, or otherwise conveyed to SCHOOL, and (c) that has material economic value or potential material economic value to SCHOOL's present and future educational operations. "Proprietary Information" shall include trade secrets (as that term is defined under California Civil Code Section 3426.1) and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, techniques, technical data, and any modifications or enhancements of any of the foregoing, and all program, marketing, sales, or other financial or business information disclosed to employee by SCHOOL.

### **I. EVALUATION**

EMPLOYER will at minimum, annually evaluate and assess in writing the performance of the EMPLOYEE as specified in SCHOOL personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall occur no later than the Board of Director's regularly scheduled May Board Meeting.



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## CHARTER ACADEMY

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### **J. AT-WILL EMPLOYMENT**

EMPLOYEE understands that no promise of this Agreement, a specific term of employment has been made by the SCHOOL. All employment at the SCHOOL is at-will. Either the EMPLOYEE or the SCHOOL may terminate EMPLOYEE's employment at any time with or without cause and with or without advance notice to the EMPLOYEE.

EMPLOYEE may also be demoted or disciplined and the terms of his/her/their employment altered at any time, with or without cause, at the sole discretion of SCHOOL.

No one other than the Board of SCHOOL has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the term of this Agreement, and any such agreement must be in writing and must be signed by the Board of SCHOOL and by the affected EMPLOYEE and must specifically state the intention to alter this "at-will" relationship.

### **K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

EMPLOYEE will not render services in person or by electronic means paid or otherwise, for any other entity during contracted work hours with SCHOOL.

The EMPLOYEE agrees not to work in any off-duty job which has the effect of interfering with his/her/their ability to safely and competently perform job duties or that is in direct conflict with the essential operations of the EMPLOYER and that for the EMPLOYEE to engage in would result in a material and substantial disruption of the EMPLOYER's operation without first notifying the EMPLOYER.

Any employee of SCHOOL who desires to work in an off-duty job will first discuss the appropriateness of that job with his/her/their supervisor. If the employee still believes that performing the off-duty job is allowable, the EMPLOYEE agrees to provide the SCHOOL in writing, before commencing the outside job, a detailed description of the work to be performed and the hours of the proposed work.

### **L. NO TENURE**

During the term of this Agreement, EMPLOYEE understands that he/she/they will not acquire or accrue tenure or any other employment rights or property rights with SCHOOL.

### **M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE**

California Penal Code section 11166 requires any child care custodian such as the EMPLOYEE who has knowledge of, or observes, a child in his/her/their professional capacity or within the scope of his/her/their employment whom he/she/they knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically



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possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, EMPLOYEE is certifying that he/she/they is a childcare custodian and has knowledge of California Penal Code section 11166 and will comply with its provisions.

### **N. GENERAL PROVISIONS**

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
6. **Assignment:** The rights and obligations of the respective parties under this Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors, and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.
7. **Attorney Fees:** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.





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## CHARTER ACADEMY

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**O. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

1. I have read this Agreement and accept employment with SCHOOL on terms specified herein.
2. All information I have provided to SCHOOL related to my employment is true and accurate.
3. I have received and reviewed the job description for this position and understand my job duties.
4. I have received, reviewed, and signed the SCHOOL Employer/Employee Arbitration Agreement.
5. I have received and reviewed the SCHOOL calendar.
6. I have received, reviewed, and signed the Employee Handbook.

EMPLOYEE Signature: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

SCHOOL Signature:

\_\_\_\_\_  
**Chief Executive Officer, Robert Golden**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Principal, Amanda Breuer**

\_\_\_\_\_  
**Date**

***This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy Public Charter School.***

# Coversheet

## Dustin Verzosa Photography & Video 2022/2023 Contract

**Section:** II. Consent Agenda  
**Item:** E. Dustin Verzosa Photography & Video 2022/2023 Contract  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Independent Contractor Agreement (Dustin Verzosa), 2022-23.pdf



# GOLDEN CHARTER ACADEMY

GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

## INDEPENDENT CONTRACTOR AGREEMENT

Between

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

and

**DUSTIN VERZOSA**

### A. THE PARTIES

THIS INDEPENDENT CONTRACTOR AGREEMENT (herein referred to as the (“Agreement”)) is made by and between GOLDEN CHARTER ACADEMY (herein referred to as the “AGENCY”) with a mailing address of 1719 L Street, Fresno, CA 93721.

AND

Dustin Verzosa, an individual (hereinafter referred to as “CONTRACTOR”) with a mailing address of \_\_\_\_\_.

AGENCY and CONTRACTOR are sometimes collectively referred to in the Agreement as the “Parties” or singularly as a “Party” or by their individual names.

WHEREAS, the AGENCY intends to pay the CONTRACTOR for services provided, effective August 1, 2021, under the following terms and conditions:

### B. SERVICES

The CONTRACTOR agrees to provide AGENCY with strategy and implementation consulting services (herein referred to as the “Services”), such services and duties to include, but not limited to, the services and duties described in on Page 6, attached hereto and incorporated herein by this reference (the “Scope of Work”).

### C. PAYMENT

The AGENCY agrees to pay for the Services performed by the CONTRACTOR.

The CONTRACTOR agrees to be paid as follows: **\$2,000** per month. Hours may vary depending on services needed.

CONTRACTOR will submit to AGENCY a biweekly or monthly invoice for services rendered. Upon receipt of CONTRACTOR’s invoice, AGENCY will make payment to CONTRACTOR within 14 days of receiving CONTRACTOR’s invoice.

**ROBERT GOLDEN,  
PRESIDENT & CEO**

#### BOARD OF TRUSTEES

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**D. TERMS OF AGREEMENT**

The Services provided by the CONTRACTOR shall begin on **August 1, 2022** (or the day the contract is officially signed) and until terminated as set forth below (the “Term”).

**E. INDEPENDENT CONTRACTOR STATUS**

The CONTRACTOR, under the code of Internal Revenue Services (IRS), is an independent CONTRACTOR and neither the CONTRACTOR’s employees or contract personnel are, or shall be deemed, the AGENCY’s employees.

**F. FEDERAL AND STATE TAXES**

Under this Agreement, the AGENCY shall not be responsible for:

- i. Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the CONTRACTOR’s payments to employees or personnel to make payments on behalf of the CONTRACTOR; and
- ii. Making federal or state unemployment compensation contributions on the CONTRACTOR’s behalf; and
- iii. The payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable incomes taxes and, if the CONTRACTOR is not a corporation, all applicable self-employment taxes. Upon demand, the CONTRACTOR shall provide the AGENCY with proof that such payments have been made.

**G. UNEMPLOYMENT COMPENSATION**

The CONTRACTOR shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The CONTRACTOR shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

**H. WORKERS’ COMPENSATION**

The CONTRACTOR shall be responsible for providing all workers’ compensation insurance on behalf of their employees. If the CONTRACTOR hires employees to perform any work under this Agreement, the CONTRACTOR agrees to grant workers’ compensation coverage to the extent required by law. Upon request by the AGENCY, the CONTRACTOR must provide certificates providing workers’ compensation insurance at any time during the performance of the Service.



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**I. LIABILITY INSURANCE**

The CONTRACTOR agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the CONTRACTOR agrees to obtain comprehensive liability insurance coverage in case of bodily injury, personal injury, property damage, contractual liability, and cross-liability.

There shall be no minimum required amount for the liability insurance.

**J. INDEMNIFICATION**

The CONTRACTOR shall indemnify and hold the AGENCY harmless from any loss or liability from performing the Services under this Agreement.

**K. TERMINATION OF AGREEMENT**

This Agreement shall terminate at the discretion of either party. Either Party may terminate this Agreement, without cause, at any time by delivering at least fourteen (14) days written notice to the other party:

A material breach of the other party; or Any act exposing the other party to liability to others for personal injury or property damage.

**L. EXCLUSIVE AGREEMENT**

This entire Agreement is between the AGENCY and CONTRACTOR.

**M. RESOLVING DISPUTES**

If a dispute arises under this Agreement, any party may take the matter to a California state court.

**N. PROPRIETARY INFORMATION**

Proprietary information, under this Agreement, shall include:

- i. The product of all work performed under this Agreement (herein referred to as the “Work Product”), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress, and deliverables, will be the sole property of the AGENCY, and CONTRACTOR hereby assigns to the AGENCY all right, title, and interest therein, including, but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. CONTRACTOR retains no right to use the Work Product and agrees not to challenge the validity of the AGENCY’s ownership in the Work Product; and





# GOLDEN CHARTER ACADEMY

## GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

**ROBERT GOLDEN,  
PRESIDENT & CEO**

**BOARD OF TRUSTEES**

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Keshia Thomas, Vice Chair  
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Dr. Brad Huff  
Ruthie Quinto  
Scott Barton*

*Golden Charter Academy  
1626 W Princeton Ave  
Fresno, CA, 93705  
(559) 660-5144  
info@goldencharteracademy.org*

- ii. CONTRACTOR hereby assigned to the AGENCY all right, title, and interest in any and all photographic images and videos or audio recordings made by the AGENCY during CONTRACTOR’s work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and
- iii. The AGENCY will be entitled to use CONTRACTOR’s name and/or likeness use in advertising and other materials.

**O. NO PARTNERSHIP**

This Agreement does not create a partnership relationship between the AGENCY and the CONTRACTOR. Unless otherwise directed, the CONTRACTOR shall have no authority to enter into contracts on AGENCY’s behalf or represent the AGENCY in any manner unless approved by AGENCY.

**P. GOVERNING LAW AND VENUE**

This rights and obligations of the Parties under or arising out of, and the enforcement and interpretation of, this Agreement shall be governed by the laws of the State of California. The venue of any lawsuit concerning this Agreement, or the rights and duties of any Party in relation hereto, shall be Fresno County Superior Court or in the United States District Court, Eastern District of California (Fresno).

**Q. SEVERABILITY**

This Agreement shall remain in effect in the event of a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

**R. WAIVER OF BREACH**

Any waiver by the AGENCY of a breach of any section of this Agreement by the CONTRACTOR shall not operate or be construed as a waiver of any subsequent breach by the CONTRACTOR.



# GOLDEN CHARTER ACADEMY

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**S. ENTIRE AGREEMENT**

This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understanding between the AGENCY and CONTRACTOR.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

AGENCY

\_\_\_\_\_  
Chief Executive Officer, Robert Golden

\_\_\_\_\_  
Date

CONTRACTOR

\_\_\_\_\_  
Independent Contractor, Dustin Verzosa

\_\_\_\_\_  
Date

*This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy.*



# GOLDEN

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## CHARTER ACADEMY

### GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

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*Scott Barton*

*Golden Charter Academy*  
*1626 W Princeton Ave*  
*Fresno, CA, 93705*  
*(559) 660-5144*  
*info@goldencharteracademy.org*

## SCOPE OF WORK

The scope of work will include the following:

- Take videos, photos and produce media content for the Golden Charter Academy
- Assist with I.T. Services upon request

# Coversheet

## Golden Pursuit of Growth 2022/2023

**Section:** II. Consent Agenda  
**Item:** F. Golden Pursuit of Growth 2022/2023  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Independent Contractor Agreement (Golden Pursuit of Growth), 2022-23.pdf



**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

**INDEPENDENT CONTRACTOR AGREEMENT**

**Between**

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

**and**

**GOLDEN PURSUIT OF GROWTH**

**A. THE PARTIES**

THIS INDEPENDENT CONTRACTOR AGREEMENT (herein referred to as the (“Agreement”)) is made by and between GOLDEN CHARTER ACADEMY (herein referred to as the “AGENCY”) with a mailing address of 1719 L Street, Fresno, CA 93721.

AND

Golden Pursuit of Growth, a company (hereinafter referred to as “CONTRACTOR”) with a mailing address of.

AGENCY and CONTRACTOR are sometimes collectively referred to in the Agreement as the “Parties” or singularly as a “Party” or by their individual names.

WHEREAS, the AGENCY intends to pay the CONTRACTOR for services provided, effective March 18, 2022, under the following terms and conditions:

**B. SERVICES**

The CONTRACTOR agrees to provide AGENCY with strategy and implementation consulting services (herein referred to as the “Services”), such services and duties to include, but not limited to, the services and duties described in on Page 6, attached hereto and incorporated herein by this reference (the “Scope of Work”).

**C. PAYMENT**

The AGENCY agrees to pay for the Services performed by the CONTRACTOR.

The CONTRACTOR agrees to be paid as follows: **\$2,100** biweekly, totaling **\$4,200** a month. Hours may vary depending on services needed.

CONTRACTOR will submit to AGENCY a biweekly or monthly invoice for services rendered. Upon receipt of CONTRACTOR’s invoice, AGENCY will make payment to CONTRACTOR within 14 days of receiving CONTRACTOR’s invoice.

**ROBERT  
GOLDEN,  
PRESIDENT &  
CEO**

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**D. TERMS OF AGREEMENT**

The Services provided by the CONTRACTOR shall begin on **January 10, 2022** (or the day the contract is officially signed) and until terminated as set forth below (the “Term”).

**E. INDEPENDENT CONTRACTOR STATUS**

The CONTRACTOR, under the code of Internal Revenue Services (IRS), is an independent CONTRACTOR and neither the CONTRACTOR’s employees or contract personnel are, or shall be deemed, the AGENCY’s employees.

**F. FEDERAL AND STATE TAXES**

Under this Agreement, the AGENCY shall not be responsible for:

- i. Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the CONTRACTOR’s payments to employees or personnel to make payments on behalf of the CONTRACTOR; and
- ii. Making federal or state unemployment compensation contributions on the CONTRACTOR’s behalf; and
- iii. The payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable incomes taxes and, if the CONTRACTOR is not a corporation, all applicable self-employment taxes. Upon demand, the CONTRACTOR shall provide the AGENCY with proof that such payments have been made.

**G. UNEMPLOYMENT COMPENSATION**

The CONTRACTOR shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The CONTRACTOR shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

**H. WORKERS’ COMPENSATION**

The CONTRACTOR shall be responsible for providing all workers’ compensation insurance on behalf of their employees. If the CONTRACTOR hires employees to perform any work under this Agreement, the CONTRACTOR agrees to grant workers’ compensation coverage to the extent required by law. Upon request by the AGENCY, the CONTRACTOR must provide certificates providing workers’ compensation insurance at any time during the performance of the Service.



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**I. LIABILITY INSURANCE**

The CONTRACTOR agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the CONTRACTOR agrees to obtain comprehensive liability insurance coverage in case of bodily injury, personal injury, property damage, contractual liability, and cross-liability.

There shall be no minimum required amount for the liability insurance.

**J. INDEMNIFICATION**

The CONTRACTOR shall indemnify and hold the AGENCY harmless from any loss or liability from performing the Services under this Agreement.

**K. TERMINATION OF AGREEMENT**

This Agreement shall terminate at the discretion of either party. Either Party may terminate this Agreement, without cause, at any time by delivering at least fourteen (14) days written notice to the other party:

A material breach of the other party; or Any act exposing the other party to liability to others for personal injury or property damage.

**L. EXCLUSIVE AGREEMENT**

This entire Agreement is between the AGENCY and CONTRACTOR.

**M. RESOLVING DISPUTES**

If a dispute arises under this Agreement, any party may take the matter to a California state court.

**N. PROPRIETARY INFORMATION**

Proprietary information, under this Agreement, shall include:

- i. The product of all work performed under this Agreement (herein referred to as the “Work Product”), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress, and deliverables, will be the sole property of the AGENCY, and CONTRACTOR hereby assigns to the AGENCY all right, title, and interest therein, including, but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret



# GOLDEN CHARTER ACADEMY

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rights, and other proprietary rights therein. CONTRACTOR retains no right to use the Work Product and agrees not to challenge the validity of the AGENCY's ownership in the Work Product; and

- ii. CONTRACTOR hereby assigned to the AGENCY all right, title, and interest in any and all photographic images and videos or audio recordings made by the AGENCY during CONTRACTOR's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and
- iii. The AGENCY will be entitled to use CONTRACTOR's name and/or likeness use in advertising and other materials.

**O. NO PARTNERSHIP**

This Agreement does not create a partnership relationship between the AGENCY and the CONTRACTOR. Unless otherwise directed, the CONTRACTOR shall have no authority to enter into contracts on AGENCY's behalf or represent the AGENCY in any manner unless approved by AGENCY.

**P. GOVERNING LAW AND VENUE**

This rights and obligations of the Parties under or arising out of, and the enforcement and interpretation of, this Agreement shall be governed by the laws of the State of California. The venue of any lawsuit concerning this Agreement, or the rights and duties of any Party in relation hereto, shall be Fresno County Superior Court or in the United States District Court, Eastern District of California (Fresno).

**Q. SEVERABILITY**

This Agreement shall remain in effect in the event of a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

**R. WAIVER OF BREACH**

Any waiver by the AGENCY of a breach of any section of this Agreement by the CONTRACTOR shall not operate or be construed as a waiver of any subsequent breach by the CONTRACTOR.



# GOLDEN CHARTER ACADEMY

## GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

### S. ENTIRE AGREEMENT

This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understanding between the AGENCY and CONTRACTOR.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

AGENCY

**Chief Executive Officer, Robert Golden**

**Date**

CONTRACTOR

**Independent Contractor, Golden Pursuit of Growth**

**Date**

***This Employment Agreement is subject to ratification by the Governing Board of Golden Charter Academy.***

**ROBERT  
GOLDEN,  
PRESIDENT &  
CEO**

#### BOARD OF TRUSTEES

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# GOLDEN

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## CHARTER ACADEMY

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

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CEO**

**BOARD OF TRUSTEES**

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## **SCOPE OF WORK**

The scope of work will include the following:

- Food distribution
- Cafeteria oversight
- Mentoring
- Campus support
- Assist with after-school programming



# Coversheet

## Revolution Food Services 2022/2023

**Section:** II. Consent Agenda  
**Item:** G. Revolution Food Services 2022/2023  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Golden Charter Academy Vended NSLP Contract 2022-23 v2 no equipment[3577].pdf

## AGREEMENT TO PROVIDE MEALS

This Agreement to Provide Meals (“**Agreement**” or “**Contract**”) dated July 20, 2022 is made by and between GOLDEN CHARTER ACADEMY (“**Partner**”), located at 1626 W. Princeton, Fresno, CA 93705 and the Vendor (“**Vendor**” or “**Revolution Foods**”), located at 16932 Valley View Avenue, La Mirada, CA 90638. Partner and Vendor may be individually referred to herein as a “Party” or collectively referred to as the “Parties.”

**A. Services.** Vendor shall furnish to Partner the services, as fully described in the attached Exhibit "A" and incorporated into this Agreement by reference (“**Services**” or “**Statement of Work**” or “**SOW**”).

**B. Term and Termination**

1. This Agreement will begin on August 1, 2022 and will end July 31, 2023 (“**Term**”).
2. The Parties may renew this Agreement for additional Terms, provided that no additional Term exceeds one (1) calendar year (“**Renewal Term**”). The first Term and any subsequent Renewal Term(s) are collectively referred to as the “Term” and are subject to the provision for early termination set forth below.
  - a. Except as otherwise provided in this Agreement, the Parties agree that Vendor shall, at a minimum, adjust the Pricing in the Statement of Work for each Renewal Term. Pricing for the Renewal Term shall be determined by Vendor and based on changes to market conditions, any changes to the Scope of Work, or the regulations, requirements or reimbursements affecting the National School Lunch Act, the National School Lunch Program or other Federal Nutrition Programs.
3. Either Party may terminate this Agreement for default:
  - a. The non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have thirty (30) calendar days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement for cause by giving thirty (30) calendar days additional written notice to the breaching party. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Agreement.
  - b. Immediately upon written notice if the party becomes insolvent or the subject of any other proceeding, receivership, liquidation or assignment for the benefit of creditors.
4. Either party may terminate this Agreement for convenience by giving sixty (60) calendar days written notification to the other party, setting forth the reason and the effective date of termination.
5. Partner shall pay Vendor for Services provided through the effective termination date and all outstanding balances, not in dispute, within fifteen (15) calendar days of the Termination Date.

**C. Payment Terms**

1. Vendor shall issue itemized electronic invoices by the tenth (10<sup>th</sup>) calendar day of each month for Services provided during the previous month. Partner shall submit payment in such form as reasonably requested by Vendor within thirty (30) calendar days of receipt of Vendor’s invoice.
2. Vendor reserves the right to levy a seven percent (7%) interest rate (compounded monthly) or the maximum interest rate permitted by law, whichever is lower, on any and all balance(s) not in dispute and left unpaid on any invoice. For avoidance of doubt, failure to pay any invoice amount due on time is considered a material breach of this Agreement.
3. Partner shall provide written notice of invoice disputes no later than ten (10) calendar days of receipt of Vendor’s invoice. Partner’s failure to give notice of any invoice dispute within the stated timeframe shall constitute an unqualified waiver of

all disputes or claims for the period the invoice covers. Vendor shall retain the right to revise or correct invoices for services provided to Partner during the Term and Partner agrees to pay any difference between the revised or corrected invoice within thirty (30) days of receipt of such revision or correction.

4. No payment shall be made for meals affected by delivery or fulfillment errors if such delivery or fulfillment error affects Partner's claim for reimbursement, provided that, Partner provides detailed written notice of spoiled or delivery or fulfillment errors no later than twenty-four (24) hours after the delivery. Partner shall preserve evidence of meals for inspection by Vendor. Partner's failure to give written notice of any delivery or fulfillment error within the stated timeframe shall constitute an unqualified waiver of all errors or claims for that period.

#### **D. Compliance with Laws**

1. Vendor shall maintain state and local health certifications for the facility where meals are prepared for the Term.
2. Vendor shall comply with the Buy American Provision.
3. Partner shall maintain all appropriate state and local health certifications for each Partner site Vendor provides Services for the Term.
4. Vendor and Partner will comply with all applicable Federal, State and local statutes and regulations with regard to the preparation and consumption of Meals.
5. Partner shall maintain responsibility for claiming reimbursement from the appropriate State agency for all meals served to children enrolled in Partner schools.

#### **E. Monthly Menu Planning**

1. No later than one (1) week prior to the end of each month, Vendor shall provide a monthly menu and menu documentation for the Meals scheduled to be served the following month. Menu documentation includes:
  - Monthly Menu Production Records - demonstrates compliance with National School Lunch Program meal patterns for grades K-5, 6-8, 9-12
  - Carbohydrate Report - to assist parents and staff in ordering for students with diabetes.
  - Allergen Report - tracks the eight commonly recognized allergen components (wheat, dairy, eggs, soy, shellfish, fish, peanuts, tree nuts) as defined by the Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA).
2. Unforeseen circumstances may require that the Vendor occasionally make menu changes or provide substitutions in the Vendor's discretion. In the event such change or substitution is required, Vendor shall communicate the need in writing to Partner.
3. Partner shall keep on file a signed statement by a medical doctor or a recognized medical authority for students with special dietary needs.
4. Subject to an additional fee, Vendor shall accommodate special dietary needs only regarding food allergies resulting from the eight (8) major allergens as defined by the Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA): dairy, soy, peanut, tree nut, fish, shellfish, egg, and wheat.
5. Partner shall provide all Meals for students with special dietary needs other than those specifically provided for in this Agreement or Scope of Work.

#### **F. Records and Audit**

1. Partner shall administer and manage all aspects of the application process for free and reduced-price meals under the applicable Child Nutrition Program for all program participants.
2. Partner is responsible for all point of service meal counts and completion of all documents required by the applicable Child Nutrition Program, including making claims for reimbursements.
3. Vendor shall, in the event of an audit or administrative review of Partner's participation in a Child Nutrition Program for which the Vendor has provided Meals, provide audit/administrative review document requisition support to Partner, provided that Partner notifies Vendor of the full and complete scope of the audit or administrative review within three (3) business days of receiving notice of the administrative review or audit.
4. Vendor shall retain all records pertaining to the nutritional components and quantities of meals provided to Partner during the Term ("**Records**") for a period of three (3) years after the date of final payment made for Services provided under this Agreement ("**Retention Period**"). Partner may, upon written request and no later than sixty (60) calendar days prior to the end of the Retention Period request that Vendor retain Records for a reasonable time beyond the Retention Period.
5. Vendor shall make Records available for inspection by Partner and State and Federal authorities upon written request.

**Notices.** All notices or reports permitted or required under this Agreement will be in writing and will be sent by email or personal delivery or reputable expedited delivery service with signature required. All such notices or reports will be deemed given upon receipt. Such notices shall be addressed to the Party concerned at the addresses set forth below.

Notices to Partner shall be sent to:

GOLDEN CHARTER ACADEMY

1626 W. Princeton, Fresno, CA 93705

ATTENTION: Robert Golden, President and CEO

Notices to Vendor shall be sent to:

Revolution Foods

Attn: Customer Success Manager

16932 Valley View Avenue, La Mirada, CA 90638

(Copy to: Legal Department, 985 3rd Street, Unit C, Oakland, CA 94607)

#### **G. Confidentiality and Rights In Data**

During the Term, Vendor may grant to Partner a nonexclusive right to access Vendor's confidential information ("**Confidential Information**"). As used in this Agreement, Vendor's Confidential Information shall mean any and all technical and non-technical information disclosed or provided to Partner by or on behalf of Vendor in written, oral or electronic form in connection with this Agreement. Confidential Information will include, without limitation: trade secrets as defined by law, strategic and product development plans, sales and training methods, financial statements, Service details,, project records, employee lists or compensation information, marketing plans, existing and/or contemplated recipes/menus/food development strategies or plans, management and business manuals, handbooks, forms, policies and procedures, ideas, and/or studies not generally made available to the public. Without limiting the foregoing and except for software provided by Partner, Partner specifically agrees that all software used by Vendor to provide Services, including without limitation, menu systems, accounting systems, and other software, are owned by or licensed to Vendor and not to Partner. Furthermore, Partner's access to or use of such software shall not create any right, title interest, or copyright in such software and Partner shall not retain such software beyond the termination of the Agreement. Any discovery, invention, software, or programs paid for by Partner shall be the property of Partner.

Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to Vendor's disclosure; (ii) becomes publicly known and made generally available after Vendor's disclosure through no action or inaction of Partner; (iii) is already in Partner's possession at the time of Vendor's disclosure as shown by Partner's files and records immediately prior to Vendor's disclosure.

Partner shall not use the Confidential Information for any purpose other than performing this Agreement. Partner shall hold the Confidential Information in strict confidence, and shall take all reasonable precautions to protect the Confidential Information at all times from unauthorized disclosure, publication, or use, including, without limitation, using at least the same degree of care as it employs to protect its own Confidential Information of like nature (but in any event no less than a reasonable degree of care), acting in a manner consistent with Partner's obligations under this Agreement.

Unless otherwise required by law, subpoena or court order, Partner shall not disclose any of Vendor's Confidential Information, directly or indirectly, until such Confidential Information becomes publicly known and made generally available through no action or inaction of Partner. Unless otherwise required by law, subpoena or court order, Partner shall not photocopy or otherwise duplicate any Confidential Information without Vendor's prior written consent. Partner shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods to those of Vendor. Partner agrees to notify Vendor immediately in writing as soon as is practicable, upon any loss, misuse, misappropriation, or other unauthorized disclosure of the Confidential Information that comes to Partner's attention.

This provision shall survive termination of this Agreement. All Confidential Information shall remain the Vendor's exclusive property and Partner shall return all Confidential Information to Vendor upon termination of this Agreement. In the event of any breach of this provision, Vendor shall be entitled to all remedies, including an injunction or specific performance available at law or in equity.

#### H. Force Majeure and Inclement Weather

##### 1. Force Majeure.

- a. Neither Party shall be liable to the other for any unforeseeable interruption, delay, or failure to perform any covenant or promise contained in this Agreement caused directly by acts of God, network failures, acts of civil or military authorities, government orders, war, civil disturbances, energy crises, transportation contingencies, interruptions in third-party telecommunications, epidemics, pandemics, quarantines, or other catastrophes or occurrences which are reasonably beyond such Party's control; provided that any such delay or failure shall be remedied by such Party using commercially reasonable efforts as soon as possible after removal of the cause of such delay or failure. Disruptions to the supply chain that prevent performance by Vendor will be considered a force majeure event.
- b. The Parties shall use reasonable care to protect against the effects of force majeure, and the Party seeking relief under this provision shall promptly notify the other Party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by force majeure have been removed.
- c. Interruption, delay, or failure to perform any covenant or promise contained in this Agreement caused directly by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither Party shall recover any claim for damages from the other if that claim for damages is caused directly by force majeure.

##### 2. Inclement Weather.

- a. Partner shall contact Vendor's Client Project Manager in writing to report inclement weather-related interruptions to Service, including multiple day events.
- b. For meals properly cancelled by 10 a.m., the day preceding the scheduled day of delivery, Vendor shall credit Partner for all meals cancelled. Vendor shall assume that Service will occur on a given day if it is not cancelled.
- c. Vendor may, in the interest of safety, alter routes, delivery times, and menus at Vendor's discretion during Inclement Weather.



- d. Partner shall pay the full value of orders impacted by Inclement Weather not canceled.

**I. Indemnity and Limitation of Liability**

1. **Partner.** Partner shall defend, indemnify and hold harmless Vendor, its directors, officers, employees, suppliers, successors, and assigns from and against all liabilities, losses, damages, expenses, charges and fees (including reasonable attorney's fees) sustained or incurred by Vendor in connection with third-party claims arising out of or attributable to: (i) any breach of this Agreement by Partner; (ii) any breach of applicable law or regulation by Partner or Partner Workers; (iii) any negligence or willful misconduct by Partner or any of Partner Workers, in the performance of this Agreement; or (iv) any allegations that Services and/or Work Product infringes any third-party's intellectual property right, including without limitation, a copyright, patent or a trademark.
2. **Vendor.** Vendor shall defend, indemnify and hold harmless Partner, its directors, officers, employees, suppliers, successors, and assigns from and against all liabilities, losses, damages, expenses, charges and fees (including reasonable attorney's fees) sustained or incurred by Partner in connection with third-party claims arising out of or attributable to: (i) any breach of this Agreement by Vendor; (ii) any breach of applicable law or regulation by Vendor, or (iii) any negligence or willful misconduct by Vendor or its employees or contractors, as applicable, in the performance of this Agreement.
3. Excluding each Party's obligations above, if any Party incurs indemnification obligations under this section; or any expenses, damages, or other liabilities in connection with this Agreement, such Party's liability to the other Party shall not exceed the payments actually paid to the Vendor over the previous twelve (12) months. In no event will any Party be liable for any special, incidental, consequential, indirect damages, or damages for lost profits arising in any way out of this Agreement, however caused and on any theory of liability.

- J. Insurance.** The Parties to this Agreement will each maintain commercial general liability insurance for one million dollars (\$1,000,000) or more for each occurrence and two million dollars (\$2,000,000) or more in the aggregate. Coverage shall not be canceled or modified without providing thirty (30) days prior written notice to the other. Upon request, each party shall provide the other with an insurance certificate naming the other as additional insured under this policy within thirty (30) days of the date of this Agreement.

- K. Severability.** If any provision of this Agreement should be held invalid or unenforceable, then that provision only shall be modified to the extent necessary to make such provision valid and enforceable. All other provisions shall be unaffected and shall remain in full force and effect, to the extent consistent with the intent of the Parties as evidenced by this Agreement as a whole.

- L. Survival of Certain Terms.** The provisions of this Agreement which, by their nature should survive, shall survive expiration or termination of this Agreement for any reason.

- M. Waiver.** All waivers must be in writing and signed by the Party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**N. Entire Agreement; Modification and Amendment**

1. This Agreement constitutes the final, complete and exclusive agreement of the Parties with respect to the matters addressed in it and supersedes all prior and contemporaneous agreements, communications, negotiations or understandings between the Parties with respect to the matters addressed in it.
2. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If changes in Federal or State law, or their implementing regulations require any provision(s) of this Agreement to be modified, such modification shall automatically be incorporated into and made part of this Agreement on the effective date of such required change.
3. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by both Parties.

4. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

O. **Cooperation of the Parties.** The Parties agree to cooperate fully, work in good faith, and mutually assist each other in the performance of this Agreement and shall work to resolve problems associated with this agreement. Neither party will unreasonably withhold its approval of any act or request of the other to which the party’s approval is necessary or desirable.

P. **Assignment.** Partner may not assign its rights or obligations under this Agreement without the prior written consent of Vendor. Vendor may transfer or assign this Agreement or any of its rights and obligations, in whole or in part, without Partner’s consent, to any third party with which it merges, or consolidates, or to which it transfers all or substantially all its assets.

Q. **Choice of Law.** This Agreement shall be construed and governed by the laws of the State of California. Any lawsuit relating to this Agreement shall be instituted in a state or federal court in the Northern District of California, and the Parties irrevocably consent and waive all objections to the jurisdiction of any such court.

R. **Section Headings.** Section headings or titles are for convenience only and shall have no substantive effect in the interpretation of this Agreement.

The Parties whose signatures are affixed below are fully authorized to and have executed this Agreement:

**GOLDEN CHARTER ACADEMY**

**Revolution Foods, PBC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Tammy Wincup

Title: \_\_\_\_\_

Title: President & Chief Commercial Officer

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

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

Attachments: Exhibit A: Scope of Work

**Exhibit A: Scope of Work**

This Scope of Work #1 (“**SOW #1**”) is effective **August 1, 2022** (the “**SOW #1 Effective Date**”) and is made by and between GOLDEN CHARTER ACADEMY (“**Partner**”), and **Revolution Foods, PBC**. (“**Vendor**”). Partner and Vendor are each individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

1. **Governing Agreement.** This SOW #1 constitutes a “**Scope of Work**” under that certain Agreement to Provide Meals by and between the Parties, dated **July 20, 2022** (the “**Agreement**”). This SOW #1 and the Services contemplated include, and are subject to, the terms and conditions of the Agreement, which are incorporated by reference. Should any provision in this SOW conflict with any of the provisions in the Agreement, the Agreement shall control unless such conflicting provision specifically states otherwise.
2. **Scope of Services.** Vendor shall provide to Partner, meals compliant with the nutrition standards established by the United States Department of Agriculture (USDA) for the Child Nutrition Program specified below (“**Meals**”) with such specific reasonable requirements as the Parties may mutually agree upon from time to time during the Term.

- Breakfast under the National School Lunch Program
- Lunch under the National School Lunch Program
- Snack under the National School Lunch Program
- Supper under the Child and Adult Care Food Program

**2.1. Meal Ordering and Meal Components**

2.1.1. The number of meals prepared by Vendor will be determined by the quantity ordered by Partner. Partner shall place orders for Meals using Vendor’s online ordering system. Orders, including lunches for field trips, are due each Monday, 5:00pm local time, for Meals scheduled to be consumed the following week.

2.1.2. **Offer vs. Serve:** Vendor will provide breakfast and lunch meals following Offer vs. Serve (“**OvS**”). Fruits and vegetables provided during the applicable meal service shall not be used for other programs and activities.

2.1.3. For each Meal ordered, Vendor shall provide:

- 2.1.3.1. Breakfast entrée provided in individually packaged portions
- 2.1.3.2. Lunch entrée provided in individually packaged portions
- 2.1.3.3. Vegetable sides for lunch or supper provided in buffet-style
- 2.1.3.4. Side fruit and white milk, choice of 1% or nonfat, buffet-style for breakfast and lunch.
- 2.1.3.5. Snack meals include 2 components
- 2.1.3.6. 1-to-1 ratio of eating utensils and napkins to the number of Meals ordered
- 2.1.3.7. Condiments as designed with the Meal

2.2. **Holidays.** Vendor shall not be responsible for providing Meals on the following holidays. Vendor will notify Partner should holidays change.

- Independence Day
- Labor Day
- Thanksgiving Day
- Any business day on which the following holidays also occur: Christmas Eve, Christmas Day, New Year’s Eve, New Year’s Day
- Martin Luther King Jr. Day
- Memorial Day

**2.3. Delivery and Service of Meals**

2.3.1. Vendor will deliver Meals to ONE (1) site (“**Site**”) up to five (5) times per week. The delivery time will be agreed upon by both Parties. However, Vendor, in Vendor’s sole discretion, reserves the right to alter delivery routes and schedules to optimize delivery.

2.3.2. Partner agrees to pay the applicable delivery fee(s) listed in **section 2.4 Pricing**.

2.3.3. Vendor shall maintain the proper temperature of the meal components until Partner accepts delivery. Thereafter, Partner will be responsible for maintaining the proper temperature of the meal components until they are consumed.

2.3.4. Partner will provide all personnel necessary to accept delivery, serve, and supervise the consumption of Meals.

2.3.5. Meals shall be consumed pursuant to Vendor's specifications and during the specified meal service only. Vendor's Meals are not intended or labeled for retail sale.

**2.4. Pricing.** Partner shall pay the prices listed below for the Term.

MEAL PRICE			
Meal	Delivery frequency	Est. quantity per delivery	Price per Meal
Breakfast	Up to five (5) times per week	260	\$2.65
Lunch		260	\$4.10
Snack		260	\$1.10

2.4.1. The Parties agree that Pricing assumes that the conditions under which this SOW were entered remain the same for the Term. If changes to the following occur during the Term, the Parties shall promptly agree to a change in Pricing:

2.4.1.1. Market conditions

2.4.1.2. Changes to this SOW

2.4.1.3. Regulations, requirements, or reimbursements affecting the National School Lunch Act, the National School Lunch Program, other Federal Nutrition Programs, and/or certain commodities.

2.4.2. To the extent permitted by law, pricing shall remain confidential between Partner and Vendor.

2.4.3. There shall be no competitive food and beverage sales during the times Vendor provides Services. Competitive foods are defined as Meals, meal components, snacks, etc., served, but not provided by Vendor during the times Vendor provides Services. A breach of this section shall result in payment of lost profits to Vendor for Competitive foods.

**1.1. Fees.** Fees outlined below shall apply to each Site. Fees shall be paid from Partner's general funds and not from the non-profit food service account.

**1.1.1. Calendar Management**

1.1.1.1. Failure of Partner to provide Vendor with a monthly menu at least thirty (30) days before the first date of the Term or Renewal Term Vendor begins providing Services will result in a \$250 fee. At a minimum, the calendar shall include ALL non-service days for the Term, including holidays, site closures, off-site days, days where Meals will not be served, or participation is expected to be less than 50% of the quantities estimated in **section 2.4. Pricing**.

1.1.1.2. At least thirty (30) days before Vendor begins providing Services, Partner shall block out non-Service days in Vendor's online ordering system for each site Vendor will provide Services. If Partner fails to block out a non-service day and Vendor blocks out such day on behalf of Partner, Vendor shall charge \$250 for each site that Vendor blocks out such day on behalf of Partner.

1.1.2. **New Order Placements and Order Increases after Deadline.** Any orders placed or increased after Monday 5:00 p.m. local time, are subject to an additional \$100.00 per order, per Site. Partner acknowledges and accepts that all orders

received after the deadline are subject to product availability. Vendor may decline to provide Meals or suggest an alternative Meal if the requested Meal is not available.

1.1.3. **Order Cancellation or Decrease.** Subject to the Force Majeure and Inclement Weather provisions, Partner shall pay the price specified in **section 2.4. Pricing** for any order cancellations or decreases made more than 48 hours after the order deadline, of Monday, 5:00 p.m. local time for Meals scheduled to be consumed the following week.

1.1.4. **Order Adjustments.** Partner shall pay a convenience fee of no more than 10% per Meal for order change requests made after Monday 5:00 p.m. local time for the following week’s consumption, that affect operations, but do not result in an increase or decrease in the number of Meals ordered (e.g., decreasing lunch meal orders by 50 meals and adding 50 breakfast meals).

1.1.5. **Supplies.** Supplies (e.g., utensils, napkins, trays) (“**Supplies**”) are available for Partner to order using Vendor’s online ordering system at the prices provided therein. Supplies ordered shall be included on Vendor’s invoice to Partner (as applicable).

2. **Execution.** This SOW #1 may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

**ACCEPTED AND AGREED TO:**

**GOLDEN CHARTER ACADEMY**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Revolution Foods, PBC**

Signature: \_\_\_\_\_

Name: Tammy Wincup

Title: President & Chief Commercial Officer

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



# Coversheet

## SouthWest Transportation 2022/2023

**Section:** II. Consent Agenda  
**Item:** H. SouthWest Transportation 2022/2023  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Golden Charter Academy Form 2023 [Signed].pdf



**POOL ESTABLISHED BY OSS. OSS IS AN INTENDED THIRD PARTY BENEFICIARY OF THIS INDEMNITY PROVISION.**

The Qualified Entity will reimburse the Member for the reasonable costs of the Licensed Use of the motor vehicles at the agreed rate of \$ 36/\$46 per hour plus \$3.35 per mile.

Qualified Entity also warrants that it has or will obtain prior to the Licensed Use of said vehicles, first party insurance providing General Liability insurance coverage applicable thereto in amounts satisfactory to Member which said General Liability insurance policy limits shall be no less than Five Million Dollars (\$5,000,000.00).

Such insurance policy or policies shall name the **DISTRICT, ITS OFFICERS, AGENTS, AND EMPLOYEES, INDIVIDUALLY AND COLLECTIVELY, AS ADDITIONAL INSURED WITH RESPECT TO ALL MATTERS RELATING TO OR ARISING OUT OF THIS AGREEMENT.** Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the Member, its officers, agents and employees, individually and collectively, shall be excess only non-contributing with insurance provided under the USER's policies. The insurance of the Qualified Entity shall not be canceled or changed without a minimum of thirty (30) days advanced written notice given to the Member.

Qualified Entity will furnish Member with a certificate of insurance verifying said insurance with an insurance company acceptable to Member prior to the Licensed Use of the said vehicle. Qualified Entity also warrants that it will obtain and furnish to Member prior to the Licensed Use the usage of said motor vehicles an endorsement to their said policy of liability insurance naming Member, its Board of Trustees, officers, agents and employees as additional insured under the said liability insurance policy.

This Agreement cannot be changed or supplemented orally and may be modified or superseded only by an instrument executed by all parties.

If any provision of this agreement is held to be invalid or unenforceable by a Court of competent jurisdiction, that determination shall not invalidate or tender unenforceable any other provision of this Agreement.

This Agreement shall be for the benefit of and shall be binding upon all parties and their responsive successors and assigns. All parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary to give full force and effect to the terms of this Agreement.

All terms of OSS Policy V-01 are hereby applicable to this Agreement, and are fully incorporated herein as though fully set forth hereat.

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

By signing this Form V-100C, the Qualified Entity certifies that they are duly qualified as a tax exempt non-profit organization, or other public entity.

Date: 6-15-22

Gary Geringer - Agency Director

**AUTHORIZED REPRESENTATIVE OF MEMBER**

Date: 7/21/2022



Robert Golden, President & CEO  
Golden Charter Academy

**AUTHORIZED REPRESENTATIVE OF  
QUALIFIED ENTITY**

Please forward completed form to the Risk Manager of the Organization of Self-Insured Schools ("OSS").

# Coversheet

## 2022/2023 Carpet Doctors Contract

**Section:** II. Consent Agenda  
**Item:** J. 2022/2023 Carpet Doctors Contract  
**Purpose:**  
**Submitted by:**  
**Related Material:** Independent Contractor Agreement (Carpet Doctor), 2022-23.pdf





# GOLDEN CHARTER ACADEMY

GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

## INDEPENDENT CONTRACTOR AGREEMENT

Between

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

and

**CARPET DOCTOR LLC**

### A. THE PARTIES

THIS INDEPENDENT CONTRACTOR AGREEMENT (herein referred to as the (“Agreement”)) is made by and between GOLDEN CHARTER ACADEMY (herein referred to as the “AGENCY”) with a mailing address of 1719 L Street, Fresno, CA 93721.

AND

Carpet Doctor LLC, a company (hereinafter referred to as “CONTRACTOR”) with a mailing address of 6569 N Riverside Drive, Fresno, CA 93722.

AGENCY and CONTRACTOR are sometimes collectively referred to in the Agreement as the “Parties” or singularly as a “Party” or by their individual names.

WHEREAS, the AGENCY intends to pay the CONTRACTOR for services provided, effective November 1, 2021, under the following terms and conditions:

### B. SERVICES

The CONTRACTOR agrees to provide AGENCY with strategy and implementation consulting services (herein referred to as the “Services”), such services and duties to include, but not limited to, the services and duties described in on Page 6, attached hereto and incorporated herein by this reference (the “Scope of Work”).

### C. PAYMENT

The AGENCY agrees to pay for the Services performed by the CONTRACTOR.

The CONTRACTOR agrees to be paid as follows: **\$2,500** biweekly, totaling **\$5,000** a month. Hours may vary depending on services needed.

CONTRACTOR will submit to AGENCY a biweekly or monthly invoice for services rendered. Upon receipt of CONTRACTOR’s invoice, AGENCY will make payment to CONTRACTOR within 14 days of receiving CONTRACTOR’s invoice.

**ROBERT GOLDEN,  
PRESIDENT & CEO**

#### **BOARD OF TRUSTEES**

*Dr. Ed González, Chair  
Keshia Thomas, Vice  
Chair*

*Dr. Bard De Vore*

*Dr. Brad Huff*

*Ruth F. Quinto*

*Scott Barton*

*Christine Rose*

*Golden Charter Academy*

*1626 W Princeton Ave*

*Fresno, CA, 93705*

*(559) 293-3157*

*info@goldencharteracademy.org*



# GOLDEN CHARTER ACADEMY

## GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

**ROBERT GOLDEN,  
PRESIDENT & CEO**

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**D. TERMS OF AGREEMENT**

The Services provided by the CONTRACTOR shall begin on **August 1<sup>st</sup>, 2022** (or the day the contract is officially signed) and run through **May 31, 2023**, or until terminated as set forth below (the “Term”).

**E. INDEPENDENT CONTRACTOR STATUS**

The CONTRACTOR, under the code of Internal Revenue Services (IRS), is an independent CONTRACTOR and neither the CONTRACTOR’s employees or contract personnel are, or shall be deemed, the AGENCY’s employees.

**F. FEDERAL AND STATE TAXES**

Under this Agreement, the AGENCY shall not be responsible for:

- i. Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the CONTRACTOR’s payments to employees or personnel to make payments on behalf of the CONTRACTOR; and
- ii. Making federal or state unemployment compensation contributions on the CONTRACTOR’s behalf; and
- iii. The payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable incomes taxes and, if the CONTRACTOR is not a corporation, all applicable self-employment taxes. Upon demand, the CONTRACTOR shall provide the AGENCY with proof that such payments have been made.

**G. UNEMPLOYMENT COMPENSATION**

The CONTRACTOR shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The CONTRACTOR shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

**H. WORKERS’ COMPENSATION**

The CONTRACTOR shall be responsible for providing all workers’ compensation insurance on behalf of their employees. If the CONTRACTOR hires employees to perform any work under this Agreement, the CONTRACTOR agrees to grant workers’ compensation coverage to the extent required by law. Upon request by the AGENCY, the CONTRACTOR must provide certificates providing workers’ compensation insurance at any time during the performance of the Service.



# GOLDEN CHARTER ACADEMY

## GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

**ROBERT GOLDEN,  
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**I. LIABILITY INSURANCE**

The CONTRACTOR agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the CONTRACTOR agrees to obtain comprehensive liability insurance coverage in case of bodily injury, personal injury, property damage, contractual liability, and cross-liability.

There shall be no minimum required amount for the liability insurance.

**J. INDEMNIFICATION**

The CONTRACTOR shall indemnify and hold the AGENCY harmless from any loss or liability from performing the Services under this Agreement.

**K. TERMINATION OF AGREEMENT**

This Agreement shall terminate at the discretion of either party. Either Party may terminate this Agreement, without cause, at any time by delivering at least fourteen (14) days written notice to the other party:

A material breach of the other party; or Any act exposing the other party to liability to others for personal injury or property damage.

**L. EXCLUSIVE AGREEMENT**

This entire Agreement is between the AGENCY and CONTRACTOR.

**M. RESOLVING DISPUTES**

If a dispute arises under this Agreement, any party may take the matter to a California state court.

**N. PROPRIETARY INFORMATION**

Proprietary information, under this Agreement, shall include:

- i. The product of all work performed under this Agreement (herein referred to as the “Work Product”), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress, and deliverables, will be the sole property of the AGENCY, and CONTRACTOR hereby assigns to the AGENCY all right, title, and interest therein, including, but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. CONTRACTOR retains no right to use the Work Product and agrees not to challenge the validity of the AGENCY’s ownership in the Work Product; and



# GOLDEN CHARTER ACADEMY

## GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

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ii. CONTRACTOR hereby assigned to the AGENCY all right, title, and interest in any and all photographic images and videos or audio recordings made by the AGENCY during CONTRACTOR’s work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and

iii. The AGENCY will be entitled to use CONTRACTOR’s name and/or likeness use in advertising and other materials.

**O. NO PARTNERSHIP**

This Agreement does not create a partnership relationship between the AGENCY and the CONTRACTOR. Unless otherwise directed, the CONTRACTOR shall have no authority to enter into contracts on AGENCY’s behalf or represent the AGENCY in any manner unless approved by AGENCY.

**P. GOVERNING LAW AND VENUE**

This rights and obligations of the Parties under or arising out of, and the enforcement and interpretation of, this Agreement shall be governed by the laws of the State of California. The venue of any lawsuit concerning this Agreement, or the rights and duties of any Party in relation hereto, shall be Fresno County Superior Court or in the United States District Court, Eastern District of California (Fresno).

**Q. SEVERABILITY**

This Agreement shall remain in effect in the event of a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

**R. WAIVER OF BREACH**

Any waiver by the AGENCY of a breach of any section of this Agreement by the CONTRACTOR shall not operate or be construed as a waiver of any subsequent breach by the CONTRACTOR.



# GOLDEN CHARTER ACADEMY

## GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

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Christine Rose*

*Golden Charter Academy  
1626 W Princeton Ave  
Fresno, CA, 93705  
(559) 293-3157  
info@goldencharteracademy.org*

**S. ENTIRE AGREEMENT**

This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understanding between the AGENCY and CONTRACTOR.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

AGENCY

\_\_\_\_\_  
**Chief Executive Officer, Robert Golden**

\_\_\_\_\_  
**Date**

CONTRACTOR

\_\_\_\_\_  
**Independent Contractor, Carpet Doctor LLC**

\_\_\_\_\_  
**Date**

***This Employment Agreement is subject to ratification by the Governing Board of  
Golden Charter Academy.***





# GOLDEN

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## CHARTER ACADEMY

### GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

**ROBERT GOLDEN,  
PRESIDENT & CEO**

**BOARD OF TRUSTEES**

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*Fresno, CA, 93705*

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## SCOPE OF WORK

The scope of work will include the following:

- Daily Schedule
  - o 6:30 am – 9:00 am (Opening campus, Campus cleaning/sweep, Breakfast)
  - o 11:00 am – 1:30 pm (Cleaning/sweep, Lunch)
  - o 4:00 pm – 6:00pm or until completed (Afterschool Campus cleaning/sweep)
- Daily cleaning of campus and providing cleaning services for meal periods.
- Event campus cleaning and carpet shampooing services upon request

# Coversheet

## 2022/2023 Student Handbook Policy

**Section:** II. Consent Agenda  
**Item:** K. 2022/2023 Student Handbook Policy  
**Purpose:**  
**Submitted by:**  
**Related Material:** 2022-23 GCA Student-Family Handbook.pdf



**GOLDEN**

**CHARTER ACADEMY**

**SCHOOL OF ENVIRONMENTAL STEWARDSHIP**

# **Student-Family Handbook 2022-2023**

Golden Charter Academy  
1626 W. Princeton Ave  
Fresno, CA 93705  
559-293-3157  
[goldencharteracademy.org](http://goldencharteracademy.org)



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**GOLDEN**  
 CHARTER ACADEMY  
 SCHOOL OF ENVIRONMENTAL STEWARDSHIP

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# GOLDEN

CHARTER ACADEMY  
SCHOOL OF ENVIRONMENTAL STEWARDSHIP

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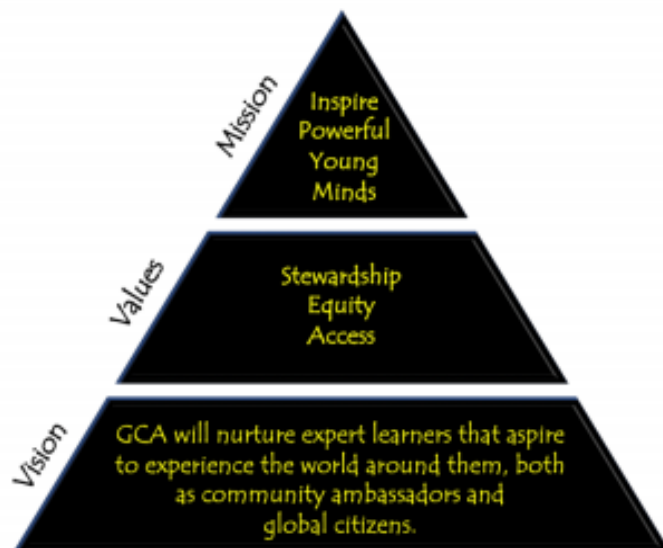


### Mission-Values-Vision

The overarching vision of the Golden Charter Academy is to nurture expert learners that aspire to experience the world around them, both as community ambassadors and global citizens. Our philosophy embraces the community, the natural world, the zoo, and the GCA campus as fundamental places of learning and relevance. The Golden Charter Academy views curriculum and learning from a foundation that seeks to break down barriers and positions all students for growth. The educational pathway of our students immerses them in experiences of awe, wonder, and curiosity through environmental engagement.

Through this vision, the Golden Charter Academy intends to serve all students, including those who have struggled academically, have been historically underserved, and socioeconomically disadvantaged. Students struggling with chronic absenteeism, behavioral issues that lead to suspension/expulsion, students with disabilities, as well as homeless and foster youth would benefit especially from an instructional approach that combines informed best practices with individualized attention through a schoolwide mentoring program.

The Golden Charter Academy is committed to the three core values of Stewardship, Equity, and Access. These values represent GCA's most ardent beliefs and underpin all educational efforts. Stewardship refers to the deep understanding of the interconnection of all life and the importance of conserving and managing the earth's natural resources as well as the care for community and place. Equity focuses on the Golden Charter Academy's purposeful commitment to elevating the cultural and societal instructional practices that develop their expertise. Curiosity, exploration, and discovery are the hallmarks of our educational program and the tools we use to Inspire powerful young minds, our central mission.





Through a comprehensive and balanced curriculum coupled with challenging assessments, the Golden Charter Academy aspires to develop the individual talents of young people and to teach them to relate the experiences of the classroom to the realities of the world outside. Beyond intellectual rigor and high academic standards, strong emphasis will be placed on the ideals of cultural understanding and responsible, environmental, citizenship. The goal is for students to become critical and compassionate thinkers, lifelong learners, and informed participants in local and world affairs. They will be conscious of the shared humanity that binds all people together while respecting the variety of cultures and attitudes that make for the richness of life.

### **What is a Charter School?**

Charter schools are public schools that offer families an alternative to traditional public schools. There are many different kinds of charter schools reflecting a myriad of educational approaches. GCA is a school of choice and not bound to any geographic area. Any child in the state of California is eligible to attend GCA.

### **Educational Program**

At GCA, we meet the needs of our students by meeting the demands of the times. Our students will have to acquire a set of skills in order to become successful in a 21st century society. Through a rigorous interdisciplinary approach rooted in place-based education principles, universal design for learning and environmental education, our GCA educational program provides opportunities for students to become environmentally literate, connected to nature poised to perceive themselves as global citizens, to think creatively and critically and communicate and collaborate with others as stewards of this planet. Our mission is to create globally-minded citizens who are respectful of all the land, water, air, cultures, nations, and people. GCA's educational program embraces the community, the natural world, the zoo, and the charter school campus as fundamental places of learning and relevance with targeted implementation of place-based learning, universal by design elements and environmental education that lead our students to think in systems, think critically and act as stewards for their world.

We view curriculum and learning from a foundation that seeks to break down barriers and position all students for growth and immerse them in experiences



of awe, wonder, and curiosity through environmental engagement. GCA's educational model creates a learning and growing environment that will help students develop into poised, confident, and articulate leaders who will use their education and life experiences to create positive change in their own lives, in their communities, and in the world and that all students leave the program with an intellectual curiosity for all academic disciplines and the academic preparation to be successful in high school, college, and the competitive world beyond. We believe it is imperative to keep students connected to their futures in positive ways and to develop students who understand the individual contributions they can make to their families, the local community, and the world beyond.

The Golden Charter Academy has a unique opportunity to offer an educational program in partnership with the Fresno Chaffee Zoo. To our knowledge, there are no other programs of this nature anywhere in the United States. This exciting union creates the possibility for GCA students to experience these interactions first-hand and in real-world settings. The partnership will expand the classrooms beyond the four walls of the traditional setting and bring the learning to life for students at GCA.

### **Administration**

The GCA Administrative Team consists of the Chief Executive Officer/President, Principal, Student Services Coordinator, Office Technician, Attendance Secretary and Administrative Assistant, and a Campus Engineer. They participate in the creation and implementation of the school's policies and procedures and are responsible for the financial integrity of the school. The Office Tech, Attendance Secretary, Administrative Assistant and other office staff are responsible for the front office, all communications relating to daily attendance, the maintenance of student records and student needs.

### **Faculty**

GCA teachers are active in all parts of the school's life, governance, and community-building events. In addition to the full-time faculty. Communication between school and home is critical to student success. Families are encouraged to contact their student's teachers regularly. Teachers can be reached by calling the main office, sending a note, or via email or ParentSquare.



## Board of Trustees

The Board of Trustees has final legal and fiduciary responsibility for all of the school, and the Board is composed of business and education professionals and community members. It is the ultimate authority in financial and policy issues. To make informed decisions, the Board receives input and recommendations from the Administration. The Board is responsible for ensuring that the school's practices and educational outcomes are consistent with the approved charter petition. Board meetings are held regularly and are open to the public. All stakeholders are invited to attend. Time and location of Board meetings are posted on the school's website and on the bulletin board outside the school's office.

Members:

- Ed González, Ed.D. - Chair
- Keshia Thomas, M.A. - Vice Chair
- Brad Huff, Ph.D.
- Bard De Vore, Ed.D.
- Ruthie Quinto, Ed.
- Scott Barton

### **Family Participation: School Site Council (SSC)**

The SSC shall be composed of: the principal; teachers selected by teachers at the school, and other school personnel selected by other school personnel at the school, parents/guardians of students attending the school and/or community members selected by such parents/guardians. At the elementary level, the SSC shall be constituted to ensure parity between:

- (a) the principal, classroom teachers, and other school personnel; and
- (b) parents/guardians; or community members selected by parents/guardians.

The Site Council members in the first year will be appointed by the administration and elected by the parents/guardians they represent every year thereafter. A member of the administration will attend Site Council meetings and seek input on campus issues, clarify school policy and identify parent education needs. The Council elects a Governor who reports on parent/guardian activities to the GCA Board of Trustees and works closely with the administration as a resource on calendaring and other issues that affect family



involvement activities. The Council's role is advisory and consultative. It has an important role in informing decision-making processes, but it cannot make decisions on behalf of the school. Family involvement is a key component of school success, and we encourage families to take an active role in helping your student process their learning. At GCA, families participate in:

- Family orientation program on the first day of school
- Helping with school work
- Reading the Friday Folder information and other communication from school
- Reviewing and signing progress reports
- Checking student's progress on School Pathways
- Participating in the school's programs and visiting classrooms, volunteering—including gardening, community service days, helping in enrichment activities, chaperoning field experiences, helping with fundraisers and fairs and participation in Site Council.
- Attending benchmark presentations, fairs, family-teacher conferences, and family education events.

Parents/Guardians also support GCA and their student(s) by meeting the terms of the family contract (see last page) they sign when enrolling. In this contract parents/guardians promise to:

1. Ensure your student attends school on time every day and stays the entire school day as required by law--unless the student is ill, and in this case, contact the school
2. Establish routines and expectations, including helping students wake up in time to be ready for their first class each day.
3. Bring your student(s) to school dressed in accordance with our school dress code, including outerwear and footwear.
4. Send your student to school with a backpack and all the materials needed for class each day.
5. Define the physical space for your student's study needs when at home, establish a nightly routine to provide a quiet place and regular time to do homework and reflection on learning; sign reading logs and progress reports and monitor projects and assignments to completion.
6. Check Friday Folders every single week; sign and return on Mondays; use Pathways to regularly check progress.





7. Make an effort to attend family conferences, presentations of learning and other family meetings as needed including IEPs, SSTs or discipline-related shadows.
8. Arrange for their student to be in mandatory support programs such as intervention and tutoring
9. Support their student's health. Ensure they get enough sleep. Do not send gum, candy, soda or other sugary junk food to school for lunches, snacks or celebrations; send your student(s) with a reusable water bottle. Encourage physical activity and/or exercise.
10. Follow school policies and procedures described in the Student-Family Handbook.

Your child's classroom teacher may have specific recommendations for family participation in addition to those listed above.

### **Communication**

Communication with your student's teacher is very important. At the beginning of the year, the school will notify you of the best ways to contact them.

- Parents/guardians must make arrangements with the teacher or the office to schedule any and all visits.
- Parents/guardians may not arrive during the instructional day, before or after school to meet with teachers unless arrangements have been made in advance with the teacher.
- Teachers are available via telephone, email, ParentSquare and by appointment.

School information is always available via:

- ParentSquare notifications and messages
- Bulletin board in office
- Notes sent home with the student
- Automated phone calls/texts
- Website and social media
- Flyers in Friday Folders (if applicable)



### **Student Information System**

School Pathways is our online student information system. Parents/guardians receive a School Pathways password at the beginning of the school year. With it, they can access School Pathways using any computer and/or smart device with an Internet connection. There is a computer in the front office parents/guardians may use for School Pathways access. On School Pathways, parents/guardians can see their student's scores on assignments, review absences, and see missing schoolwork. If you have questions about School Pathways or need a new password, please contact the front office.

### **Student Work & Images**

GCA may use photographs of children's work to document the life and growth of our school. There may be occasions when photographs and/or videos of children performing or learning are part of that documentation. Please be aware that images of your child or their work might be shared with the state or other schools as part of our effort to demonstrate the efficacy of our curriculum. If you do not wish for pictures of your child to be used, please contact the main office.

### **The Golden Rules**

GCA's Golden Rules are designed to create a safe and supportive community for students. Teachers include activities in their lessons to ensure that students feel included and learn the skills they need to be successful members of a learning community. Parent/guardian support of our Golden Rules at home will help students avoid disciplinary problems. GCA students are expected to follow The Golden Rules:

- **G**ive Respect
- **O**bligation
- **L**ove Learning
- **D**edication
- **E**levate ourselves and our communities
- **N**ever Quit

With the Golden Rules, students will:

- Treat our school, community and natural environments (plants, animals, natural ecosystems) with respect.
- Demonstrate respect for and cooperate with all adults at school.



- Treat schoolmates with respect, both in the classroom, in the field and on the playground.
- Be in class on time and prepared to do work.
- Complete all assignments in a timely manner, both in class and at home, to the best of their abilities.
- Follow all school rules and behavior codes, including no fighting, threatening, bullying or put-downs.
- Accept responsibilities and consequences for their choices.
- Contribute to creating an atmosphere where school is a place to feel safe and supported in the learning process.
- Deliver all home-school communications promptly.
- Participate in classroom activities.

### **Student Success Team**

To assist our staff in better identifying and meeting the needs of struggling students, our school utilizes a tiered Intervention process begins in the classroom with teachers' expectation that all students shall succeed. With structures from the Universal Design for Learning model, GCA teachers will use multiple assessment tools to monitor student progress and implement differentiated instruction to meet the needs of individual students. If these adjustments are not sufficiently effective to resolve concerns, the core teachers will meet to evaluate student strengths and challenges and collaborate on possible strategies to support student success. The student's situation is re-evaluated at each subsequent core-team meeting and, if insufficient progress is made, a Student Success Team meeting is scheduled.

Teachers, parents/guardians, Student Success Coordinator or administrators may schedule a Student Success Team (SST) meeting. Student Success Teams are a formal way to address concerns administrators, teachers or parents/guardians have regarding a student. Student Success Teams can address social, academic or behavioral concerns. A Student Success Team consists of the classroom teacher, Student Services Coordinator parents/guardians, administrator and/or other suitable staff members (e.g., teachers or staff with appropriate expertise or special knowledge of the student or situation). Depending on the child's age and the situation, the child may be a member of the Student Success Team. During an SST meeting, participants explore the issue of concern, strategies used previously



to address the issue and brainstorm future strategies. SST meetings can result in the creation of either a “Student Behavior Contract” or a “Student Success Plan.” Both can include strategies to be implemented by teacher, Student Services Coordinator, administration, parent/guardian and/or student. The Student Success Plan describes strategies to be implemented to help the student improve in identified academic areas and, in some cases, includes a behavior contract. The Student Success Plan also includes goals and benchmarks for student achievement, time frames for progress, and follow-up meeting dates.

The SST is not a special education function. It is not subject to the special education timelines or legal requirements. The conclusion of the SST process may result in the referral for services through the provisions of a Section 504 Plan, services for English Language Learners, G.A.T.E., academic remediation, or for Special Education Assessment. GCA will refer a student for a special education assessment when the team identifies that the modifications or assistance provided in the general education classroom are not sufficient in meeting the student’s needs. Student Success Team meeting request forms are available at the school office. Parents/guardians may request a Student Success Team meeting after having met with their classroom teacher and/or administrator regarding their concerns.

### **Students with Special Needs**

As a public school within California, state law requires all charter schools to identify and assist students with academic, physical, or social/emotional issues that may impede their school performance. GCA serves its special education students with an onsite Education Specialist who collaborates with classroom teachers and provides resource support to students. We also receive support from the Fresno County Office of Education Charter SELPA. If your child has previously received special education and/or been served under a 504 Accommodation Plan at another school, it is the responsibility of the parent/guardian to notify the school that the student has an IEP or a 504 plan upon application. If you have indicated your child has an IEP or a 504 plan, our Education Specialist will contact you to discuss continued services. Students with disabilities may be eligible to receive special education services. These services are based on assessment and determined by an Individualized Education Program (IEP) team, which includes the



parents/guardians, on-site education specialist, classroom teachers, Student Services Coordinator and administration. Special education services are designed to meet the unique educational needs of students. Such services may include support, instruction and accommodations in the general education classroom, or other settings. Section 504 of the Rehabilitation Act of 1973 (Section 504) is a federal civil rights law that prohibits discrimination against individuals with disabilities in programs and activities that receive financial assistance from the US Department of Education. Section 504 requires that students with disabilities be provided a free and appropriate public education (FAPE), a program designed to meet the educational needs of students with disabilities as adequately as the educational needs of students without disabilities. For students who are not eligible for special education services, but meet the federal definition of disabled under Section 504, a Section 504 Plan is developed which indicates the accommodations, supplementary aids and or services that will be provided to assist the student in accessing the general education program.

### **Attendance**

Every student is expected to attend school on a daily basis, unless there is a valid reason for his/her absence. Education Code 48400 states that each person between the ages of 6 and 18 years is subject to compulsory full-time education. Regular and prompt attendance is extremely important to every student's success in school. Students who have good attendance have higher grades, enjoy school more, and are much more appealing to prospective high schools. Additionally, missing school can make it difficult to make up classwork. If coming to school regularly is a concern please contact the front office immediately so strategies can be put in place to encourage regular attendance.

### **Truancy**

Students are truant when:

- Absent from school without a valid excuse for three full days in one year
- Absent for more than any 30-minute period during the school day without a valid excuse on three occasions in one school year
- Any combination of the above



Students who are considered truant will be referred to the Student Services Coordinator and Attendance Secretary for intervention.

The following excuses are not excused absences. Unexcused absences/truancy may include the following:

- Personal business
- Car problems
- No clean clothes
- Rain
- Walk out/demonstrations
- Personal travel

If your student has an excused absence or is tardy he or she must:

- Report to the Attendance Secretary's office accompanied by a parent/guardian before going to the classroom if tardy
- Turn in a note upon return from an absence and sign in
- Obtain a pass to class or a tardy slip
- Return to class

Students with excessive tardies or absences will be notified and must adhere to the requirements of the school's tardy and/or attendance process. Students are also responsible for making up missed work with the individual teacher.

### **Early Pick Up**

We discourage parents/guardians from picking students up early, but if your child must leave early, parents/guardians must go to the Attendance Secretary's office and sign their child out. Parents/guardians may not go to the classroom to get their student. We also encourage you to keep your Emergency Contact information current, so we can reach you when your child needs to go home. If we cannot reach you, then we will call the other emergency contacts on your contact list. Students will only be released to people on the emergency card. Repeated inability to reach parents and emergency contacts may result in referral to the Department of Children and Family Services.

### **Medication/Health Services**





GCA's health services are offered in the Main Office. Although GCA does not have a health specialist on staff, a trained staff member is available to provide basic assistance during school hours and an FUSD school nurse will provide monthly visits on site. Students needing health services during school hours should go to the main office, sign in, and wait for instruction or directions.

### **Prescription and Non-Prescription Drug Policy**

Section 49423 of the California Education Code provides statutory authority for providing assistance in administering medication in California schools. California Code of Regulations (CCR), Title 5, Division 1, Chapter 2, Subchapter 3, Article 4.1, provides clarification for implementation EC 49423. Specifically, the regulations clarify who may administer medications to students requiring medication during the regular school day, under what conditions such administration of medication may occur, and the requirements for the delivery, administration, documentation and disposal of medication

Parents/guardians are notified of EC 49423 annually. Whenever possible, it is preferable for health care providers to establish a medication schedule that will eliminate or minimize the necessity for a student to take medication during school hours. Parents/guardians are urged to ask their health care providers to consider such an arrangement.

When a student must take any medication at school, a parent or guardian must:

- Bring the prescription or non-prescription medication to the office in its original container with the student's name, physician's name and the name of the medication.
- Clearly label the dosage and time the medication is to be administered.
- Bring in proper medical forms filled out (please see the main office for these forms).
- Pick up medication at the end of each school year or when the illness is over.
- Students must report to the main office when the medication is to be dispensed. Students may not carry prescription medication while at school, with the exception of asthma inhalers or epipens. Please notify office personnel if students are carrying inhalers or epipens.



- Students may not carry non-prescription items including, but not limited to, cough drops, ibuprofen, acetaminophen, and/or allergy medicine.

### **Meal Program and Snacks**

Healthy diets make healthy bodies and healthy minds. GCA will provide every student breakfast and lunch. Students participating in the afterschool program will have access to snacks. If a student has any specific food allergies and/or dietary restrictions, please contact the main office.

Students may bring healthy snacks to school. Do not send sugary foods. Gum, candy, and soda are not allowed and will be confiscated and traded for a healthier option. A reusable water container is encouraged as single use plastic bottles SHOULD NOT be brought.

### **Technology**

GCA is implementing a 1-to-1 Student Microsoft Surface program. The purpose of the GCA 1-to-1 Microsoft Surface program is to provide access to curriculum and instruction for learning and to help students develop 21st century skills. Providing every student access to a computer and the Internet ensures they can fully participate in our educational program and helps students develop technological skills they will need for the future. GCA will provide access to devices for in-school day use only unless otherwise arranged. The supplied instructional device's function will be to provide each student access to required educational materials needed for each student to be successful. The policies, procedures, and information in this program apply to all GCA technology devices. Teachers may set additional requirements for device use in their classroom. See the full GCA Acceptable Use policy for specific details.

### **GCA Student Uniform/Dress Code Policy**

All clothing must fit comfortably, so it does not interfere with students' ability to jump, run, and climb. The official dress code of Golden Charter Academy consists of the following:

- Tops: GCA-logoed polo shirts or GCA-logoed t-shirts
- Bottoms: Black or khaki pants or skirts/shorts
  - Pants cannot fall below the waist, be baggy or sag, and may not contain designs



- No sweat pants or blue jeans
- Black leggings can be worn only with shorts or skirts
- Skirts, shorts, and skorts must be knee length
- Belts: solid black, brown or blue, no adornment on belt or buckle
- Shoes: flat, comfortable, and closed-toed that allow for running. No wheeled shoes. Students should wear flat, comfortable, closed-toed shoes.
- Outerwear: Jackets, sweaters or sweatshirts must be solid colors and free of logos, except for GCA-logoed outerwear. Uniforms must be visible under the outerwear.
- Headwear: Official GCA-logoed hats and beanies are allowed on the playground or on bus.
  - The wearing of hoods, hats and beanies is forbidden inside the classroom.
  - No bandanas or 'do-rags.'

Additionally, perfumes, colognes, scented body sprays (for example, Axe or Body Shop), aerosol deodorant and scented lotions may not be brought to school. Students may apply them before coming to school, and, if they wish, use unscented deodorants or lotions at school.

### Dress Code Compliance

If a student's clothing does not conform to the dress code, he/she/they will receive a warning and parent/guardian will receive a call. If non-compliance is repeated, a referral may be written. Students not in uniform may not be permitted to attend field experiences.

### **Enrollment Procedures**

Admission to GCA is open to any child who resides in California. Applications for 2022-23 admission will be available online and in the school office on October 1, 2021. Application information will be posted on our website. GCA application deadline for the 2022-23 school year is February 28, 2022. Applications received after the posted Registration Deadline will not be placed in the lottery, but will still be marked with the date and time of receipt and will be added to the waiting list on a first-come-first-served basis in the order they were received.



If Golden Charter Academy (GCA) receives a number of eligible applications that meet the preferences and exceed the number of available spaces a public random drawing will be held, with a weighted preference for available spaces given to students in the following order until capacity is reached and the lottery must occur for all other remaining and all other California residents that have applied by the deadline:

- Children of GCA employees or Board members (not to exceed 10%)
- Siblings of students currently attending GCA
- Students who reside in the Fresno Unified School District (FUSD) and qualify for Free Reduced-Price Meal Programs (FRPMP)
- Students who reside in the FUSD
- All other student applicants

The lottery will be led by the school administration at the end of March 2023 and is open to the public and families are encouraged but not required to be present at the time of the drawing to be eligible for admission. Results will also be published in English and Spanish and will be posted online and in hard copy in public locations. Admission to the school will be offered to pupils according to their numerical ranking until capacity is reached. All remaining names will be placed on a waiting list in order according to their numerical rank.

Families will be notified of acceptance within three (3) business days of the lottery. Families who are offered admission must confirm their intent to enroll their student(s) at Golden Charter Academy within two (2) weeks of the lottery's results. Any families who decline admission or who fail to confirm will lose their position to the next name on the waiting list. The waiting list will be kept on file at the school and will be valid for the duration of the school year. If a student withdraws or is expelled from the school, that seat will be offered to the next eligible student on the waiting list as long as it is within the vacancy-filling timelines.

The decision to admit a pupil previously expelled from another school district or charter school shall be at the sole discretion of GCA's principal or designee.

### Re-Enrollment Procedures



Each spring semester, enrolled students will need to notify GCA of their intent to return the following year.

- Re-enrollment notification for 2023-24 will be sent to enrolled families January 10, 2022.
- The re-enrollment deadline of February 11, 2022 will be posted in the campus bulletin board, via ParentSquare, on the website and social media.
- Re-enrollment forms will be shared via ParentSquare and the form can be found at the end of this handbook, in the front office and in the attendance office.

If GCA does not receive notification of re-enrollment by the deadline of February 11, 2022, a student's space may be given away. Students who lose their space may apply for re-admission. Their application will be treated the same as any other applicant's.

### **Pupil Promotion and Retention Policy (PPR)**

Golden Charter Academy (GCA) is committed to providing a pupil placement policy based on our philosophy that pupils benefit most from an educational program appropriate to their level of achievement, physical maturation and social development. Most pupils will make regular progress through the grades and participate in educational programs designed for their age and maturity; however, individual circumstances may indicate a need for acceleration or retention. Factors to be considered in determining grade placement should include the educational progress of the individual pupil, age, physical and/or social maturation, and mental ability. The decision-making process to establish grade placement should involve the student, principal, parent, teacher and other school personnel.

Consistent with Education Code (EC) Section 48070.5(b), this PPR policy includes students' grades and other indicators of academic achievement. Students' results on the California Assessment of Student Performance and Progress (CAASSP) may be included as one indicator of academic achievement. However, CAASSP results is not the exclusive criterion for promotion or retention, as they have not yet been certified for that purpose pursuant to EC Section 60648.



The identification of students who should be retained or who are at risk of being retained are based primarily on proficiency in reading between the second and third grades and between the third and fourth grades. For the remaining grade levels, identification is based on proficiency in reading, English-language arts, and mathematics (EC Section 48070.5[c]).

The GCA Board of Trustees expects students to progress through each grade within one school year. To accomplish this, instruction accommodates the varying interests and growth patterns of individual students and includes strategies for addressing academic deficiencies when needed. Students shall progress through the grade levels by demonstrating growth in learning and meeting grade level standards of expected student achievement set by the Board of Education.

Minimum and maximum age norms given are extremes and school personnel should consider all factors carefully before retaining or accelerating pupils whose ages fall near one of these extremes. Adjustments should be made as early as possible to ensure that a pupil will proceed to the next school level within the established minimum and maximum age norm limits.

- Minimum Age Norms
  - A child will be admitted to kindergarten or transitional kindergarten programs at the beginning of the school year, or at a later time in the same year, if the child will have his /her 5th birthday on or before September 1 of the current school year (Education Code 48000).
  - A child will be admitted to first grade during the first month of a school year if the child will have his/her 6th birthday on or before September 1 of the current school year (Education Code 48010).
  - A pupil who has been admitted to kindergarten maintained by a private or public school in California or any other state, and who has completed one school year shall be admitted to the first grade provided the child has reached his/her 5th birthday unless the parent or guardian of the child and promotion committee agree that the child may continue in kindergarten for not more than an additional school year. (Education Code 48011).
  - Foreign Pupils





- Age-grade placement policies for immigrant and nonimmigrant foreign pupils are the same as for all other pupils. However, special care must be taken in verifying birth dates of pupils entering from foreign countries since documents presented often contain ages which are computed on a different basis or are otherwise in error.
- The educational experience of the foreign pupil is of particular importance in determining grade placement and assuring the orderly development of the pupils' educational program. When grade placement is contingent upon verification of age and/or prior school work in a foreign country, the pupil and his/her parents are informed that grade placement is tentative until appropriate records can be obtained and evaluated.

### Promotion

- Kindergarten students who have completed one year of kindergarten shall be admitted to first grade unless the parent/guardian and the school agree that the student shall continue in kindergarten for not more than one additional school year. (Ed Code 48011)
- First through Eighth Grades: a promotion committee shall establish criteria for students who should be retained or who are at risk of being retained at the following grade levels: (Ed Code 48070.5)
  - Between grades 2 and 3
  - Between grades 3 and 4
- Special consideration will be given to students with limited English proficiency and those with a special education IEP. Students between grades 1 and 3 shall be identified primarily on the basis of their level of proficiency in reading. Proficiency in reading, English language arts, and mathematics shall be the basis for identifying students between grades 4 and 5, and between grades 6 and 7.
- Benchmark Grades:
  - Promotion committee members will pay special attention to students performing below the minimum standards.
  - Students can also be retained in grade K based upon current law
  - Students may be retained only once in their K-8 school career.



## Acceleration

Because promotion is on an annual basis, acceleration moves a pupil ahead a full year. Accordingly, parents/guardians and school staff should carefully review all factors in making this decision. If there is uncertainty, consideration for acceleration should be deferred to a later grade level. Generally, acceleration should take place by December 1 in order to provide sufficient first grade experience. Criteria for acceleration of kindergarten pupils to first grade are as follows:

- The student is at least five years of age at the time of acceleration.
- The student has attended a public school kindergarten for a long enough time to enable school personnel to make an evaluation of the student's ability.
- The student is in the upper five percent of his/her/their age group in terms of general ability. (To determine whether a pupil meets this criterion, an individual or group test may be administered by qualified school personnel, although the group test score is not recorded on the cumulative record).
- The physical development and social maturity of the student are consistent with the student's advanced mental ability.
- The parent/guardian of the student has filed with the school a written statement approving placement in the first grade.
- A record that all criteria have been met and the written statement of the parent or guardian approving placement in the first grade is filed in the student's cumulative record.
- Acceleration of Pupils Grade 1 through Grade 5
  - In order that essential blocks of learning will not be omitted, any acceleration should be based on long-term planning and be determined primarily by the needs of the individual and not by age alone. Special attention may be focused on acceleration of the intellectually gifted pupil.
- Procedures for Acceleration Identification/Data Gathering Phase
  - Once a student has been identified by the teacher, Student Services Coordinator, or the parent/guardian as a potential candidate for acceleration, the special learning needs shall be discussed with the principal. Alternative programs or options shall be attempted within the school first.



- Information/data will be gathered and referred to the Student Success Team or like committee meeting for analysis.
- When sufficient information has been collected regarding a student's performance, a conference will be scheduled with the student's parent/guardian to inform him/her/them of his/her/their child's progress, using the objective data collected.
- School Intervention Phase:
  - Resource personnel designated by the principal shall provide assistance to the classroom teacher and will recommend additional actions to meet the enrichment needs of the student.
    - Classroom modification will be made based upon the student's learning needs, strengths, and interests.
- School Decision Phase
  - When information has been collected for assessing the effectiveness of the intervention phase, the teacher, principal, and resource personnel through the SST or like committee will review the results and shall determine by consensus a recommendation for the best placement for that student.
  - Parent/Guardian shall be invited to the SST or like committee meeting to discuss the school's recommendation.
- Acceleration--Final Decision Phase
  - The recommendation will be shared with the parents/guardians at an SST or like committee meeting.
  - The student's progress will be monitored by the teacher. A plan shall be developed through the SST to provide special assistance the receiving teacher might need to prepare for accelerated students.
  - A written plan for monitoring the student's performance at the next higher grade level shall be developed.
    - A summary of the recommendations and actions taken will be filed in the pupil's cumulative record.
    - The parent/guardian must approve and support the plan of acceleration.
- Acceleration/Promotion Appeal Process



- The principal's final decision to promote a student may be appealed consistent with Board policy, administrative regulations, and law. The burden shall be on the appealing party to show why the principal's decision should be overruled. (Ed. Code 48070.5)
- To appeal a promotion/acceleration decision, the appealing party shall submit a written request to the promotion committee, specifying the reasons why the principal's decision should be overruled. The appeal must be initiated within ten (10) school days after the formal decision is made to promote or accelerate a student. The burden shall be on the appealing party to show why the decision of the teacher(s) is overruled. If the promotion committee determines that the appealing party has overwhelmingly proven that the site decision should be overruled, he/she shall overrule the principal's decision. The decision of the promotion committee shall be final.

### Retention

As authorized by Ed. Code 48070.5, the promotion committee will identify students for retention or who are risk for retention on the basis of either:

- the results of assessments administered pursuant to Ed Code 60640, Art. 4 and the minimum levels of proficiency recommended by the State Board of Education pursuant to Ed Code 60648; OR
- The student's grades and other indicators of academic achievement designated by the promotion committee.

For 2nd and 3rd Grade, identification of students for retention or who are at risk for retention shall be assessed on the basis of the pupil's level of proficiency in reading. For 4th-8th Grades, identification of students for retention or who are at risk for retention shall be assessed on the basis of the pupil's level of proficiency in reading, English language arts, and mathematics.

Retention is a placement option which is used when there is reasonable expectation that the additional experience in a particular grade level will be in the best interests of the pupil. Any recommendation for retention of a pupil is



based on a continuous and thorough analysis of the pupil' personal and educational development and the possible benefits to the pupil which might be derived from such retention. This policy is implemented on an individual basis by the local school administrative and teaching staff in close consultation with the student's parents. The responsibility for the individual pupils' promotion to the next grade level is a shared effort among administrator, teacher, Student Services Coordinator, Education Specialist and parent/guardian. However, no decision to retain an elementary school student may be made without the prior written approval or consent of the students' parent or legal guardian. In order to establish a definitive profile of the progress of the pupil, certain records and appropriate documentation must be maintained.

- Teacher records must substantiate any recommendation.
- School organization data must substantiate alternatives or repeated opportunities for instruction.
- Cumulative files and other documentation indicate such items as performance test scores, progress, effort and attendance.
- Family conferences must be held.

The teacher is responsible for assigning the final mark and for recommending promotion or retention of the individual student based upon an assessment of reasonable progress. Family conferences shall be held as soon as it becomes evident that a pupil is not achieving or maintaining reasonable progress. A pupil may be retained at any grade level in the elementary school. The decision to retain a pupil is based on an evaluation of the individual student's progress and his/her ability to achieve the measures of reasonable progress successfully. Student success at Grade K, 1, and 2 is most important before promotion to the upper grades where increasing instructional program requirements and/or length of instructional day occur. No decision to retain an elementary school student may be made without the prior written approval or consent of the students' parent or legal guardian. Retention of a student at Grade 5 is recommended only after other alternatives have been exhausted. Repeated opportunities for additional instruction or remediation should be offered to students to ensure continuous progress in subsequent grades.

### Promotion/Acceleration/Retention of Special Education Students



If a preschool special education student is scheduled to start kindergarten in September (Section 48000 of the Ed Code), the parent/guardian or teacher can request that the student remain one more year at the preschool level. The final decision will be made as part of the IEP process. The IEP team needs to consider and address the factors that are involved when retaining a K-6 student, in case the student is brought up for retention in a subsequent grade. All retention will be initiated in accordance with the notice and implementation requirements listed in these regulations. If the special education student is enrolled in the regular education program the retention process is initiated by the regular classroom teacher in collaboration with appropriate special education staff. Parents/Guardians must be notified that they can request an IEP meeting to address promotion/retention. The decision of the IEP team will be the determiner of whether or not the student is retained. Multiple measures must include individually administered achievement tests, as well as other special education measures of student performance levels.

#### Promotion/Acceleration/Retention of Students with 504 Plans

All retention will be initiated in accordance with the notice and implementation requirements listed in these regulations. As soon as retention is being considered, and as part of the monitoring required by BP/AR 6170, the SST shall meet to assess the appropriateness of the accommodations, aids, and/or services provided. If the conditions that are causing the potential retention are related to the disability, they shall be addressed in the 504 accommodation plan according to 504 procedures. If the conditions are not related to the 504 disability, then a separate retention intervention plan should be developed. If the SST moves to retain the student, it must provide written documentation that it complied with the requisite procedures and content of the student's 504 plan and that the disability is not the reason for the retention. Determine the appropriateness of a special education evaluation if one has not already been completed.

#### Promotion/Acceleration/Retention of English Learner (EL) Students

Students identified as EL cannot be considered for retention due to lack of English proficiency. Factors to consider include:

- Length of time in the United States.
- Length of time in an appropriate program.





- Level of English acquisition.

Students who are LEP or with an IEP may function on a separate set of standards.

The Ed Code provides no further recourse beyond the appeal process in PPR policies, and there is no direct state oversight of PPR policies. If you are still convinced that the school is implementing its PPR policy in a manner that is discriminatory in regard to your child, you may contact the California Department of Education's (CDE) Office of Equal Opportunity. For the full PPR policy, please contact the front office.

### **Student Safety**

#### Drop off & Pick Up

Staff supervises the yard during pick-up and drop-off. Supervision at the end of the day is not available after pick up time, unless students are enrolled in the after school program. The Police and/or Department of Child and Family Services will be contacted if a child is not picked up by the close of the after school program.

#### Emergency Contact Information

Please be sure that your emergency contact information is up to date. The office uses this information whenever a child is ill, injured or needs to go home for any reason.

### **Emergency Plan**

The school has an emergency plan in place and works to inform parents when emergencies occur. Please request a copy of our emergency plan if you have questions.

### **Discipline Policy**

The purpose of discipline is both to facilitate learning in the classroom and to teach students self-regulation skills that will serve them in all areas of their lives. GCA supports student behavior through our social emotional program, counseling services, developmentally-appropriate educational program and Restorative Justice practices. GCA's progressive discipline policy provides a progression of interventions that accompany each successive disciplinary referral. When a student violates classroom rules, teachers use interventions, such as verbal reminders, moving a



student's seat, one-on-one after class conversations, and/or a phone call home. After documenting multiple interventions, including a phone call home, teachers issue students a disciplinary referral. When a student receives a disciplinary referral he/she meets with the principal, teacher, student services coordinator and reflects on his/her actions, takes a cooling-off period, and receives help in resolving ongoing issues. School activities and privileges may be revoked as a consequence with any referral.

For highly disruptive or unsafe behaviors, students can receive an immediate referral. More serious school violations, include, but are not limited to:

- Physical violence
- Threatening others
- Vandalism
- Jeopardizing the safety of others
- Theft or any other illegal or dangerous activities

These violations may result in immediate suspension or referral for expulsion. Consult California Education Code for more specifics on student discipline:

[https://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=48900.&lawCode=EDC](https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=48900.&lawCode=EDC). The full discipline policy can be found in the front office.

### Progression of Disciplinary Referrals

1. First Referral
  - a. Student reflects on actions & meets with staff or student who was impacted
  - b. Student loses recess or participation in school activities
  - c. Student meets with Teacher, Student Services Coordinator, Mentor, Counselor and/or Principal
  - d. The Teacher, Student Services Coordinator and/or Principal calls the parent/guardian to inform them of the situation.
2. Second Referral
  - a. Student reflects on his/her actions.
  - b. Student & parent/guardian meet in person with Teacher, Student Services Coordinator, Mentor, Counselor and/or Principal.
  - c. Student loses recess or participation in school activities (at least 2 days).
  - d. Student performs repairs for his/her actions.
3. Third Referral
  - a. Student reflects on his/her actions.
  - b. Student & parent/guardian meet in person with Teacher, Student Services Coordinator, Mentor, Counselor and/or Principal.
  - c. Student loses recess or participation in school activities (at least 2 days).



- d. Student performs repairs for his/her actions.
  - e. Parent/Guardian may spend a day at school “shadowing” his/her/their student.
  - f. Student is referred for counseling or other remediation.
  - g. Student may not participate in an upcoming field trip without a parent/guardian chaperone.
  - h. Parent/Guardian and student recommended to visit student’s resident school in case of expulsion.
4. Fourth Referral
- a. Student reflects on his/her actions.
  - b. Student & parent/guardian meet in person with Teacher, Student Services Coordinator, Mentor, Counselor and/or Principal.
  - c. Student loses recess or participation in school activities (at least 2 days).
  - d. Student will receive a behavior chart/accountability report.
  - e. Student must perform an act of service/big repair project to make up for the impact of his/her actions on his/her community.
  - f. Parent/Guardian and student recommended to visit student’s resident school in case of expulsion.
  - g. Student may lose field trip privileges for the semester.
  - h. Student may be suspended.
5. Fifth Referral
- a. Student reflects on his/her actions.
  - b. Student & parent/guardian meet in person with Teacher, Student Services Coordinator, Mentor, Counselor and/or Principal.
  - c. Parent/Guardian may spend a day at school “shadowing” his/her/their student.
  - d. Student loses recess or participation in school activities until further notice.
  - e. Student must perform an act of service/big repair project to make up for the impact of his/her actions on his/her community.
  - f. Student is referred for counseling or other remediation.
  - g. Student & parent/guardian sign a probationary contract, which, if violated, will result in referral for expulsion.
  - h. Student may be suspended.
6. Sixth Referral
- a. Student may be suspended or referred for expulsion if the offense is an enumerated offense pursuant to this policy.

Dehumanizing Language or Actions Targeting Race/Ethnicity, Gender, & Sexual Orientation



GCA is a school providing a safe space for all students and ensures that they are not subject to dehumanizing language or actions based on their race/ethnicity, gender and/or sexual orientation. Students who make others feel unsafe through the use of dehumanizing language targeting race/ethnicity, gender and/or sexual orientation are subject to disciplinary action.

1. 1st Incident:
  - a. Reflection Break, and conversation with Administrator (Intervention)
    - i. Parent/Guardian is notified
    - ii. Restorative process
    - iii. Intervention
2. 2nd Incident: In addition to the actions listed above
  - a. Student(s) will complete a 1-2-page writing assignment which will include the following:
    - i. History & significance of the language used
    - ii. Implications of the language used
    - iii. Reflection: What did you learn through this process? What lessons will you apply in your life?
  - b. The letter must be signed by a parent/guardian.
  - c. Students will have 1 week to complete the writing assignment.
  - d. Writing Assignment will be turned into administration/counselors and a follow-up conversation will occur
  - e. Student may be required to make presentations to a class or classes or a group of stakeholders.
3. 3rd Incident + after:
  - a. Student(s) receive a Referral and a parent/guardian conference is held.
  - b. Administration reserves the right to administer a referral after any incident involving dehumanizing language or actions based on their judgment of the severity of the harm, as well as the intention behind the usage of the language or the actions that took place.

### Bullying and Harassment

Here at GCA, our mission is to foster student growth and development by creating a safe space for students to learn academically and socially. Bullying, Cyber Bullying, or any other form of harassment of students and staff will not be tolerated. "Bullying" means any severe or continuing physical or verbal act or conduct, including communications made in writing or electronically, directed toward one or more students that are likely to frighten students, interfere with their participation in school or be put down in any way.

### **Academic Honesty/Cheating**



It is our expectation that students take responsibility for their learning and experience the pride that accompanies academic achievement. This ensures a positive learning environment emphasizing intellectual integrity.

Plagiarism/cheating impedes a student's academic progress and compromises the trust between teacher and student, which is fundamental to the learning process. Cheating/plagiarism will lead to disciplinary action. Cheating and/or plagiarism includes but is not limited to:

- Receiving or providing information during a test or for a test given at an earlier time.
- Using material on a test when the teacher has not given permission to do so.
- Violating the teacher's testing rules and procedures.
- Using somebody else's writing (word for word—or almost word for word) and using it as a student's own (plagiarism) or using somebody else's ideas and saying they are the student's own and not giving credit. This includes downloading text from websites and using them as a student's own work.
- Using or copying another student's assignment to turn in as a student's own work.
- Allowing other students to use a student's work on assignments with the exception of specific group, lab, or collaborative projects.

### **Suspension/Expulsion Procedures**

Since the Suspension/Expulsion procedures can have an extremely significant impact on both the student and the school, GCA adheres to the following guidelines:

- Grounds for Suspension and Expulsion
  - GCA's rules and procedures for suspension and expulsion are intended to afford students due process rights. The decision to recommend suspension or expulsion of a student will be at the discretion of the Administrator or the administrative designees. A student may be suspended or expelled for any of the acts that are enumerated in this section and that are related to school activities of any kind. These acts may occur:
    - While on school grounds
    - While going to or coming from school
    - During, or while going to or coming from, a school-sponsored activity

A student shall not be suspended from school or recommended for expulsion unless the Head of School or Principal of the school in which the student is enrolled determines that the pupil has:



- Recklessly caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon the person of another, except in self-defense.
- Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless in the case of possession of any object of this type, the people had obtained written permission to possess the item from a certificated school employee, which is concurred in by the Principal, or the designee of the Principal.
- Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance listed in Chapter 2 of Division 10 of the Health and Safety Code (commencing with §11053), an alcoholic beverage, or an intoxicant of any kind.
- Unlawfully offered, arranged, or negotiated to sell any controlled substance listed in Chapter 2 (commencing with §11053) of Division 10 of the Health and Safety code, an alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
- Committed or attempted to commit robbery or extortion.
- Recklessly caused or attempted to cause damage to school property or private property.
- Stolen or attempted to steal school property or private property.
- Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes,
- e-cigarettes, vaporizers, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her prescription products.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Had unlawful possession of, or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in §11014.5 of the Health and Safety Code.
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties, except that a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, school officials, or other school personnel, nor shall these act constitute grounds for a pupil enrolled in





kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.

- Knowingly received stolen school property or private property.
- Possessed an imitation firearm.
- Committed or attempted to commit a sexual assault or committed a sexual battery.
- Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in hazing.
- Engaged in an act of bullying. Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act.
- Aided or abetted the infliction or attempted infliction of physical injury to another person (suspension only).
- Committed sexual harassment.
- Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- Engaged in harassment, threats, or intimidation directed against school district personnel or pupils.
- Made terrorist threats against school officials and or school property.

#### Mandatory Grounds for Suspension/Expulsion

A student may be suspended or expelled if the Head of School or Principal determines that a student committed one of the following acts at school or at a school activity off school grounds:

- Possessing, selling or furnishing a firearm
- Brandishing a knife at another person
- Selling a controlled substance
- Committing or attempting to commit sexual assault or committing sexual battery
- Possession of an explosive

#### Procedures for Suspension and/or Expulsion and Rights of Students Ensuring Due Process

- Informal Conference



- When a situation involving a student arises that calls for suspension, an informal conference will be conducted by the administrative staff and will include the student and the student's parent/guardian. In the case of an emergency situation, where a clear and present danger exists that threatens the health and safety of students or school personnel, the student may be suspended without a conference. Should a student be suspended without a conference, the parent/guardian will be notified of the suspension and a conference will be held as soon thereafter as reasonably possible.
- Notice to parent/guardian
  - At the time a suspension is recommended, a member of the administrative staff or designated personnel will make reasonable attempts to contact the parent/guardian immediately via telephone. If the parent/guardian cannot be reached immediately by telephone, staff will continue to follow up throughout the day or attempt to contact the parent/guardian in person (for example, when the parent/guardian picks the student up from school). In addition, a written notification will be sent home promptly. The written notice will detail the incident and specify the grounds for suspension, including the recommended date(s) of suspension. The notice will request a conference with the parent/guardian, if one has not already been conducted, and will require the parent/guardian to respond to this request immediately.
- Length of Suspension
  - The maximum number of days of suspension for a single incident is five (5) consecutive school days unless the administration and parent/guardian agree to a longer term or under the circumstances set forth in the expulsion procedure.
  - For suspensions exceeding five days, a second conference will be scheduled with the parent/guardian upon completion of the fifth day of suspension to discuss the progress of the suspension. The total number of days for which a student may be suspended shall not exceed 20 school days. Upon return from suspension and before returning to class, the student and parent/guardian must participate in a post-suspension conference with administration.
- Provisions for Students' Education While Suspended
  - GCA will make all reasonable arrangements to provide the student with classroom materials and current assignments to be completed by the student at home during the suspension.
- Administrative Hearing
  - Upon a suspension that may lead to a recommendation by the Principal or designee for expulsion, the pupil and the pupil's guardian or



representative will be invited to an administrative hearing to determine if the suspension for the pupil should be extended pending an expulsion hearing.

- Expulsion Hearing
  - The decision to recommend expulsion of a student will be at the discretion of the Principal or the administrative designees.
  - The decision to expel rests with the GCA Board. Students may be recommended for expulsion if either of the following conditions exist:
    - Repeated violations persist and other means of correction have been unsuccessful in bringing about an improvement in behavior.
    - The severity of the violation is such that the presence of the student poses a continuing threat to the health and safety of the student or others.
    - Possessing, selling or furnishing a firearm. It is a federal mandate that a school expel, for a period of not less than one year (except on a case by case basis) any student who is determined to have brought a firearm to school.
  - Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. The hearing will be held within 30 days after the administrative staff determines that the student committed an act subject to expulsion.
  - The hearing will be presided over by a fair and impartial panel of representatives assigned by the GCA Board of Directors.
  - Written notice of the hearing will be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. This notice will include:
    - a. The date, time and place of the hearing.
    - b. A statement of the specific facts, charges, and offenses upon which the proposed expulsion is based.
    - c. A copy of GCA's disciplinary rules that relate to the alleged violation.
    - d. The opportunity for the student or the student's parent/guardian to appear in person at the hearing.
    - e. Parent's/Guardian's right to review all evidence and question witnesses.
    - f. Parent/Guardian and student due process rights.
    - g. Parent/Guardian has a right to be represented by an attorney.
    - h. Parent/Guardian has a right to bring witness, written statements, and/or written documents.



- i. Notice of the student or parent's/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with GCA.
- o Record of Hearing
  - A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.
- o Presentation of Evidence
  - While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Principal or designee to expel must be supported by substantial evidence that the student committed any of the acts listed in "Grounds for Suspension and Expulsion" above.
- o Written Notice to Expel
  - The Principal or designee, following a decision of the GCA Board Expulsion Committee to expel, shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:
    - a. The specific offense committed by the student for any of the acts listed in "Grounds for Suspension and Expulsion"
    - b. Notice of the right to appeal the expulsion. Expulsion appeals shall be brought to the GCA Board of Directors
    - c. Notice of the student or parent/guardian obligation to inform any new district in which the student seeks to enroll of the student's status with the GCA
    - d. Rehabilitation Plan for student
      - i. The GCA Principal or Designee shall send written notice of the decision to expel to the student's district of residence and the Fresno County Office of Education (FCOE). This notice shall include the following:
        - 1. The student's name
        - 2. The specific offense committed by the student for any of the acts listed in "Grounds for Suspension or Expulsion"
        - 3. Rehabilitation Plan



- Rehabilitation
  - Pupils who are expelled from GCA shall be given a rehabilitation plan upon expulsion and developed by the GCA Board-appointed Expulsion Committee at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission.
  - The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to GCA for readmission.
- Alternative Educational Programs for Expelled Students
  - If a decision is made to expel a student from GCA, the school will work cooperatively with the student's district of residence and/or county to assist with the educational placement of the expelled student. As permitted by law, GCA will communicate any incident of violent and/or serious behavior to the district/school to which the student matriculates.
- Readmission
  - The decision to readmit a previously expelled pupil shall be at the sole discretion of the Board of Directors' designated expulsion panel and based upon the pupil having met the requirements and goals of the rehabilitation plan.
  - The pupil's readmission is also contingent upon the capacity of GCA at the time the pupil seeks readmission.
- Suspension and Expulsion Periodic Review
  - The GCA Board of Directors or a committee appointed by the Board will hold an annual review of the Suspension and Expulsion. During the review, the Board of Directors and/or a committee appointed by the Board will make any necessary modifications to the list of offenses for which students are subject to suspension or expulsion.

#### Expulsion Hearing: Rules and Regulations

The family of a student who has been expelled will be notified of the student's right to request a hearing to determine whether the expulsion recommendation was justified and whether the expulsion will be upheld. The hearing will be held, if requested, within 30 days from the original expulsion decision. The hearing will be presided over by an administrative panel (three to five impartial individuals) appointed by the Principal. A document will be prepared by the Principal or Designee that includes a full description of the



reasons for the expulsion, including dates, previous conferences and actions taken, and events.

The Charter School's rules and regulations governing procedures for the expulsion of pupils are set forth below.

1. The pupil shall be entitled to a hearing to determine whether the pupil should be expelled. An expulsion hearing shall be held within 30 school days after the date the principal determines that the pupil has committed any of the acts enumerated herein, unless the pupil requests, in writing, that the hearing be postponed. The adopted rules and regulations shall specify that the pupil is entitled to at least one postponement of an expulsion hearing, for a period of not more than 30 calendar days. Any additional postponement may be granted at the discretion of the principal. The administrative panel shall make its decision to expel within 3 school days after the hearing's conclusion, unless the pupil requests in writing that the decision be postponed.

2. If compliance by the administrative panel with the time requirements for the conducting of an expulsion hearing and a decision to expel is impracticable during the regular school year, the principal or the principal's designee may, for good cause, extend the time period for the holding of the expulsion hearing for an additional five schooldays. If compliance by the administrative panel with the time requirements for the conducting of an expulsion hearing is impractical due to a summer recess of more than two weeks, the days during the recess period shall not be counted as school days in meeting the time requirements. The days not counted as school days in meeting the time requirements for an expulsion hearing because of a summer recess shall not exceed 20 schooldays, and unless the pupil requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days before the first day of school for the school year. Reasons for the extension of the time for the hearing shall be included as a part of the record at the time the expulsion hearing is conducted. Upon the commencement of the hearing, all matters shall be pursued and conducted with reasonable diligence and shall be concluded without any unnecessary delay. Written notice of the hearing shall be forwarded to the pupil at least 10 calendar days before the date of the hearing. The notice shall include all of the following:

2.1. The date and place of the hearing.

2.2. A statement of the specific facts and charges upon which the proposed expulsion is based.





2.3. A copy of the disciplinary rules of the school that relate to the alleged violation.

2.4. A notice of the parent, guardian, or pupil's obligations pursuant to Ed. Code section 48915.1(b).

2.5. Notice of the opportunity for the pupil or the pupil's parent or guardian to appear in person or to be represented by legal counsel or by a non-attorney adviser, to inspect and obtain copies of all documents to be used at the hearing, to confront and question all witnesses who testify at the hearing, to question all other evidence presented, and to present oral and documentary evidence on the pupil's behalf, including witnesses. In a hearing in which a pupil is alleged to have committed or attempted to commit a sexual assault as specified in subdivision (n) of Section 48900 or to have committed a sexual battery as defined in subdivision (n) of Section 48900, a complaining witness shall be given five days' notice before being called to testify and shall be entitled to have up to two adult support persons, including, but not limited to, a parent, guardian, or legal counsel, present during his or her testimony. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential. This subdivision shall not preclude the person presiding over an expulsion hearing from removing a support person whom the presiding person finds is disrupting the hearing. If one or both of the support persons is also a witness, the provisions of Section 868.5 of the Penal Code shall be followed for the hearing. The pupil or the pupil's parent or guardian is not required to be represented by legal counsel or by a non-attorney adviser at the hearing.

"Legal counsel" means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

"Non-attorney adviser" means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the pupil or pupil's parent or guardian to provide assistance at the hearing.

3. The administrative panel shall conduct a hearing to consider the expulsion of a pupil in a session closed to the public, unless the pupil requests, in writing, at least five days before the date of the hearing, that the hearing be conducted at a public meeting. Regardless of whether the expulsion hearing is conducted in a closed or public session, the administrative panel may meet in closed session for



the purpose of deliberating and determining whether the pupil should be expelled.

3.1. If the administrative panel admits any other person to a closed deliberation session, the parent or guardian of the pupil, the pupil, and the counsel of the pupil also shall be allowed to attend the closed deliberations.

3.2. If the hearing is to be conducted at a public meeting, and there is a charge of committing or attempting to commit a sexual assault as defined in subdivision (n) of Ed. Code section 48900 or to commit a sexual battery as defined in subdivision (n) of Ed. Code section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

4. If the administrative panel decides not to expel, the expulsion proceedings shall be terminated, and the pupil immediately shall be reinstated and permitted to return to the classroom instructional program from which the expulsion referral was made. The decision not to recommend expulsion shall be final.

5. If the administrative panel determines to expel, findings of fact in support of the recommendation shall be prepared. All findings of fact and recommendations shall be based solely on the evidence adduced at the hearing.

6. The decision of the administrative panel to expel a pupil shall be based upon substantial evidence relevant to the charges adduced at the expulsion hearing or hearings. Except as provided herein, no evidence to expel shall be based solely upon hearsay evidence. The administrative panel may, upon a finding that good cause exists, determine that the disclosure of either the identity of a witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the administrative panel. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

7. A record of the hearing shall be made. The record may be maintained by any means, including electronic recording, so long as a reasonably accurate and complete written transcription of the proceedings can be made.



8. A record of the hearing shall be made. The record may be maintained by any means, including electronic recording, so long as a reasonably accurate and complete written transcription of the proceedings can be made.

9. Technical rules of evidence shall not apply to the hearing, but relevant evidence may be admitted and given probative effect only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. A decision of the administrative panel to expel shall be supported by substantial evidence showing that the pupil committed any of the acts enumerated herein.

10. In hearings that include an allegation of committing or attempting to commit a sexual assault as defined in subdivision (n) of Ed. Code section 48900 or to commit a sexual battery as defined in subdivision (n) of Ed. Code section 48900, evidence of specific instances, of a complaining witness's prior sexual conduct is to be presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before the person conducting the hearing makes the determination on whether extraordinary circumstances exist requiring that specific instances of a complaining witness's prior sexual conduct be heard, the complaining witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

11. Before the hearing has commenced, the administrative panel may issue subpoenas at the request of either the principal or principal's designee or the pupil, for the personal appearance of percipient witnesses at the hearing. After the hearing has commenced, the administrative panel may, upon request of either the principal or principal's designee or the pupil, issue subpoenas. All subpoenas shall be issued in accordance with Sections 1985, 1985.1, and 1985.2 of the Code of Civil Procedure. Enforcement of subpoenas shall be done in accordance with Section 11455.20 of the Government Code.

11.1. Any objection raised by the principal or principal's designee or the pupil to the issuance of subpoenas may be considered by the administrative panel in closed session, or in open session, if so requested by the pupil before the meeting. Any decision by the administrative panel in response to an objection to the issuance of subpoenas shall be final and binding.



11.2. If the administrative panel determines that a perceived witness would be subject to an unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as provided for herein.

11.3. Service of process shall be extended to all parts of the state and shall be served in accordance with Section 1987 of the Code of Civil Procedure. All witnesses appearing pursuant to subpoena, other than the parties or officers or employees of the state or any political subdivision of the state, shall receive fees, and all witnesses appearing pursuant to subpoena, except the parties, shall receive mileage in the same amount and under the same circumstances as prescribed for witnesses in civil actions in a superior court. Fees and mileage shall be paid by the party at whose request the witness is subpoenaed.

12. Final action to expel a pupil shall be taken only by the administrative panel in a public session. Written notice of any decision to expel or to suspend the enforcement of an expulsion order during a period of probation shall be sent by the principal or his or her designee to the pupil or the pupil's parent or guardian and shall be accompanied by all of the following:

12.1. Notice of the right to appeal the expulsion to the Charter School Governing Board.

12.2. Notice of the education alternative placement to be provided to the pupil during the time of expulsion, if applicable.

12.3. Notice of the obligation of the parent, guardian, or pupil, upon the pupil's enrollment in a new school district, to inform that school district of the pupil's expulsion.

13. The governing board of the Charter School shall maintain a record of each expulsion, including the cause for the expulsion. Records of expulsions shall be nonprivileged, disclosable public records.

13.1. The expulsion order and the causes for the expulsion shall be recorded in the pupil's mandatory interim record and shall be forwarded to any school in which the pupil subsequently enrolls upon receipt of a request from the admitting school for the pupil's school records.



### Decision of the Panel

The final decision by the administrative panel will be made within 3 school days following the conclusion of the hearing, unless the pupil requests in writing that the decision be postponed.

The administrative panel will make one of two determinations:

1. Uphold the expulsion.
2. Determine the expulsion was not within the Charter School's guidelines, overturn it, and order that records and documents regarding the proceedings be destroyed and removed from student's record.

Following the final decision of the administrative panel, the administrative panel will send written Findings of Fact to the parent that contain the following information:

1. The outcome of the hearing and the decision of the administrative panel
2. The specific offenses committed by the student for any of the acts listed in the above "Reasons for Suspension and/or Expulsion" section (if expulsion is decided)
3. Notification of the family's responsibility to inform any new district in which the student seeks to enroll of the student's status with the Charter School (if expulsion is decided)
4. Reinstatement eligibility review date (if expulsion is decided)
5. A copy of the rehabilitation plan (if expulsion is decided)
6. The type of educational placement during the period of expulsion (if expulsion is decided)

Pupils who are expelled shall be responsible for seeking alternative education programs.

### Discipline of Students with Disabilities

As an independent LEA member of a SELPA, the Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who the Charter School or SELPA would be deemed to have knowledge that the student had a disability.



### Services During Suspension

Students with disabilities suspended and/or placed in an interim alternative setting shall continue to receive services so as to provide FAPE and enable the student to continue to participate in the general education curriculum and to progress toward meeting the goals set out in the child's IEP/504. Any discipline that includes removal from school for more than ten (10) consecutive days, including placement in an interim alternative educational setting, constitutes a change in placement and a manifestation determination shall be conducted.

An IEP or 504 meeting is required within ten (10) days of initial suspension or placement in an interim alternative educational setting.

### Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral





intervention plan, and modify it, as necessary, to address the behavior;  
and

c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP/504, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

#### Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request a hearing. A hearing officer shall make a determination regarding an appeal requested under 20 USC 1415(k)(3)(A).

The hearing officer may order a change in placement of the child and either return the child to the placement from which the child was removed or order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

When an appeal has been requested by either the parent or the Charter School, the child shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the time period provided for in 20 USC 1415(k)(1)(C), whichever occurs first, unless the parent and the State or local educational agency agree otherwise, and the State or Charter School shall arrange for an expedited hearing, which shall occur within 20 school days of the date the hearing is requested and shall result in a determination within 10 school days after the hearing. In effect, this would allow for a maximum placement in an interim alternative educational setting pending a decision for no more than 30 school days.



### Special Circumstances

The Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Chief Executive Officer, Principal or Designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

### Interim Alternative Educational Setting

The student's interim alternative educational setting or change of placement shall be determined by the student's IEP/504 team. A change of placement is a removal from education for more than ten (10) consecutive days or a pattern of removal, even if for less than ten (10) days. For effective change of placement, there first need be:

- a. Notice
- b. Manifestation determination
- c. Continued receipt of special education services

### Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the District's disciplinary procedures may assert the procedural safeguards granted under these procedures only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:



1. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to the Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services; or
2. The parent has requested an evaluation of the child; or
3. The child's teacher, or other the Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. the Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

#### Discipline of Students with 504 Plans

Students with Section 504 Plans will be afforded the following protections:

- As the 504 student's cumulative suspensions approach a total of 10 days, the Student Success Team must meet to hold a re-evaluation meeting. The purpose of this meeting is to determine whether the misconduct of the student is caused by the student's disabling condition and whether the student's current educational placement is appropriate. If the student's Section 504 Plan and placement are appropriate, and if it is determined that the behavior is not the result of the student's disabling condition, the school may proceed in the same manner as it would with non-disabled students.

#### Notice of Expulsion to Last Known District of Residence

The Charter School shall, in accordance with Education Code § 47605(d)(3), notify the superintendent of the school district of the pupil's last known



address within 30 days of expulsion, and shall, upon request of the district, provide the district with a copy of the student's cumulative record, including a transcript of grades or report card and health information.

### Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness's use prior to and during breaks in testimony.
3. At the discretion of the person or panel conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The person conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The person conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person conducting the



hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness's presence is both desired by the witness and will be helpful to the school. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness, and the complaining witness shall be excluded from the courtroom during that testimony.

9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are not alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing by means of closed-circuit television.

10. Evidence of specific instances of a complaining witness's prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

11. If the pupil being expelled requests a public hearing, the complaining witness shall have the right to have his/her testimony heard in a closed session or alternative methods videotaped, etc.



### Probation

The administrative panel, upon voting to expel a pupil, may suspend the enforcement of the expulsion order for a period of not more than one calendar year and may, as a condition of the suspension of enforcement, assign the pupil to a school, class, or program that is deemed appropriate for the rehabilitation of the pupil. The rehabilitation program to which the pupil is assigned may provide for the involvement of the pupil's parent or guardian in his or her child's education in ways that are specified in the rehabilitation program. A parent or guardian's refusal to participate in the rehabilitation program shall not be considered in the administrative panel's determination as to whether the pupil has satisfactorily completed the rehabilitation program.

The administrative panel shall apply the criteria for suspending the enforcement of the expulsion order equally to all pupils, including individuals with exceptional needs as defined in Cal. Ed. Code section 56026. During the period of the suspension of the expulsion order, the pupil is deemed to be on probationary status.

The administrative panel may revoke the suspension of an expulsion order if the pupil commits any of the acts enumerated in Ed. Code section 48900 or violates any of the school's rules and regulations governing pupil conduct. When the administrative panel revokes the suspension of an expulsion order, a pupil may be expelled under the terms of the original expulsion order. Upon satisfactory completion of the rehabilitation assignment of a pupil, the administrative panel shall reinstate the pupil in the school and may also order the expungement of any or all records of the expulsion proceedings.

A decision of the administrative panel to suspend an expulsion order does not affect the time period and requirements for the filing of an appeal of the expulsion order with the Governing Board of the Charter School.

### Expulsion Appeals

If a pupil is expelled from the Charter School, the pupil or the pupil's parent or guardian may, within 30 days following the decision of the administrative panel to expel, file an appeal to the Governing Board of the Charter School, which shall hold a hearing thereon and render its decision.

The Governing Board shall hold the hearing within 20 school days following the filing of a formal request.

The Governing Board shall hear an appeal of an expulsion order in closed session, unless the pupil requests, in writing, at least five (5) days prior to the date of the hearing, that the hearing be conducted in a public meeting. Upon the timely





submission of a request for a public meeting, the Governing Board shall be required to honor the request. Whether the hearing is conducted in closed or public session, the Governing Board may meet in closed session for the purpose of deliberations. If the Governing Board admits any representative of the pupil or the school district, the board shall, at the same time, admit representatives from the opposing party. The Governing Board shall render a decision within three schooldays of the hearing unless the pupil requests a postponement.

The period within which an appeal is to be filed shall be determined from the date the student is provided notice of the decision of the administrative panel to expel, even if enforcement of the expulsion action is suspended and the pupil is placed on probation. A pupil who fails to appeal the original action of the panel within the prescribed time may not subsequently appeal a decision of the panel to revoke probation and impose the original order of expulsion.

### Transcripts

The pupil shall submit a written request for a copy of the written transcripts and supporting documents from the administrative panel simultaneously with the filing of the notice of appeal with the Governing Board. The Charter School shall provide the pupil with the transcriptions, supporting documents, and records within 10 schooldays following the pupil's written request.

The Governing Board shall determine the appeal from a pupil expulsion upon the record of the hearing before the administrative panel, together with such applicable documentation or regulations as may be ordered. No evidence other than that contained in the record of the proceedings of the administrative panel may be heard unless a *de novo* proceeding is granted as provided herein.

It shall be the responsibility of the pupil to request a written transcription from the Charter School for review by the Charter School Governing Board. The cost of the transcript, if any, shall be borne by the pupil except in either of the following situations:

- (1) Where the pupil's parent or guardian certifies to the Charter School that he or she cannot reasonably afford the cost of the transcript because of limited income or exceptional necessary expenses, or both.
- (2) In a case in which the Governing Board reverses the decision of the administrative panel, the Governing Board shall require that the Charter School reimburse the pupil for the cost of such transcription.

### Standard of Review



The review by the Governing Board of the decision of the administrative panel shall be limited to the following questions:

- (1) Whether the administrative panel acted without or in excess of its jurisdiction.
- (2) Whether there was a fair hearing before the administrative panel.
- (3) Whether there was a prejudicial abuse of discretion in the hearing.
- (4) Whether there is relevant and material evidence which, in the exercise of reasonable diligence, could not have been produced or which was improperly excluded at the hearing before the administrative panel.

As used herein, a proceeding “without or in excess of jurisdiction” includes, but is not limited to, a situation where an expulsion hearing is not commenced within the time periods prescribed by this article, a situation where an expulsion order is not based upon the acts enumerated herein, or a situation involving acts not related to school activity or attendance.

As used herein, an “abuse of discretion” is established in any of the following situations:

- (1) If school officials have not met the procedural requirements of this article.
- (2) If the decision to expel a pupil is not supported by the findings prescribed herein as grounds for expulsion.
- (3) If the findings are not supported by the evidence.

The Governing Board may not reverse the decision of the administrative panel to expel a pupil based upon a finding of an abuse of discretion unless the Governing Board also determines that the abuse of discretion was prejudicial.

#### Decision on Appeal

The decision of the Governing Board shall be limited as follows:

1. If the Governing Board finds that relevant and material evidence exists which, in the exercise of reasonable diligence, could not have been produced or which was improperly excluded at the hearing before the governing board, it may do either of the following:



- A. Remand the matter to the administrative panel for reconsideration and may in addition order the pupil reinstated pending the reconsideration.
  - B. Grant a hearing *de novo* upon reasonable notice thereof to the pupil and to the administrative panel. The hearing shall be conducted in conformance with the rules and regulations stated herein.
2. If the Governing Board determines that the decision of the administrative panel is not supported by the findings required to be made herein, but evidence supporting the required findings exists in the record of the proceedings, the Governing Board shall remand the matter to the administrative panel for adoption of the required findings. This remand for the adoption and inclusion of the required findings shall not result in an additional hearing, except that final action to expel the pupil based on the revised findings of fact shall meet all of the following requirements:
- A. Final action to expel a pupil shall be taken only by the administrative panel in a public session. Written notice of any decision to expel or to suspend the enforcement of an expulsion order during a period of probation shall be sent by the administrative panel to the pupil or the pupil's parent or guardian and shall be accompanied by all of the following: 1) Notice of the right to appeal the expulsion to the Governing Board; 2) Notice of the education alternative placement to be provided to the pupil during the time of expulsion, if applicable; 3) Notice of the obligation of the parent, guardian, or pupil, upon the pupil's enrollment in a new school district, to inform that school district of the pupil's expulsion.
  - B. The Charter School shall maintain a record of each expulsion, including the cause for the expulsion. Records of expulsions shall be nonprivileged, disclosable public records.
3. In all other cases, the Governing Board shall enter an order either affirming or reversing the decision of the administrative panel. In any case in which the Governing Board enters a decision reversing the administrative panel, the Governing Board may direct the administrative panel to expunge the record of the pupil and the records of the school of any references to the expulsion action and the expulsion shall be deemed not to have occurred.

The decision of the Governing Board shall be final and binding upon the pupil and upon the administrative panel. The pupil and the administrative panel shall be



notified of the final order of the Governing Board, in writing, either by personal service or by certified mail. The order shall become final when rendered.

The Principal or Designee shall send a copy of the written notice of the decision to expel to the school district of the student's last known residence, within thirty (30) days.

### **GCA Hazing, Intimidation and Bullying Prevention Policy**

GCA is committed to providing a safe and civil learning environment, and we take a strong position against hazing and bullying, and any behavior that infringes on the safety or well-being of students, employees and any other persons within the jurisdiction or that interferes with learning or the ability to teach. GCA prohibits retaliation against anyone who files a complaint or participates in the complaint investigation process.

Hazing and bullying are part of a continuum of aggressive or violent behaviors. Some acts of hazing or bullying may constitute other categories of misconduct, such as assault, battery, child abuse, hate-motivated incident, criminal activity or sexual harassment and as such violate other our school policies. GCA will not tolerate intimidation, harassment or bullying that infringes on the safety and well-being of any student. Bullying can occur via electronic communication or social media.

A healthy, positive school environment helps students learn and develop; preventing and responding effectively to bullying are therefore fundamental to achieving our mission and vision. Our school personnel, including volunteers, are obligated to follow appropriate reporting guidelines as detailed in related policies, procedures, and handbooks.

GCA policy requires all employees, students and parents to promote mutual respect, tolerance and acceptance. All students and staff of public primary, elementary, middle and senior high schools have the right to attend campuses which are safe, secure and peaceful. This policy applies to students on school grounds, while traveling to and from school or a school-sponsored activity, during the lunch period, whether on or off campus, and during a school-sponsored activity.

Our school adheres to a strict compliance with Hazing Prevention and Bullying Prevention Policies. The full policy is located in the school office.

At GCA, students are expected to treat others with respect. Violations of these agreements or school expectations may result in disciplinary action. Any student who engages in bullying may be subject to disciplinary action up to and including expulsion. Students can rely on staff to promptly investigate each complaint of



bullying. The school will make reasonable efforts to keep a report of bullying and the results of investigation confidential. If the complainant student or the parent/guardian of the student feels that appropriate resolution of the investigation or complaint has not been reached, the student or the parent/guardian of the student should contact the principal or student services coordinator. GCA prohibits retaliatory behavior against any complainant or any participant in the complaint process. A full copy of this policy is available in the front office.

### **Suicide Prevention, Intervention, Postvention and Self-Injury Policy**

GCA is committed to providing a safe, civil and secure learning environment for all students. GCA faculty, staff and volunteers understand their responsibility to respond appropriately to a student expressing or exhibiting suicidal ideation or behaviors and to follow-up in the aftermath of a completed suicide.

The likelihood of students, faculty, or staff encountering a suicidal student is real, even at the elementary school level. Few events are more painful or potentially disruptive than the suicide of a student. Suicide is an issue for people from all educational and socioeconomic backgrounds. Contrary to popular belief, talking about suicide or asking someone if they are feeling suicidal will NOT put the idea in their head or cause them to kill themselves. There is evidence that suicide is preventable in many cases. Appropriate and timely prevention, intervention and postvention (after a suicide) help school administrators to maintain control in a crisis and may help prevent suicide contagion.

This policy reflects the reality that suicide is not the result of one issue, but is a manifestation of multiple, complex problems of child/adolescent development and adjustment. Its purpose is to advise school staff that they are instrumental in helping to save lives by identifying students at-risk and linking them to essential school and community mental health resources. The guidelines provided in this policy do not anticipate every situation that might occur. The purpose of this policy is to:

- Outline administrative procedures for intervening with suicidal and self-injurious students and offer guidelines to school site crisis teams in the aftermath of a student death by suicide.
- Understand the nature of youth suicide; risk and protective factors; warning signs and clues; and appropriate intervention steps.
- Establish school-based protocols for suicide prevention, crisis intervention and postvention.
- Build Connections within a community and among regional support services.



This policy covers conduct that takes place in the school, on any GCA campus property, at school-sponsored functions and activities, on school buses or vehicles and at bus stops. This policy also pertains to usage of electronic technology and electronic communication that occurs in the school, on any GCA campus property, at school-sponsored functions and activities, on school buses or vehicles and at bus stops, and on school computers, networks, forums, and mailing lists. This policy applies to the entire school community, including educators, school and school staff, students, parents/guardians, and volunteers.

The following definitions are provided not for the purpose of labeling students, but rather to assist in understanding this policy and the legal obligations of school staff. Students may or may not use these terms to describe themselves. These definitions are intended as functional descriptors.

- Self-Injury: the act of deliberately harming one's own body, such as cutting or burning oneself. Although self-injury often lacks suicidal intent, youth who self-injure are more likely to attempt suicide. Self-injury is an unhealthy way to cope with emotional pain, intense anger and/or frustration.
  - Self-injury is a complex behavior, separate and distinct from suicide.
  - Self-injury provides a way to manage overwhelming feelings and can be a way to bond with peers (rite of togetherness).
  - Self-injury is defined as intentional tissue damage that can include cutting, severe scratching, pinching, stabbing, puncturing, ripping or pulling skin or hair and burning.
- Warning Signs: behaviors that may signal the presence of suicidal thinking. They might be considered "cries for help" or "invitations to intervene." Warning signs indicate the need to inquire directly about whether the individual has thoughts of suicide or self-injury. Warning signs include the following: suicide threat; suicide notes and plans; prior suicidal behavior; making final arrangements; preoccupation with death; changes in behavior, appearance, thoughts and/or feelings.

The majority of students who engage in self injury are adolescent females, though research indicates that there are minimal gender differences. Students of all ages and socio-economic backgrounds engage in self-injury behavior, as it is commonly mentioned in media, social networks and other means of communication.

Individual mental health services can be effective when focused on reducing the negative thoughts and environmental factors that trigger self injury. Tattoos and body piercing are not usually considered self-injurious behaviors, unless they are done with the intention to hurt the body.





Our staff is trained to recognize the risk factors and warning signs of suicide and our counseling office is ready to connect students and families to resources that can help youth in crisis. If you believe that your child is thinking about suicide, approach the situation by asking. Asking is the first step in saving a life and can let them know that you are there for them and will listen. If you need IMMEDIATE assistance due to a life threatening situation, call 911. For a psychiatric emergency, contact the Fresno County's Department of Mental Health for Children at their Crisis Center: (559) 600-6760. Our suicide prevention policy is available in the office.

### **Tobacco Free School**

Golden Charter Academy has a 100% tobacco free school policy. All tobacco use is prohibited by everyone, everywhere on campus, at all times – including school events after regular school hours. Students are prohibited from bringing tobacco products on campus. A copy of the Tobacco Free School policy is available in the office.

### **Abuse Reporting Policy**

GCA employees are required by law to report any suspected child abuse to the Fresno County Child Protection Hotline (24 hours/7 days per week, Phone: (559) 600-8320). These reports are confidential and staff cannot provide any specific information regarding reports to the parent/guardian. Complaints filed by the parent/guardian will be referred to local law enforcement for investigation.

Any person who enters into employment or volunteering with GCA must acknowledge that they are aware of the provisions of Sections 11164-11174.3 of the Penal Code regarding mandated reporting requirements as defined in this document. Mandated reporters must report suspected child maltreatment immediately when they have reasonable suspicion to believe that a child who is 17 years of age or younger and known to them in a professional or official capacity has been harmed or is in danger of being harmed – physically, sexually, or through neglect – and that a caregiver either committed the harm or should have taken steps to prevent the child from harm.

GCA shall provide training to all personnel regarding the obligations as mandatory reporters and the steps required to report suspected abuse. A full copy of the policy is available in the school office.



## **Federal and State Laws Affecting Family Educational Rights and Privacy (FERPA)**

The privacy of school records is protected by federal and state laws, which cover nearly every type of pupil. School employees and district officials, who have a legitimate educational interest, have a right to access pupil record information without the consent of the parent/guardian or student. Other individuals or agencies may be authorized to access, review and/or obtain pupil records by court order or by statute. Under the law, a school district may identify certain categories of information as directory information and may provide directory information to certain individuals, officials and organizations identified by the district as those who have a legitimate need to know. Some student records such as discipline, special education or psychology records may be maintained in local district or central district offices.

Parents/Guardians have the right to file complaints regarding District procedures affecting rights of privacy with California State Department of Education and/or the Family Educational Rights and Privacy Act Office, Department of Health, Education, and Welfare, 330 Independence Avenue, S.W., Washington, DC 20201.

### **Pupil Fees Policy**

A pupil enrolled in a charter school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:

- A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit;
- A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment;
- A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

A pupil fees complaint may be submitted through the Uniform Complaint Procedure. A pupil fees and/or an LCAP complaint may be filed anonymously; however, the complainant must provide evidence or information leading to



evidence to support the complaint. A pupil fee complaint shall be filed no later than one year from the date the alleged violation occurred.

### **Uniform Complaint Procedure**

Golden Charter Academy's (GCA) policy is to comply with applicable federal and state laws and regulations. GCA is the local educational agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. GCA will seek to resolve complaints pertaining to compliance in accordance with state law, Title 5, California Code of Regulations. A complaint under the Uniform Complaint Procedures (UCP) is a written and signed statement by an individual, public agency, or organization alleging a violation of federal or state laws governing educational programs, including allegations of unlawful discrimination, harassment, intimidation, bullying, and failure to comply with laws relating to pupil fees and the Local Control and Accountability Plan (LCAP). GCA educational programs covered by the UCP include but are not limited to:

- After School Education and Safety
- Compensatory Education
- Course Periods without Educational Content
- Education of Pupils in Foster Care, Pupils who are Homeless, former Juvenile Court Pupils now enrolled in a school district and Children of Military Families
- Every Student Succeeds Act
- Local Control and Accountability Plans (LCAP)
- Migrant Education
- School Plans For Student Achievement
- School Safety Plans
- School Site Councils

The same complaint procedure may also be used to file complaints against GCA which allege unlawful discrimination under the following federal laws: the Americans with Disabilities Act (ADA) or Section 504 (discrimination based on mental or physical disability); age; ancestry; ethnic group identification; religion; Title VI (discrimination based on race, color or national origin), and Title IX (discrimination based on sex, sexual orientation) or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics. Discrimination complaints must be



filed within six months from the date the alleged discrimination occurred or the date when knowledge of the facts of the alleged discrimination was first obtained. To file a complaint at GCA, contact the office for a UCP form. Fill the form in and fax or mail it to at the address/fax # on the form. Any person with a disability or who is unable to prepare a written complaint can receive assistance from a GCA office staff member or principal.

The sixty (60) day timeline for an investigation and GCA response will begin when the complaint is received. The review will conclude within 60 calendar days from the date of receipt of complaint, unless the complainant agrees in writing to extend the time. If the complainant disagrees with GCA's decision, they have fifteen days after receipt of the decision to file an appeal with the California Department of Education. The appeal must be in writing and include a copy of the original complaint, as well as a copy of GCA's decision provided to them.

GCA acknowledges and respects every individual's rights to privacy. Discrimination complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This includes keeping the identity of the complainant confidential, as appropriate and except to the extent necessary to carry out the investigation or proceedings, as determined by the Principal or designee on a case-by-case basis. GCA prohibits any form of retaliation against any complainant in the complaint process, including but not limited to a complainant's filing of a complaint or the reporting of instances of discrimination. Such participation shall not in any way affect the status, grades or work assignments of the complainant. The complete Uniform Complaint Policy and Procedure is available in the main office.



### **Student Nondiscrimination Policy**

Golden Charter Academy does not discriminate on the basis of race, ethnicity, gender, religion, gender identity, gender expression, or disability. The purpose of this policy is:

- to foster an educational environment that is safe and free from discrimination for all students, regardless of race, religion, disability, sex, sexual orientation, gender identity, or gender expressions, and
- to facilitate compliance with local, state and federal laws concerning bullying, harassment and discrimination.

This policy should be interpreted consistent with the goals of improving the educational integration of all our students and maintaining privacy of all students, and fostering cultural competence and professional development for school staff. Furthermore, this policy will support healthy communication between educators and parents/guardians to further the successful educational development and well-being of every student. The full policy is available in the school office.

### **Homeless/Foster Youth Education Policy**

The McKinney-Vento Homeless Assistance Act for Homeless Children and Youth entitles all homeless school-aged children to the same free and appropriate public education that is provided to non-homeless students. A homeless student is defined as a person between the ages of six and eighteen who lacks a fixed, regular, and adequate nighttime residence and may:

- Live in a emergency or transitional shelter; abandoned building, parked car, or other facility not designed as a regular sleeping accommodation for human beings;
- Live “doubled up” e.g., with another family, due to loss of housing caused by financial difficulty
- Live in a hotel or motel;
- Live in a trailer park or campsite with their family;
- Have been abandoned at a hospital;
- Be awaiting foster placement in limited circumstances;
- Reside in a home for school-aged, unwed mothers or mothers-to-be if there are no other available living accommodations; or



- Be a migratory or abandoned, runaway, or pushed out youth that qualifies as homeless because he/she/they is/are living in circumstances described above.

A homeless student has the right to attend either the school in which the student was last enrolled or the school of residence. GCA will help provide transportation as appropriate, at the request of the parent/guardian/unaccompanied homeless youth, to and from the school if feasible. GCA will enroll homeless students without school or immunization records and help homeless families find resources. If a dispute arises over school selection or enrollment, the parent/guardian has the right to dispute the school's decision. For further information please contact our front office.

### **Dispute Resolution**

Members of the school community should first attempt to resolve any conflict with the person or persons directly involved or affected by the issue.

- Students: If there is a conflict between students and direct discussion cannot resolve the conflict, students will be expected to follow the conflict resolution techniques taught in the classrooms through role-playing and/or discussions. Students may choose to walk away from a situation, share how they feel without continuing to find consensus, or use active listening and problem-solving strategies to reach a consensus among each other. Learning and practicing these skills and strategies is a part of GCA's social-emotional program. Staff will incorporate these techniques into problem-solving situations as a regular practice. If students are unable to resolve the conflict, they will be expected to ask a teacher or staff member for assistance in resolving the conflict. If the teacher or staff member is unable to resolve the conflict, the principal or student services coordinator will facilitate a dispute resolution process.
- Parents/Guardians: If a parent/guardian has a conflict with his/her/their student's teacher, the parent/guardian should first attempt to resolve the conflict with the person or persons directly involved or affected by the issue. If the conflict is not resolved, they should contact GCA's administration for assistance.
- If the parent/guardian has concerns about student conflicts or discipline, they should speak with the administrative designee handling





the issue. If conflicts are not resolved, contact the Principal for assistance.

- If parents/guardians have conflicts with other parents/guardians, they should speak with an administrator. If conflicts are not resolved, contact the Principal for assistance.
- If the conflict involves the Principal, parents/guardians will request a dispute resolution process with the Head of School.

The final school-level appeal is the Principal. Conflicts not resolved at the school-level can be appealed to the Chief Executive Officer/President. The final level of appeal is the school’s Board of Trustees. The party initiating the appeal must submit a written request for Board of Trustees review to the board chair within (5) five business days of the Chief Executive Officer/President’s final decision. The Board of Trustees will hear the appeal at the next scheduled regular meeting, unless the board chair determines that the urgency of the issues necessitates that a special meeting be called to hear the appeal. All confidential issues will be heard in closed session, in accordance with the Brown Act.

### TK-3 In-Person Bell Schedule

TK	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade
<b>Monday-Friday</b> Gates: 7:30am	<b>Monday-Friday</b> Gates: 7:30am	<b>Monday-Friday</b> Gates: 7:30am	<b>Monday-Friday</b> Gates: 7:30am	<b>Monday-Friday</b> Gates: 7:30am	<b>Monday-Friday</b> Gates: 7:30am
Breakfast: 7:30am-8:20am	Breakfast: 7:30am-8:20am	Breakfast: 7:30am-8:20am	Breakfast: 7:30am-8:20am	Breakfast: 7:30am-8:20am	Breakfast: 7:30am-8:20am
Line Up/Affirmations: 8:25am	Yard Briefing: 8:20am  Line Up/Affirmations: 8:25am	Yard Briefing: 8:20am  Line Up/Affirmations: 8:25am	Yard Briefing: 8:20am  Line Up/Affirmations: 8:25am	Yard Briefing: 8:20am  Line Up/Affirmations: 8:25am	Yard Briefing: 8:20am  Line Up/Affirmations: 8:25am
<b>Morning Meeting:</b> 8:30am-9am	<b>Morning Meeting:</b> 8:30am-9am	<b>Morning Meeting:</b> 8:30am-9am	<b>Morning Meeting:</b> 8:30am-9am	<b>Morning Meeting:</b> 8:30am-9am	<b>Morning Meeting:</b> 8:30am-9am
<b>Instructional Block 1:</b> 9am-10:15am	<b>Instructional Block 1:</b> 9am-9:45am	<b>Instructional Block 1:</b> 9am-10am	<b>Instructional Block 1:</b> 9am-10:15am	<b>Instructional Block 1:</b> 9am-10:30am	<b>Instructional Block 1:</b> 9am-11am
<b>Brain Break:</b> 10:15am-10:30am	<b>Brain Break:</b> 9:45am-10am	<b>Brain Break:</b> 10-10:15am	<b>Brain Break:</b> 10:15am-10:30am	<b>Brain Break:</b> 10:30-10:45am	<b>Brain Break:</b> 11am-11:15am
<b>Instructional Block 2:</b> 10:30am-11:15am	<b>Instructional Block 2:</b> 10am-11:20am	<b>Instructional Block 2:</b> 10:15am-11:20am	<b>Instructional Block 2:</b> 10:30am-11:20am	<b>Instructional Block 2:</b> 10:45am-12:10pm	<b>Instructional Block 2:</b> 11:15am-12:35pm
<b>Lunch/Recess:</b> 11:15am-11:55am	<b>Recess:</b> 11:20am-11:45am	<b>Lunch:</b> 11:20am-11:45am  <b>Recess:</b> 11:45am-12:05pm	<b>Recess:</b> 11:20am-11:45am	<b>Lunch:</b> 12:10pm-12:35pm	<b>Lunch:</b> 12:35pm-1pm  <b>Recess:</b> 1pm - 1:20pm
<b>Instructional Block 3:</b> 11:55am - 12:35pm	<b>Lunch:</b> 11:45am-12:05pm	<b>Instructional Block 3:</b> 12:05pm - 1:45pm	<b>Lunch:</b> 11:45am-12:05pm	<b>Recess:</b> 12:35pm-12:55pm	<b>Instructional Block 3:</b> 1:20pm - 2:10pm
<b>Brain Break:</b> 12:35pm- 12:50pm	<b>Instructional Block 3:</b> 12:05pm-1pm	<b>Instructional Block 4:</b> 1:45pm-3:10pm	<b>Instructional Block 3:</b> 12:05pm - 1:45pm	<b>Instructional Block 3:</b> 12:55pm - 2pm	<b>Instructional Block 4:</b> 2:10pm-3:10pm
<b>Instructional Block 4:</b> 12:50pm-1:30pm	<b>Instructional Block 4:</b> 1pm-2pm	Dismissal: 3:10pm, 2pm Thursdays	<b>Instructional Block 4:</b> 1:45pm-3:10pm	<b>Instructional Block 4:</b> 2pm-3:10pm	Dismissal: 3:10pm, 2pm Thursdays
Dismissal: 1:30pm	Dismissal: 2:00pm			Dismissal: 3:10pm, 2pm Thursdays	



TK	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade
Zoo: Monday 9:30-11 Martial Arts & Movement: Wednesday 12:50-1:25 Chess: Thursday 12:50-1:25	Zoo: Wednesday 9:30-11 Martial Arts & Movement: Monday 1:30-2 Chess: Thursday 1:25-2	Zoo: Monday 12:10-1:40 Martial Arts & Movement: Tuesday 2-2:30 Chess: Friday 2:15-3	Zoo: Wednesday 12:10-1:40 Martial Arts & Movement: Tuesday 2:30-3 Chess: Monday 2:15-3	Zoo: Tuesday 9:15-11:15 Martial Arts & Movement: Monday 2:30-3 Chess: Wednesday 2:15-3	Zoo: Thursday 9:15-11:15 Martial Arts & Movement: Wednesday 2:30-3 Chess: Tuesday 2:15-3

### Student Acceptable Use Policy

Acceptable use of GCA Technology occurs where the primary purpose of such use is to improve student learning and prepare students. By using GCA technology and networks, Learners implicitly agree to the terms of this Acceptable Use Policy. If a Learner is uncertain about whether a particular use is acceptable, he or she should consult a teacher, administrator or other appropriate GCA personnel. The use of GCA Technology is offered to students for educational purposes, as a privilege that must be safeguarded by all learners. GCA is committed to improving student achievement and preparing all students and uses GCA Technology for this purpose. GCA Technology is issued to appropriate staff to perform their job duties.

GCA Technology includes, but is not limited to, cell phones, computer hardware, laptops, tablets, e-readers, software (including cloud resources), hotspots, local wired and wireless networks, and access to the internet. These items provide tools that can be used to access information and communicate with people, enhance learning, and enable the district to operate efficiently. Technology and people's use of technology is always changing so it is critical that GCA ensure a safe learning environment for students and staff; safeguards for the privacy of electronic data; and protect the GCA's technology assets. GCA District Technology remains at all times the property of GCA.

This Acceptable Use Policy ("AUP") was adopted to inform students, their families, and District staff about acceptable ways in which information technology and systems will be referred to as "GCA Technology" in the rest of this document. As used in this document, the word "Learner" includes anyone—employees, students, parents, and guests—who use GCA Technology. Only Learners who agree to this Acceptable Use Policy are authorized to use GCA Technology.



### GCA Technology Responsible Use

Learners are responsible for practicing:

- positive digital citizenship and ethical conduct.
- appropriate behavior and contributions on websites, social media, discussion boards, media sharing sites, and all other electronic communications, including new technology.
- honesty in all digital communication.

Learners understand that what they do and post online must not disrupt school activities or compromise school safety and security. Learners will use school appropriate language in all electronic communications, including email, social media posts, audio recordings, video conferencing, and artistic works. Learners will not send and/or distribute hateful, discriminatory, or harassing digital communications, or engage in sexting. Learners understand that bullying in any form, including cyberbullying, is unacceptable. Learners will not seek out, display, or circulate material that is hate speech, sexually explicit, or violent. Learners will not share personal information about myself or others including, but not limited to, names, home addresses, telephone numbers, birth dates, or visuals such as pictures, videos, and drawings for non-educational purposes or non- GCA business. Learners will not post pictures, student work, or other items that are in violation of FERPA\*, and Learners understand that the use of the GCA technology for illegal, political, or commercial purposes is strictly forbidden.

Learners are responsible for the use and care of my computer. Learners are responsible for my passwords and my actions on GCA technology. They will:

- bring my computer every day to school, charged and ready for learning.
- ensure the computer is secure and safe.
- (for students) discuss with my parents or guardian expectations regarding the use of the Internet and the device.
- not alter, deface, or remove any GCA labels on the GCA technology.
- return borrowed devices in the same condition as it was given to me.
- not share any school or GCA usernames and passwords with anyone.
- not access the account information of others.
- log out of unattended equipment and accounts in order to maintain privacy and security.



Learners understand devices issued to students and staff are for learning or GCA business and are responsible for respecting the works of others. Learners will follow all copyright (<https://copyright.gov/title17/>) guidelines and will not download illegally obtained music, software, apps, and other works.

\*Family Education Rights and Privacy Act (FERPA) is a federal law that requires confidentiality of student information. Publicly posting students personal information, student records or graded work is a violation of FERPA. To learn more about FERPA beyond responsible use and posting online please visit <https://studentprivacy.ed.gov/>.

The complete Acceptable Use Policy is available in the school office.

### **COVID-19 Policy for In-Person Instruction**

The health, safety and welfare of the staff and families of GCA are our first priority. The following constitutes the policies and procedures that GCA staff, students, families, vendors and visitors will adhere to in the prevention and/or event of a COVID-19 outbreak or epidemic when on school grounds.

These guidelines will be updated as needed to comply with the U.S.

Department of Health and Human Services, U.S. Department of Education, Center for Disease Control, Homeland Security, the California Department of Education, the California Department of Health, and the County Department of Health.

Under conditions of increased severity, the CDC may recommend additional measures to help protect students and staff if global and national assessments indicate that COVID-19 is causing more severe disease. In addition, local health and education officials may elect to implement some of these additional measures, up to and including school site closure and move all students to distance learning.

#### Reporting Suspected or Diagnosed COVID-19 Cases

Schools must report suspected or diagnosed COVID-19 cases to the County Public Health department pursuant to the school's required COVID-19 Safety Plan. Our COVID-19 Safety Plan can be found online and in the school office.

#### General Policies and Procedures



- Reporting to Administration: All employees are required to report suspected or known cases of infection to school administration immediately. Similarly, parents and guardians are required to report suspected or known cases of infection to school administration immediately.
- Stay home when sick: Those with flu-like illness must stay home for at least 48 hours after they no longer have a fever, or signs of a fever, without the use of fever-reducing medicines. They should stay home even if they are using antiviral drugs.
- Schools should exclude students, teachers or staff who have been diagnosed with COVID-19 or been in close contact with someone diagnosed with COVID-19 from the school for 14 days from the day of their last exposure.
- Separate ill students and staff: Students and staff who appear to have flu-like illness are to be sent to the site health office and kept separate from others until they can be sent home. CDC recommends that those displaying symptoms wear a surgical mask, if possible, and that those who care for ill students and staff wear protective gear such as a mask and single use gloves.

### Hand hygiene and Respiratory Etiquette

All students will participate in a hygiene curriculum. This curriculum will emphasize:

- the importance frequent handwashing with soap and water when possible, or the use of hand sanitizer when soap and water are not available,
- covering noses and mouths with disposable tissue when coughing or sneezing (or alternative face covering such as shirts or “elbow” if no tissue is available),
- the importance of disposing of soiled tissues immediately,
- the importance of keeping hands off face and out of mouth;
- the importance of personal space.

### Routine Cleaning

School staff will develop a schedule for routine sanitization of areas that students/staff touch often with a disinfectant.

### Early Treatment of High-Risk Students and Staff



People at high risk for influenza complications who become ill with influenza-like illness should speak with their health care provider as soon as possible. Early treatment with antiviral medications is very important for people at high risk because it can prevent hospitalizations and deaths.

### Active Screening

School staff will self-check temperature prior to arrival to work. Staff with an unexplained temperature should follow procedures for taking sick time and seek medical advice before returning to work. All staff will screen students for fever and other flu-like symptoms when they get to school in the morning, separate those who are ill, and send them home as soon as possible. Throughout the day, staff should be vigilant in identifying students who behave as though they do not feel well or appear ill.

Student self-reported illness will be sent to the health office for evaluation. All visits will be documented in the student's health records.

People at high-risk of flu complications should talk to their doctor about staying home from school when the flu/COVID-19 is circulating in the community. If influenza/COVID-19 severity increases, people with flu-like illness should stay home for 48 hours after symptoms are gone, without the use of medications. Students with ill household members are encouraged to stay home for five days from the day the first household member got sick.

Students may elect to complete independent study in lieu of in class attendance for a period of time in compliance with all applicable school policies and the law. Students requiring an extended period of distance learning may make the request to school Administration at any time. Should the community in which the School be considered high-risk, the school may close the site and move all students to a distance learning program.

### School Dismissals

GCA and health officials will work closely to balance the risk of COVID-19 in our community with the disruption that school closures will cause in both education and the wider community. The length of time schools should be dismissed will vary depending on the type of dismissal as well as the severity





and extent of the illness. Should GCA close, teachers and staff will remain available to provide instruction, support, remediation, and food services.

Reactive dismissals might be appropriate when schools are not able to maintain normal functioning for example, when a significant number and proportion of students have documented fever while at school despite recommendations to keep ill children home.

Preemptive dismissals can be used proactively to decrease the spread of flu. CDC may recommend preemptive school dismissals if the flu starts to cause severe disease in a significantly larger proportion of those affected.

### Masking

GCA is closely monitoring the masking requirements of Fresno County public health officials and Fresno Unified School District. Currently, masking is recommended for those with the COVID-19 vaccine and mandated for those with flu-like symptoms and/or those not vaccinated against COVID-19. We will regularly provide updates to faculty, staff, students and families as the situation changes.

The full COVID-19 policy and school safety plan can be found in the school office.



## GCA School-Wide Rules

1. Follow the Golden Rules:

- Give Respect
- Obey Norms & Agreements
- Love Learning
- Dedicate to fulfilling goals
- Elevate ourselves and our communities
- Never Quit

2. Treat all humans, plants, animals and natural systems with respect. At GCA, we believe everyone and all living things on earth deserve respect, which means that we do not tolerate any disrespectful behavior on campus, including bullying, harassment, spreading rumors, etc.

3. Follow all rules and directions given by all adults on campus and all rules in the handbook.

4. Students must be in appropriate school uniform at all times on campus, at the zoo and at other field experiences.

5. Students are responsible for keeping each classroom, the courtyard, and all parts of campus clean. No spitting or littering.

6. Students may not have candy, gum, soda, junk food, or plastic bottles on campus. Students may not share food.

7. All electronic devices (cell phones, electronic watches, etc.) must be powered off and out of sight on campus during school hours.

8. Students must have a pass to be out of their classrooms. Students may not be in any classroom, the parking lot, or any area on campus with adult supervision.

9. Inside the gate, everyone must walk, use quiet voices, take off hats and hoods, carry balls, and refrain from throwing objects. Fighting or play fighting is strictly forbidden on campus.

10. Keep track of your belongings. Touching other peoples' belongings without permission will result in disciplinary action.

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**I have read and understand the above rules. Please sign and return with your student.**

Student Name:: \_\_\_\_\_ Teacher: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**GOLDEN**  
CHARTER ACADEMY  
SCHOOL OF ENVIRONMENTAL STEWARDSHIP

### GCA School-Family Contract 2022-2023

GCA Will	Family Will
1. Provide a clean, safe campus; Ensure students are engaged in activities that inspire them, equip them to succeed in a college-preparatory high school and beyond, and empower them to be stewards of their community.	1. Ensure my child <b>attends school</b> on time every day (unless they have an excused medical absence) and stays the entire school day.
2. Monitor student dress to ensure an appropriate, active, learning-focused environment.	2. Bring my child to school completely in school <b>uniform</b> , including outerwear and footwear.
3. Teach students study skills such as organization, note-taking, and time management and provide materials lists for each course.	3. Send my student to school with a backpack, agenda, binder, and all the <b>materials</b> needed for class each day.
4. Assign learning explorations and extensions each night plus 100 minutes of independent reading each week (recommended 20 minutes per night); Provide students with support and class time to organize their work and time.	4. Establish a <b>nightly homework routine</b> to provide a quiet place and regular time to do homework; Sign reading logs; Check student's organization; Regularly monitor completion of school assignments.
5. Update standards grades weekly and post them online; Discuss progress every week with students; Provide regular updates to families regarding student performance.	5. Check <b>student progress</b> online every week; Check Friday Folders every Friday; Sign and return Folders on Mondays; Contact teachers with concerns.
6. Send classroom communication in a Friday Letter (in home language) with class announcements and updates; Read Friday letter announcements with students.	6. Read the <b>classroom communication</b> and be familiar with school dates and events; Contact the school if you have any questions.
7. Arrange family conferences at least a week in advance, work with parent/guardian work schedules, and respond promptly to emails and phone calls. Be available to schedule meetings with parents as needed.	7. Attend scheduled family events, conferences and other parent/guardian meetings as needed; <b>Communicate</b> concerns through phone calls, emails, or scheduled meetings with teachers; Attend SSTs and "shadow" if needed.
8. Provide regular tutoring, mentoring, advising, remediation and enrichment opportunities and experiences with qualified educators.	8. <b>Support</b> my child with school assignments, projects, reading practice and attend presentations of learning events; Celebrate success.
9. Provide healthy food and snacks, teach students about healthy eating habits and provide time for exercise in classes and at recesses; Encourage students to drink from reusable water bottles in class.	9. Support my child's <b>health</b> ; Ensure they get enough sleep; Not send gum, candy, soda, or other sugary junk food to school for lunches or celebrations; Send my child to school with a reusable water bottle.
10. Provide opportunities to explain policies; Provide opportunities for parents to participate in the development of school policies and programs.	10. Follow <b>school policies</b> and all procedures in the Student -Family Handbook, including the discipline process; Support the Golden Rules.
<p>Student Name: _____</p> <p>Parent/Guardian Signature: _____</p>	



**GOLDEN**  
 CHARTER ACADEMY  
 SCHOOL OF ENVIRONMENTAL STEWARDSHIP

**Golden Charter Academy 2023-24 Re-Enrollment Information**

*Please note this form is required to re-enroll at GCA for 2023-24.*

Solicitud De Re-Inscripción para año escolar 2022-2023

Este formulario es obligatorio para matricularse en GCA para el próximo año escolar.

**Student Information / Información del Estudiante**

STUDENT NAME: \_\_\_\_\_ Grade in 23-24: \_\_\_\_\_  
 Nombre de Estudiante First/Primer Middle/Segundo Last/Apellido

Home Address: \_\_\_\_\_  
 Domicilio Address/Numero y Calle Apartment/Apartamento

City/Ciudad State/Estado Zip Code/Codigo Postal

Home Telephone: \_\_\_\_\_ Cell #: \_\_\_\_\_  
 Teléfono de casa Teléfono Celular

**Yes/Sí** my student will be returning to GCA for the 2023-24 school year  
 mi estudiante va a regresar a GCA para el año de 2023-24

**NO** my student will not be returning to GCA for the 2023-24 school year  
 My student will be attending \_\_\_\_\_.

**NO** mi estudiante no va a regresar a GCA para año escolar 2023-24  
 Mi estudiante va asistir a \_\_\_\_\_.

Parent/Guardian Name: \_\_\_\_\_  
 Nombre de Padre/Madre/Guardián

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Firma de Padre/Madre/Guardián Fecha

***If you fail to return this form by the due date of **2/11/2022** your space may be given away to another student. If you are not planning to re-enroll your student please notify GCA as soon as possible so that we can make an offer to another student on the waiting list.***

***Si usted no regresa esta forma antes de la fecha indicada **(2/22/2022)** el espacio de su hijo(a) será asignado a otro estudiante. Si usted no está planeando que su hijo(a) asista a GCA favor comuniquese con nosotros lo más pronto posible para poder darle la oportunidad a otro estudiante en la lista de espera.***



**GOLDEN**  
 CHARTER ACADEMY  
 SCHOOL OF ENVIRONMENTAL STEWARDSHIP

## 2022-2023 Academic Calendar

### THE GOLDEN CHARTER ACADEMY ACADEMIC CALENDAR - SCHOOL YEAR 2022/23

HOLIDAY - NO SCHOOL PD - NO SCHOOL FAMILY CONFERENCES ELO / SUMMER PROGRAM



**SCHOOL BEGINS**  
 August 9, 2022  
**SCHOOL ENDS**  
 May 26, 2023

**VACATION & HOLIDAYS**  
 Independence Day 7/4/2022  
 Labor Day 9/5/2022  
 Veteran's Day 11/11/2022  
 Thanksgiving Break 11/21/22 - 11/25/2023  
 Winter Break 12/19/22 - 1/6/2023  
 MLK Jr. Day 1/16/2023  
 Lincoln's Birthday 2/13/2023  
 President's Day 2/20/2023  
 Spring Break 4/3/23 - 4/10/2023  
 Memorial Day 5/29/2023

**END OF SEMESTER DATES**  
 SEMESTER 1: 8/8/2022 - 12/16/2022  
 SEMESTER 2: 1/9/2023 - 5/26/2023

**ELEMENTARY REPORTING PERIODS**  
 QUARTER 1: 8/9/2022 - 10/7/2022  
 QUARTER 2: 10/11/2022 - 12/16/2022  
 QUARTER 3: 1/10/2023 - 3/17/2023  
 QUARTER 4: 3/20/2023 - 5/26/2023

JULY 2022						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER 2022						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

**TEACHER WORK YEAR**  
 August 1, 2022 - May 31, 2023

**PROFESSIONAL DEVELOPMENT**  
 17 days

**DAYS IN OPERATION**

Aug-2022	17
Sep-2022	21
Oct-2022	20
Nov-2022	16
Dec-2022	12
Jan-2023	15
Feb-2023	18
Mar-2023	22
Apr-2023	14
May-2023	20

OCTOBER 2022						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER 2022						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**TOTAL INSTRUCTIONAL DAYS**  
 175

JANUARY 2023						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY 2023						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

MARCH 2023						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL 2023						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

MAY 2023						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE 2023						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	



### Student-Family Handbook Acknowledgement Form

\_\_\_\_ I have read and understand the Golden Charter Academy 2022-2023 Student-Family School Handbook and is provided via email and in hard copy in the school offices.

\_\_\_\_ I understand that the Student-Family Handbook is to use for my reference to answer my questions and understand GCA processes and procedures. I will refer to the handbook before contacting the school.

\_\_\_\_\_

\_\_\_\_\_

Student Name

Date

\_\_\_\_\_

\_\_\_\_\_

Parent/Guardian Name

Parent/Guardian Signature



# Coversheet

## 2022/2023 Employee Handbook Policy

**Section:** II. Consent Agenda  
**Item:** L. 2022/2023 Employee Handbook Policy  
**Purpose:**  
**Submitted by:**  
**Related Material:** GCA 2022-23 EE Handbook.pdf

# Employee Handbook



“Inspiring Powerful Young Minds”

**CEO**

**Robert Golden**

**BOARD OF TRUSTEES**

**Edward González, Ed.D., Chair**

**Keshia Thomas, Vice Chair**

**Scott Barton**

**Bard De Vore, Ed.D.**

**Brad Huff, Ph.D.**

**Ruthie Quinto**

*“In the end, we will conserve only what we love, we will love only what we understand, and we will understand only what we are taught.”*

*-- Baba Dioum*

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## Welcome to GCA!

Dear Employee:

Welcome to the Golden Charter Academy (GCA). This Handbook is provided to you with the intent of fostering clear communication and understanding of GCA's policies and procedures.

This Employee Handbook summarizes GCA's policies, as well as benefits and staff responsibilities which applies to all employees.

Should be used as a guide and may be revised or updated at the discretion of GCA as necessary.

The policies in this Handbook go into effect and govern expectations immediately. Employees are expected to read, understand, and abide by the policies in the Handbook and the working rules as explained by your supervisor.

During, the course of your employment, you are free to leave the school at any time for any reason, and the school reserves a similar right. Thus, employment with GCA is at-will and not for a specific term and can be ended by the employee or by the school at any time for any reason, with or without cause, and with or without advance notice.

Upon receipt of this Handbook, please sign the following Acknowledgement and Acceptance form and return it to the Executive Director and/or designee.

Sincerely,

---

Robert Golden, President & CEO  
Trustees

---

Edward González, Board Chair of

---

Mandy Breuer, Principal

## Mission and Vision

The GOLDEN CHARTER ACADEMY in partnership with the Fresno Chaffee Zoo will offer a unique educational program featuring:

- an innovative educational strategy prioritizing experiential learning opportunities in place-based education (PBE) emphasizing appropriate use of technology and building on the expertise of the learner through Universal Design for Learning (UDL) strategies.
- a focus on cultural diversity coupled with an awareness of social justice for the purpose of civic engagement.
- a curriculum infused with the importance of environmental stewardship.

**Our Mission:** “Inspiring Powerful Young Minds.”

**Our Vision:** The school plans to expand student and parent options and to provide all students with access to a rigorous, well-rounded curriculum. In partnership with the Fresno Chaffee Zoo, the school will promote the education of the whole person, emphasizing intellectual, personal, emotional, and social growth through all domains of knowledge.

The overarching goal of the school is to produce environmentally literate students who are both locally and globally minded, students who achieve environmental literacy and are: inquirers, thinkers, communicators, risk-takers, knowledgeable, principled, open-minded, caring, balanced, and reflective.

The GOLDEN CHARTER ACADEMY purpose is to nurture expert learners that aspire to experience and engage the natural world both as community ambassadors and global citizens.

Through a comprehensive and balanced curriculum coupled with challenging assessments, the school’s vision is to develop the individual talents of young people and to teach them to relate the experiences of the classroom to the realities of the world outside. Beyond intellectual rigor and high academic standards, strong emphasis will be placed on the ideals of cultural understanding and responsible environmental citizenship. The goal is for students to become critical and compassionate thinkers, lifelong learners, and informed participants in local and world affairs. They will be conscious of the shared humanity that binds all people together while respecting the variety of cultures and attitudes that make for the richness of life.



## General Information

### Employment At-Will

Employment with **Golden Charter Academy** is at-will. This means that employment may be terminated for any or no reason, with or without cause or notice at any time by the employee or by the Company. Nothing in this Employee Handbook or any oral statement will limit the right to terminate the at-will employment relationship. This at-will employment policy is the sole and entire agreement between the employee and **Golden Charter Academy** as to the duration of employment and the circumstances under which employment may be terminated. No manager or supervisor has any authority to enter into a contract of employment, express or implied, that changes or alters the at-will employment relationship. **Only the President/Owner of the Company or his or her authorized representative has the authority to enter into an employment agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the President/Owner of the Company or his or her authorized representative.**

---

## Commitment to Diversity

### Disability Accommodation

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, **Golden Charter Academy** will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an employee or applicant for employment unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result.

Any employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity and/or obtain equal job benefits should contact Human Resources to request such an accommodation. Human Resources will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when the Company receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform their essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the employee, and possibly their health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the Company and/or a direct threat to the health and/or safety of the

individual or others, the Company will generally make the accommodation or it may propose another reasonable accommodation that may also be effective. Employees are required to cooperate with this process by providing all necessary supporting documentation of supporting the need for accommodation and being willing to consider alternative accommodations when applicable.

The Company will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth and lactation if supported by medical documentation and/or as required by applicable federal, state or local law.

Employees who wish to request unpaid time away from work because of a qualifying disability should speak to Human Resources regarding a proposed accommodation. The Company will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with this policy.

---

## **Religious Accommodation**

The Company will provide reasonable accommodation for employees' religious beliefs, observances and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances or practices and the employee's job requirements, without causing undue hardship to the Company.

The Company has developed an accommodation process to assist employees, management and Human Resources. Through this process, the Company establishes a system of open communication between employees and the Company to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests.

Any employee who perceives a conflict between job requirements and religious belief, observance or practice should bring the conflict and their request for accommodation to the attention of Human Resources to initiate the accommodation process. The Company requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

The Company will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with this policy.

---

## **Accommodation for Adult Literacy Programs**

**Golden Charter Academy** provides reasonable accommodation and assistance to an employee who reveals a literacy problem and requests assistance to enroll in an adult literacy education program unless doing so will result in an undue hardship to the company's business operations.

Examples of assistance include providing employees with the location of local literacy programs and arranging for jobsite visits by literacy education providers.

Employees who wish to self-identify as an individual with a literacy problem and request an accommodation should contact Human Resources. The Company will take reasonable steps to safeguard the privacy of any employee who self-identifies. In addition, employees who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While **Golden Charter Academy** encourages employees to improve their literacy skills, the Company will not reimburse employees for the costs incurred in attending a literacy program. Time off to attend literacy programs may be provided as a reasonable accommodation unless doing so will result in an undue hardship. However, if time off is provided, the time off may be unpaid. If time off is unpaid, employees wishing to take such leave may utilize their existing vacation time or other accrued paid time off.

---

## **Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking**

**Golden Charter Academy** will make reasonable accommodations for any employee who reports that he or she is the victim of domestic violence, sexual assault or stalking and requests that the Company accommodate his or her safety while at work, unless providing the accommodation will impose an undue hardship on the company's business operations or violates the company's duty to provide a safe and healthy working environment for all employees.

Reasonable accommodations may include, but are not limited to: a transfer; reassignment; modified work schedule; change in work telephone number; change in work station; installed lock; assistance in documenting domestic violence, sexual assault, stalking or other crime that occurs at the workplace; implemented safety procedures; or any other adjustment to a job structure, workplace facility or work requirement in response to domestic violence, sexual assault, stalking or other crime, or referral to a victim assistance organization. The Company will engage in a timely, good-faith and interactive process with the employee to identify effective reasonable accommodations.

Employees may also be entitled to a leave of absence under the company's Crime Victim Leave policy and should consult that policy and/or Human Resources for additional information.

The Company may request that an employee provide a written statement signed by the employee (or an individual acting on behalf of the employee) certifying that the requested accommodation is for the employee's safety while at work. The Company may also require an employee to provide a certification that the employee is the victim of domestic violence, sexual assault or stalking and may request recertification every six months. Any of the following will be considered sufficient certification: a police report indicating the employee was a victim; a court order protecting or separating the employee from the perpetrator, or other evidence from the court or prosecuting attorney that the employee has appeared in court; documentation from a licensed medical

professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries; or any other form of documentation that reasonably verifies that the incident occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

Employees must notify the Company if their needs change or if they no longer need an accommodation.

The Company will keep all information submitted in connection with an employee's request for an accommodation confidential to the extent permissible by law. If the law requires disclosure of information, the Company will notify the employee before any information is released.

The Company will not discriminate or retaliate against any employee because of the individual's status as a victim of domestic violence, sexual assault or stalking, if the employee provides the Company notice of such status, the Company has actual knowledge of such status or the employee requests a reasonable accommodation in accordance with this policy.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their Human Resources representative.

---

## **Accommodation for Drug or Alcohol Treatment or Rehabilitation**

**Golden Charter Academy** will attempt to reasonably accommodate employees with chemical dependencies (drugs or alcohol), if they voluntarily wish to seek treatment and/or rehabilitation, unless the accommodation imposes an undue hardship on the Company's business operations. The Company's support for treatment and rehabilitation does not obligate the Company to hire or employ any person who violates the Company's drug and alcohol abuse policy or who, because of current use of drugs or alcohol, is unable to perform his or her duties or cannot perform the duties in a manner that would not endanger his or her health or safety or the health or safety of others.

The Company will keep all information submitted in connection with an employee's enrollment in a drug or alcohol rehabilitation program confidential to the extent permissible by law. Time off for these purposes is unpaid. However, employees wishing to take such leave may utilize their sick leave or accrued paid time off, if applicable.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their Human Resources representative.

## **Lactation Accommodation**

Employees have the right to request lactation accommodation. The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, the lactation break time will be unpaid for nonexempt employees.

Employees will be relieved of all work-related duties during any unpaid break. When unpaid breaks or additional time are required, employees should work with their regarding scheduling and reporting the extra break time.

Because exempt employees receive their full salary during weeks in which they work, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

The Company will provide employees with the use of a room or other location to express milk in private unless doing so would impose an undue hardship on the Company's operations; in which case the Company will still make reasonable efforts to provide an employee with the use of a room or other location, other than a toilet stall, in close proximity to the employee's work area, for the employee to express milk in private. The lactation room or other location will not be a bathroom and will be safe, clean and free from hazardous materials in close proximity to the employee's work area, shielded from view and free from intrusion by co-workers and/or the public. This location may be the place where the employee normally works, if applicable. The lactation room or other location will include a surface on which to place a breast pump or other personal items, a place to sit and electricity or alternative devices (e.g., an extension cord or charging station) needed to operate an electric or battery-powered breast pump. Lactating employees who pump breast milk will also have access to a sink with running water and a refrigerator or alternative cooling device suitable for storing milk in close proximity to their workspace.

A room or other location identified for lactation may be used for other purposes. However, during times when an employee is using the location for lactation purposes, that use will take precedence over all other uses. Employees who have questions or concerns related to lactation room scheduling conflicts should contact their supervisor or a Human Resources representative. Any nonexempt employee who is not provided with a break as requested to express milk should immediately contact Human Resources.

Lactation is considered a pregnancy-related condition under California law.

Employees who wish to request lactation accommodation should notify Human Resources. If the Company cannot provide break time or a location that complies with this Lactation Accommodation policy, the employee requesting the accommodation will be notified in writing.

The Company will not discriminate or retaliate against an employee who requests or uses a lactation accommodation in accordance with this policy or otherwise exercises rights under California's lactation accommodation law. Employees who feel their lactation accommodation rights have been violated can file a complaint with the California Labor Commissioner's Office.

---

## **Discrimination, Harassment and Retaliation Prevention**

### **Equal Employment Opportunity**

**Golden Charter Academy** is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns and volunteers based on their actual or perceived: race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 and over), sexual orientation, Civil Air Patrol status, military or veteran status and any other consideration protected by federal, state or local law (collectively referred to as "protected characteristics").

For purposes of this policy, discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States, as well as discrimination based upon any of the following:

- An individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group;
- Marriage to or association with individuals of a national origin group;
- Tribal affiliation;
- Membership in or association with an organization identified with or seeking to promote the interests of a national origin group;
- Attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or
- A name that is associated with a national origin group.

An employee's or applicant for employment's immigration status will not be considered for any employment purpose except as necessary to comply with federal, state or local law.

The Company allows employees to self-identify their preferred gender, name and/or pronoun, including gender-neutral pronouns. The Company will use an employee's gender or legal name as indicated on a government-issued identification document, only as necessary to meet an obligation



mandated by law. Otherwise, the Company will identify the employee in accordance with the employee's current gender identity and preferred name.

The Company will not tolerate discrimination or harassment based upon these protected characteristics or any other characteristic protected by applicable federal, state or local law. The Company also does not retaliate or otherwise discriminate against applicants or employees who request a reasonable accommodation for reasons related to disability or religion. Our commitment to equal employment opportunity applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any employee (including supervisors and co-workers), agent, client, customer or vendor.

## **Prohibited Harassment**

**Golden Charter Academy** is committed to providing a work environment that is free of illicit harassment based on any protected characteristics. As a result, the Company maintains a strict policy prohibiting sexual harassment and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns or volunteers based on any legally-recognized basis, including, but not limited to, their actual or perceived race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 or over), sexual orientation, Civil Air Patrol status, military or veteran status, immigration status or any other consideration protected by federal, state or local law. For purposes of this policy, discrimination on the basis of "national origin" also includes harassment against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States, and based on any of the following:

- An individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group;
- Marriage to or association with individuals of a national origin group;
- Tribal affiliation;
- Membership in or association with an organization identified with or seeking to promote the interests of a national origin group;
- Attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or
- A name that is associated with a national origin group.

All such harassment is prohibited.

This policy applies to all persons involved in our operations, including coworkers, supervisors, managers, temporary or seasonal workers, agents, clients, vendors, customers, or any other third party interacting with the Company ("third parties") and prohibits proscribed harassing conduct by any employee or third party of **Golden Charter Academy**, including nonsupervisory employees,

supervisors and managers. If such harassment occurs on the Company's premises or is directed toward an employee or a third party interacting with the Company, the procedures in this policy should be followed.

### **Sexual Harassment Defined**

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes various forms of offensive behavior based on sex and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering; making sexual gestures; displaying sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an employee's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature; graphic verbal commentary about an individual's body; sexually degrading words to describe an individual; suggestive or obscene letters, notes, or invitations.
- Physical conduct: touching, assault, impeding or blocking movements.
- Retaliation for reporting harassment or threatening to report sexual harassment.
- An employee may be liable for harassment based on sex even if the alleged harassing conduct was not motivated by sexual desire. An employee who engages in unlawful harassment may be personally liable for harassment even if the Company had no knowledge of such conduct.

### **Other Types of Harassment**

Prohibited harassment on the basis of any legally protected classification, including, but not limited to: race (including traits historically associated with race, such as hair texture and protective hairstyles), color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including domestic partnership status), age (40 or over), sexual orientation, Civil Air Patrol status, military or veteran status, immigration status or any other consideration protected by federal, state or local law, includes behavior similar to the illustrations above pertaining to sexual harassment. This includes conduct such as:

- Verbal conduct including threats, epithets, derogatory comments or slurs based on an individual's protected classification;
- Visual conduct, including derogatory posters, photographs, cartoons, drawings, or gestures based on protected classification; and
- Physical conduct, including assault, unwanted touching or blocking normal movement because of an individual's protected status.

### **Abusive Conduct Prevention**

It is expected that the Company and persons in the workplace perform their jobs productively as assigned, and in a manner that meets all of managements' expectations, during working times, and that they and refrain from any malicious, patently offensive, or abusive conduct including but not limited to conduct that a reasonable person would find offensive based on any of the protected characteristics described above. Examples of abusive conduct include repeated infliction of verbal abuse, such as the use of malicious, derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the intentional sabotage or undermining of a person's work performance.

### **Protection Against Retaliation**

Retaliation is prohibited against any person by another employee or by **Golden Charter Academy** for using the Company's complaint procedure, reporting proscribed discrimination or harassment or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

### **Discrimination, Harassment, Retaliation and Abusive Conduct Complaint Procedure**

Any employee who believes that they have been harassed, discriminated against, or subjected to retaliation or abusive conduct by a co-worker, supervisor, agent, client, vendor, customer, or any other third party interacting with **Golden Charter Academy** in violation of the foregoing policies, or who is aware of such behavior against others, should immediately provide a written or verbal report to their supervisor, any other member of management or Human Resources.

Employees are not required to make a complaint directly to their immediate supervisor. Supervisors and managers who receive complaints of misconduct must immediately report such complaints to the Executive Director who will attempt to resolve issues internally.

When a report is received, the Company will conduct a fair, timely, thorough, and objective investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of proscribed harassment, discrimination, or retaliation or regarding the alleged violation of any other Company policies. The

Company will maintain confidentiality surrounding the investigation to the extent possible and to the extent permitted under applicable federal and state law.

Upon completion of the investigation, the Company will communicate its conclusion as soon as practical. If the Company determines that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense, up to and including termination of employment. Appropriate action will also be taken to deter any such conduct in the future.

**The federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. Information may be located by visiting the agency website at [www.eeoc.gov](http://www.eeoc.gov) or [www.dfeh.ca.gov](http://www.dfeh.ca.gov). The DFEH Sexual Harassment Prevention training may be accessed at <https://www.dfeh.ca.gov/shpt/>.**

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## General Employment Practices

### Personal Data Changes

To better assist employees and/or their families in the event of personal emergencies, the Company needs to maintain up-to-date contact information. Maintaining accurate information in our files is also important for recordkeeping, payroll and benefits related purposes.

Changes in name, address, telephone number, marital status, number of dependents, next of kin and/or beneficiaries should be given to Human Resources promptly.

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### Voluntary Open Door Policy

We recognize that employees may have suggestions for improving our workplace, as well as complaints about the workplace. We feel that the most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with an employee's supervisor. Employees should feel free to contact their supervisor with any suggestions and/or complaints. If employees do not feel comfortable contacting their supervisor or are not satisfied with their supervisor's response, they should contact Human Resources.

While we provide employees with this opportunity to communicate their views, please understand that not every complaint can be resolved to the employee's satisfaction. Even so, we believe that open communication is essential to a successful work environment and all employees should feel free to raise issues of concern without fear of reprisal.

Please note that some company policies, such as the Sexual and Other Unlawful Harassment policy, contain specific reporting procedures that should be followed. Employees should utilize

this Voluntary Open Door policy for reports and ideas that are not addressed through the Company's specific reporting procedures.

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## Public Relations

The success of a charter school depends upon the quality of the relationship among the school, its employees, students, parents and the general public. The public impression of GCA and its interest in our school will be formed in part, by GCA employees. Our employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, GCA and our school's services.

Below are several things employees can do to help leave people with a good impression of GCA:

- Communicate with parents regularly;
  - Act competently and deal with others in a courteous and respectful manner;
  - Communicate pleasantly and respectfully with other employees at all times;
  - Follow up on requests and questions promptly, provide business-like replies to inquiries and requests, and perform all duties in an orderly manner;
  - Respond to email and voicemail within 24 hours during the work week;
  - Take great pride in your work and enjoy being gold
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## Employee Classifications

Employees of **Golden Charter Academy** are classified as either exempt or nonexempt under federal and state wage and hour laws and are further classified for administrative purposes. The following designations are used throughout this Employee Handbook.

### Exempt Employees

Exempt employees are employees whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and California wage and hour laws and who are exempt from minimum wage and overtime pay requirements. Exempt employees are compensated on a salary basis. Employees will be informed whether their status is exempt or nonexempt and should consult their supervisor with any questions or concerns regarding this status.

### Nonexempt Employees

Nonexempt employees are employees whose job positions do not meet FLSA or applicable California exemption tests and who are *not* exempt from minimum wage and overtime pay requirements. Nonexempt employees are eligible to receive overtime pay for hours worked in excess of eight hours in any workday and 40 hours in a workweek. Employees will be informed whether their status is exempt or nonexempt and should consult their supervisor with any questions or concerns regarding this status.

## **Full-Time Employees**

You are a full-time employee if you are regularly scheduled to work at least 30 hours per week in a budgeted full-time position that is not temporary. As a full-time employee, you are eligible for GCA's benefit package, subject to the terms, conditions, and limitations of each benefit program.

## **Part-Time Employees**

You are a part-time employee if you are regularly scheduled to work less than 30 hours per week in a budgeted position that is not temporary. As a part-time employee, you will receive all legally mandated benefits (such as Workers' Compensation and Social Security) but are ineligible for all other benefit programs offered by GCA.

## **Temporary Employees**

You are a temporary employee if you have been hired as an interim replacement, hired to temporarily supplement the workforce, or hired to assist in the completion of a specific project. Employment assignments in this category are of limited duration. However, employment beyond any initially stated period does not, in any way, imply a change in employment status. As a temporary employee, you will receive all legally mandated benefits (such as Workers' Compensation and Social Security) but are ineligible for all other benefit programs offered by GCA.

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## **Personal and Family Relationships**

We will not take any adverse employment action against any employee for engaging in romantic relationships during nonworking hours away from company premises. However, we will consider such relationships when they affect an employee's job performance, occur during working time, occur on Company premises or pose a potential conflict of interest.

A familial or intimate relationship among employees can create an actual or at least potential or perceived conflict of interest in the employment setting, especially if one relative, spouse, partner or member of such a relationship supervises another relative, spouse, partner or member. To avoid this problem, we may refuse to hire or place a relative or other intimately associated individual in a position where the potential for favoritism or a conflict exists.

If two employees marry, become related or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. In other cases where a conflict or the potential for a conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of **Golden Charter Academy**.



For the purposes of this policy, a "relative" is any person who is related by blood or marriage or whose relationship with the employee is similar to that of persons who are related by blood or marriage (e.g., domestic partnership or civil union status).

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## **Access to Personnel Files and Payroll Records**

Upon written request, a current and former employee, or a designated representative, may inspect and receive a copy of the employee's personnel file and records that relate to the employee's performance or to any grievance concerning the employee in the presence of a **Golden Charter Academy** representative at a mutually convenient time, at the employee's expense. Employees may add their version of any disputed item to the file. The Company will comply with a written personnel file request at reasonable intervals and reasonable times within 30 calendar days of the written request. The parties may agree to a date beyond 30 calendar days provided it is not longer than 35 calendar days from the employer's receipt of the written request.

For a current employee, personnel records will be available for inspection where the employee reports to work or at another location that is mutually agreeable. For a former employee, personnel records will be available for inspection where the records are stored or at another location that is mutually agreeable.

Current and former employees also may inspect their payroll records upon written or oral request, and may request a copy of these records. The Company will comply with written payroll records requests as soon as practicable, but no later than 21 calendar days following the request. Current and former employees who request a copy of their payroll records may be charged a reasonable fee related to the cost of copying the requested documents.

Only authorized members of management and Human Resources have access to an employee's personnel file. Only Human Resources is authorized to release information about current or former employees on behalf of the Company. However, the Company will cooperate with - and provide access to an employee's personnel file to - law enforcement officials or local, state or federal agencies in accordance with applicable law.

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## **Workplace Conduct**

### **Standards of Conduct**

To assure safety and security and provide the best possible work environment, we expect employees to follow basic, common-sense rules of conduct that will protect everyone's interests and safety. It is not possible to list all forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions that may result in disciplinary action, including suspension, demotion or termination of employment:

- Falsification of employment records, employment information or other records;
- Recording the work time of another employee, allowing any employee to record another employee's work time, or allowing falsification of any time card, whether yours or another employee's;
- Theft or the deliberate or careless damage of any company property or the property of any employee or client;
- Use of company materials, supplies, tools or products for personal reasons without advanced permission from management;
- Abuse of the Company's electronic resources, including sending personal emails during working time or in a manner that interferes with the employee's work performance;
- Possessing, distributing, selling, transferring or using or being under the influence of alcohol or illegal drugs in the workplace;
- Provoking a physical fight or engaging in physical fighting during working hours or on premises owned or occupied by the Company;
- Carrying firearms, weapons or dangerous substances at any time, on premises owned or occupied by the Company, unless state law provides otherwise. **Note: This prohibition applies only to the extent allowed by applicable state law. In those states that specifically give the employee the right to maintain a lawfully possessed firearm in a locked vehicle in the employer's parking lot, employees will be permitted to maintain a firearm in their own locked vehicle in compliance with the law. Under those circumstances, employees are strictly prohibited from removing the firearm from their vehicle or carrying it on their person or into a building;**
- Using abusive, violent, threatening or vulgar language at any time during working hours or while on premises owned or occupied by the Company;
- Absence of [insert number] consecutive scheduled workdays without prior notice to the Company;
- Failing to obtain permission to leave work during normal working hours;
- Failing to observe working schedules, including meal and rest breaks;
- Abusing or misusing paid sick leave;
- Failing to provide a certificate from a health care provider when requested or required to do so in accordance with applicable law;
- Working overtime without authorization or refusing to work assigned hours;
- Violating any safety, health or security policy, rule or procedure of the Company; and
- Committing a fraudulent act or intentional breach of trust under any circumstances.

Although employment may be terminated at-will by either the employee or the Company at any time, without following any formal system of discipline or warning, we may exercise discretion to utilize forms of discipline that are less severe than termination. Examples of less severe forms of discipline include verbal warnings, written warnings, demotions and suspensions. Although one or more of these forms of discipline may be taken, no formal order or procedures are necessary. The Company reserves the right to determine which type of disciplinary action to issue in response to any type of performance issue or rule violation.

This statement of prohibited conduct does not alter or limit the policy of at-will employment. Either the employee or the Company may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice. As previously set forth in this Employee

Handbook, **only the Executive Director of the Company or his or her authorized representative has the authority to enter into an employment agreement that alters the fact that the employment relationship is at-will, and any such agreement must be in writing and signed by the Executive Director of the Company or his or her authorized representative.**

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## **Conflicts of Interest**

Employees must conduct themselves in such a way as to avoid actual or potential conflicts of interest. The following are examples of prohibited conflicts of interest in any aspect of their jobs:

- Acting as a director, officer, consultant, agent or employee of a supplier, customer, competitor or any entity that engages in business with the Company;
- Owning a material interest in or being a creditor of or having other financial interest in a supplier, customer, competitor or any entity that engages in business with the Company;
- Receiving from or giving to any supplier, customer or competitor gifts, gratuities, special allowances, discounts or other advantages not generally available to employees of the Company;
- Having any significant direct or indirect personal interest in a business transaction involving the Company;
- Conducting outside activities that materially detract from or interfere with the full and timely performance of an employee's services for the Company; or
- Influencing commercial transactions involving purchases, contracts or leases in a way that would have a negative impact on the Company or its business.

If an employee finds that he or she has, or is considering the assumption of, a financial interest or outside employment relationship that might involve a conflict of interest, or if the employee is in doubt concerning the proper application of this policy, he or she should promptly discuss the matter with the Executive Director and refrain from exercising responsibility on the Company's behalf in any manner that might reasonably be considered to be affected by any adverse interest.

Failure to disclose the fact of a conflict or potential conflict may constitute grounds for disciplinary action.

This policy in no way prohibits employee affiliations or activities communications that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

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## Outside Employment

The Company respects each employee's right to engage in activities outside of employment such as those that are of a personal or private nature, to the extent that such activities do not create a conflict of interest as described in the Conflicts of Interest policy set forth in this Handbook or adversely affect the employee's ability to perform his or her job. Under certain circumstances, if an employee's personal conduct begins to adversely affect his or her performance on the job, or begins to make it impossible for him or her to carry out any or all of his or her job duties while at work, appropriate disciplinary action up to and including termination of employment may be appropriate.

An example of an activity that might adversely affect an employee's ability to perform his or her job duties is outside employment. While the Company does not prohibit employees from holding other jobs, the following types of outside employment are prohibited:

- Employment that conflicts with the employee's work schedule, duties and responsibilities or creates an actual conflict of interest;
- Employment that impairs or has a detrimental effect on the employee's work performance with the Company;
- Employment that requires employees to conduct work or related activities during working times or using any of the Company's tools, materials or equipment; and
- Employment that directly or indirectly competes with the business or the interests of the Company.

For the purposes of this policy, self-employment is considered outside employment.

The Company will not assume any responsibility for employees' outside employment. Specifically, **Golden Charter Academy** will not provide workers' compensation coverage or any other benefit for injuries occurring from, or arising out of, such outside employment.

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## Reporting and Anti-Retaliation Policy

The Company is committed to promoting compliance with the laws, rules and regulations that govern its business operations and to establishing and maintaining best practices in accounting, auditing and financial reporting matters. As part of our effort to promote and achieve compliance, the Company encourages its employees to report good-faith concerns about any business-related conduct they believe to be fraudulent, illegal or unethical, whether that conduct is occurring within the Company or otherwise involves one of the Company's consultants, vendors, contractors, subcontractors, bankers or any other party having a business relationship with the Company.

Below are the procedures by which employees may report complaints or concerns about any fraudulent, illegal or unethical business conduct. The Company will not tolerate harassment, retaliation or reprisals of any kind against any employee who has, or whose family member has or is perceived to have, in good faith, protested or raised a concern regarding a Company policy or

practice or reported a reasonable suspicion that someone connected with the Company is engaged in fraudulent or other unethical or illegal conduct in the course of their work.

### **What Can Be Reported?**

This policy applies to employees who raise good-faith concerns relating primarily to unethical, fraudulent, illegal or wrongful business conduct. Examples of fraudulent activity that should be immediately reported to the Company, include, but are not limited to: Intentional manipulation of company purchase procedures for personal gain;

- Bribery;
- Theft or embezzlement of company resources;
- False statements made on financial reports and other official communications;
- Creation of false contracts;
- Misuse of Company resources for personal benefit;
- Expense claim fraud;
- Association with outside companies in a manner that creates a conflict of interest in the performance of job functions;
- Disclosure, destruction or theft of confidential and proprietary Company information;
- Presentation or creation of false claims for government payment;
- Creation of a false record or statement in support of a fraudulent claim for government payment; and
- Other violations of the Company's Code of Conduct.

This policy is not intended to address every concern that may arise in the workplace. Employees should be aware that the Company has other policies and procedures and available channels of communication for reporting certain concerns that may not be covered by this policy and/or that may be more appropriate mechanisms for addressing such concerns, including the Company's antidiscrimination and harassment policies. When appropriate or legally required, some issues initially received through the policy reporting mechanisms may be investigated and remedied consistent with the specific procedure applicable to that policy.

### **Procedure for Submitting Confidential Complaints**

Employees may submit complaints, concerns and information regarding potential unethical, fraudulent or illegal business conduct to their immediate supervisor. If the employee is not comfortable speaking to his or her supervisor or is not satisfied with the supervisor's response, or if the concern relates to a particularly serious or sensitive issue, the employee is encouraged to report his or her concern by contacting Human Resources.

Complaints may be made anonymously. Employees who choose to identify themselves when submitting a report may be contacted by a company representative in order to gain additional information. The Company will maintain confidentiality to the fullest extent possible, consistent with applicable legal requirements and the need to conduct an adequate investigation or review.

When submitting a complaint, employees should provide as much detailed information as possible, including the background and history of the concern; names, dates and places where possible; and why the situation is a reason for concern. Providing comprehensive information is particularly important when an employee submits a complaint anonymously because the Company will be unable to contact the reporting employee for additional information or clarification.

The Company will respond to employee concerns by investigating them, if appropriate. Please note that an investigation does not suggest that the concerns have been confirmed or rejected. To protect individuals and the Company, initial inquiries will be made to decide whether an investigation is appropriate and, if so, the form and scope of the investigation. The action taken by the Company will depend on the nature and severity of the concern, as determined during any investigation. While the Company will endeavor to maintain confidentiality, the primary focus will be on taking all reasonable steps to investigate the allegations thoroughly.

All conversations, calls and reports made under this policy in good faith will be taken seriously. Employees who file reports that are dishonest or misleading or provide evidence that they know to be false will not be protected by this policy and may be subject to corrective action, up to and including immediate termination of employment.

### **Policy Prohibiting Unlawful Retaliation or Discrimination**

The Company recognizes that the decision to report a concern can be a difficult one to make and that employees may fear reprisal for doing so. However, the Company encourages employees to come forward with concerns and will not tolerate retaliation or harassment against employees who raise a concern in good faith.

It is the Company's policy to adhere to all applicable laws protecting its employees against unlawful discrimination or retaliation as a result of their lawfully reporting complaints or participating in investigations regarding alleged unethical, illegal or fraudulent business matters. Specifically, the Company prohibits any form of unlawful discrimination or retaliation or taking any adverse action against employees because they have engaged in, or because they have a family member who has or is perceived to have engaged in, the following conduct:

- Providing information or otherwise assisting in an investigation regarding any conduct that the employee reasonably believes violates federal or state laws or regulations; or
- Filing, testifying, participating or otherwise assisting in any proceeding relating to an alleged violation of federal or state laws or regulations.

Employees who believe that they have been subjected to any conduct that violates this policy may file a complaint using the procedures outlined above. Any employee who unlawfully harasses, discriminates against or retaliates against another employee as a result of his or her protected actions as described in this policy may be subject to corrective action, up to and including termination of employment.



Nothing in this Employee Handbook prohibits you from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct that you believe violates any laws or regulations.

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## **Confidential Company Information**

The Company's confidential and proprietary information is vital to its current operations and future success. Each employee should use all reasonable care to protect or otherwise prevent the unauthorized disclosure of such information.

In no event should employees disclose or reveal confidential information within or outside the Company without proper authorization or purpose.

"Confidential information" refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to the Company's business that the Company has not made public or authorized to be made public, and that is not generally known to the public through proper means.

By way of example, confidential or proprietary information includes, but is not limited to, non-public information regarding the Company's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research and development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, employee health/medical records, system designs, customer lists and methods of competing. Additionally, employees who by virtue of their performance of their job responsibilities have the following information, should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: Social Security Numbers, driver's license or resident identification numbers, financial accounts, credit or debit card numbers, security and access codes or passwords that would permit access to medical, financial or other legally protected information.

Confidential information does not include information lawfully acquired by non-management employees about wages, hours or other terms and conditions of employment, if used by them for purposes protected by §7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection.

Nothing in this Employee Handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing confidential information which the employee acquired through lawful means in the course of his or her employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority.

Further, employees are hereby notified that under the 2016 Defend Trade Secrets Act (DTSA):

- No individual will be held criminally or civilly liable under federal or state trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that:
  - Is made **in confidence** to a federal, state, or local government official, either directly or indirectly, or to an attorney; and made **solely for the purpose of** reporting or investigating a suspected violation of law; or,
  - Is made in a complaint or other document filed in a lawsuit or other proceeding, **if such filing is made under seal** so that it is not made public; and
- An individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by order in that proceeding.

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## Whistleblower Policy

GCA is committed to maintaining a workplace where employees are free to raise good faith concerns regarding certain business practices, specifically: (1) reporting suspected violations of law, including but not limited to federal laws and regulations; (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and (3) identifying potential violations of GCA policy, specifically the policies contained in GCA's Employee Handbook.

An employee who wishes to report a suspected violation of law or GCA policy may do so confidentially by contacting the GCA Board President in writing c/o Golden Charter Academy **1719 L Street Fresno CA, 93721**.

GCA expressly prohibits any form of retaliation, including harassment, intimidation, adverse employment actions, or any other form of retaliation, against employees who raise suspected violations of law, cooperate in inquiries or investigations, or identify potential violations of GCA. Any employee who engages in retaliation will be subject to discipline, up to and including termination.

Any employee who believes that he or she has been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following: Executive Director and/or designee. Any supervisor, manager, or designated staff that receives complaints of retaliation must immediately inform the Executive Director or Director of Operations.

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality, consistent with a full and fair investigation. The Board of Directors and a member of GCA management will conduct the investigation or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings directly. Violations of

the penal code will be reported to the proper law enforcement authorities.

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## **Personal Appearance and Grooming**

The image **Golden Charter Academy** projects to the public is reflected in the appearance of our employees. Simply stated, employees should look neat, clean and well-groomed and should be dressed appropriately for the business environment. Employees are expected to use good judgment in their appearance and grooming, keeping in mind the nature of the work, their own safety and the safety of co-workers, and their need to interact with the public.

Below are a few guidelines for professional appearance:

- Clothing should not constitute a safety hazard.
- All employees should practice commonsense rules of neatness, cleanliness and comfort.
- When jeans are appropriate for the position, the jeans must be in good condition.
- Tank tops, t-shirts, jogging suits, tennis shoes, flip-flops, slippers, sandals, garments that are unnecessarily revealing, sweat pants and other similar apparel are generally not permitted.
- Personal appearance should include good personal hygiene, clean hair and no or well-maintained facial hair.
- Jewelry may be restricted for safety reasons, based on the position.

For a more in-depth dress code you can refer to the **GCA dress code policy**. We also encourage employees to seek the advice of their supervisor or Human Resources if they have questions regarding appropriate dress or appearance at work. Employees who report to work improperly dressed or groomed may be instructed by their supervisor to return home to change. The time that nonexempt employees are absent for this purpose will be unpaid unless California law requires otherwise.

## **Religious, Medical and Disability Accommodations**

The Company will reasonably accommodate an employee's religious beliefs, medical condition or disability by making exceptions to this policy. Employees who need such an accommodation should contact their supervisor or Human Resources.

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## **Attendance and Punctuality**

Employees are expected to be regular in their attendance and to be punctual. Any tardiness or absence causes problems not only for fellow employees, but for our students as well. Employees are expected to report to work as scheduled, on time and prepared to start work. Employees are also expected to remain at work for their entire work schedule. Late arrival, early departure or other absences from scheduled hours are disruptive to the school day and must be avoided.

## Definitions

- A. **Incident:** An incident is any unapproved absence, late arrival or leaving work early.
- B. **Absence:** An absence from work is defined as the failure of any employee to report to work when scheduled. This applies to any assignment, be it a regular shift, overtime work, work related meetings, etc... One day of absence will be considered one (1) incident. A second day of absence is considered a second incident, and so on. If, however, a physician releases the employee from work in writing, the entire time of absence is only counted as one (1) incident. Should an unplanned absence turn into three (3) consecutive days off, the employee is required to bring a physician's note releasing them back to work.
- C. **Tardy:** Tardiness occurs when an employee is not present, and ready to begin working, at his/her workstation at their scheduled time. Tardiness also occurs when an employee leaves work prior to the end of their scheduled shift without **prior approval**. Tardiness of less than two (2) hours will be considered a one-half (½) incident. Tardiness of two (2) or more hours will be considered one (1) incident.
- D. **No Call/No Show:** Employees must report their absence each day; failure to do so is considered a no call/no show. A no call/no show is considered one and one-half (1½) incidents.

**Any employee who fails to call in and/or report to work for two (2) consecutive workdays is VOLUNTARILY terminating their employment.**

## Reporting Requirements

Employees must notify their supervisor at least one hour prior to the start of their scheduled shift if they are going to be absent or late. Employees should call GCA HR number (559-358-4114) to notify HR of their tardiness or inability to work. If HR is unavailable when initially called, the employee is responsible for leaving a voicemail **AND** sending a message so that HR is aware of the employee's tardiness/absence. Leaving a voicemail and text does count as notification.

All time off request should be submitted, by paper (Time off request form) and electronically (Paycor), no later than 1 week prior to the requested day/time. All time off request are subject to denial.

## Schedule for Attendance Control

Based on the number of incidents in a school year, an employee will be subject to disciplinary action under the following schedule:

- A. Two incidents in any 30-day calendar period result in a documented conversation.

- B. Three incidents in any 60-day calendar period result in a documented warning.
- C. One additional incident within the quarter, following the verbal warning, will result in a further disciplinary action and /or termination of employment.

If employees are unable to report for work on any particular day, they must call their supervisor at least **two (2) hours** or as soon as practical, before the time the employee is scheduled to begin working for that day. The Company may inquire about the general reason for an absence or tardiness. Unless extenuating circumstances exist, employees must call in on any day they are scheduled to work but will not report to work.

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment, unless the absence or tardiness is legally protected. The following types of time off will not be considered grounds for disciplinary action under this policy:

- Excused time off, including vacation and other forms of paid time off;
- Approved leaves of absence, including jury duty leave, military leave and leave protected under the Family and Medical Leave Act or leaves pursuant to other federal, state or local laws; and/or
- Time off due to a work-related injury that is covered by workers' compensation.

## California Make-Up Time Policy

### Purpose/Objective

Golden Charter Academy will provide nonexempt employees with the opportunity to make up work time that is missed due to personal obligations. Employees who need to be absent from work as a result of personal obligations may submit a written request to make up missed work time, provided they satisfy the eligibility requirements and follow the procedures outlined below.

### Eligibility

Nonexempt employees are eligible for make-up time if they obtain prior approval from HR of a written request [submitted on the company form] for make-up time. The company reserves the right, in its sole discretion, to deny a request for make-up time based on the business needs of the company. Employees' use of make-up time under this policy is completely voluntary. The company does not encourage, solicit or require employees to request or use make-up time.

### Procedures

Employees requesting make-up time under this policy must comply with the following procedures:

1. The employee must submit a written request [on a company form] [reasonably in advance of/within 24 hours of] for the requested time off and indicate what day and time he or she

wishes to be absent from work and what day(s) and time(s) the employee wishes to make up the missed time.

2. The employee must obtain prior written authorization from [human resources] of his or her request, including an approved schedule for the make-up time.
3. The make-up time must be worked (or made up) in the same workweek when the scheduled time was missed or taken off. Additionally, the scheduled make-up time must not cause the employee's total scheduled work time to exceed 11 hours in any workday or 40 hours in the relevant workweek. The company's workweek begins Monday at 7:00 am and ends Friday at 6:00 pm.
4. If an employee takes the requested time off but is unable to work the scheduled make-up time, the missed work time will generally be unpaid.
5. If an employee works the scheduled make-up time before taking the requested time off, the employee will generally be required to take the time off, even if he or she no longer needs the time off.
6. Time that is made up under this policy will be compensated at the employee's regular, straight-time rate of pay. Apart from the approved and scheduled make-up time under this policy, the regular rules for paying overtime wages will apply.

For more information regarding this policy, please contact [human resources].

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## Personal Electronic Devices

Although the Company permits employees to bring personal electronic devices, including cellular phones, smartphones and personal digital assistants, into the workplace, employees are expected to remember that working time is for work.

Therefore, employees should only engage in personal phone calls and other use of electronic devices during nonworking time, including meal and rest breaks. Outside of this time, personal phone calls and communications should be kept to a minimum and for emergencies only.

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## Personal Calls

While employees are at work, they are expected to perform their job duties and responsibilities. Personal calls should be made primarily outside of working time.

The Company may monitor the frequency and duration of an employee's usage of its telephones. In the event it is necessary to make a personal long-distance call, employees may be asked to reimburse **Golden Charter Academy** for the cost, when applicable. Abuse of the Company's



telephones and/or long distance service may result in discipline, up to and including termination of employment.

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## **Nepotism Policy**

GCA permits the employment of qualified relatives of employees, of the employee's household or immediate family as long as such employment does not, in the opinion of GCA, create actual conflicts of interest. For purposes of this policy, "qualified relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law, "step" relation, or any member of the employee's household. GCA will use sound judgment in the placement of related employees in accordance with the following guidelines:

Individuals who are related by blood, marriage, or reside in the same household are permitted to work in the same department, provided no direct reporting or supervisor-to-subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one relative's work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.

Related employees may have no influence over the wages, hours, benefits, career progress and other terms and conditions of the other related staff members.

Employees who marry while employed or become part of the same household are treated in accordance with these guidelines. If in the opinion of GCA a conflict arises as a result of the relationship, one of the employees may be transferred at the earliest practicable time.

GCA's Board of Directors must approve any exceptions to this policy.

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## **School-Sponsored Clubs and Activities**

The Administration and Board believe that the goals and objectives of GCA are best achieved by a diversity of learning experiences that take place both in and outside of the classroom. To achieve this goal, the Board encourages students and staff to form clubs and extracurricular activities that will enhance their educational experience.

The following criteria should be used to differentiate between a school sponsored club or activity from that of a non-school sponsored student club or activity.

School sponsored clubs and activities meet the following criteria:

- Application for club or activity has been submitted to and approved by Administration in accordance with adopted written policy.

- Activities are conducted on or off school premises under the supervision and guidance of a staff member.
- Activities adhere to school/student conduct rules and applicable State/Federal laws.
- Participants are limited to enrolled students, approved parent volunteers, and staff only.
- All participants must have signed voluntary activity-specific waivers and emergency medical release forms on file.
- Any vendors involved carry recommended coverage types and limits, provide additional insured endorsement in favor of school/CMO, its directors, officers, employees, agents, volunteers, and authorizer; and sign an indemnity/hold harmless agreement in favor of GCA, its directors, officers, employees, agents, volunteers, and authorizer.

Non-school sponsored student clubs or activities are those whose activities fail to meet any of the criteria listed above. Guidelines for non-school-sponsored activities are as follows:

- School resources such as copiers, paper, supplies, etc. may not be used to advertise, promote, or organize non-sponsored activities.
- Classroom or educational time may not be used to advertise, promote, or organize non sponsored events.
- Materials must refrain from using the school logo or branding and include a disclaimer on each flyer, document, or electronic document stating: *"This [trip, event, activity, etc.] is not sponsored or supervised by GCA and school assumes no liability for injuries or damages resulting from such non-sponsored activity."*

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## Conditions of Employment

### Credential Requirements

Credentialed employees must provide copies of a current credential, transcripts, and test scores upon being hired and each school year if there are any changes prior to your first day of actual work. Failure to provide these documents may delay a credentialed employee's ability to begin work.

Credentialed staff is also responsible for keeping required certificates, credentials, and registrations current and in good standing, for paying the costs associated with renewals, and for providing GCA with verification of renewals. Failure to provide these updated documents may result in suspension without pay until such time as the necessary documentation has been provided.

If an employee allows a credential, certificate, registration, or required course deadline to expire, or if an employee fails recertification, training, or testing, GCA is required to remove the employee from the work schedule until requirements are met or the credential is renewed.

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### Tuberculosis Risk Assessment

California law requires that school staff working with children and volunteers having frequent or prolonged contact with students be free of infectious tuberculosis (TB). These updated laws reflect current federal Centers for Disease Control and Prevention (CDC) recommendations for targeted TB testing. Enacted laws, AB 1667, effective on January 1, 2015, SB 792 on September 1, 2016, and SB 1038 on January 1, 2017, require a TB risk assessment be administered and if risk factors are identified, a TB test and examination be performed by a health care provider to determine that the person is free of infectious tuberculosis. The use of the California School Employee TB Risk Assessment and the Certificate of Completion, developed by the California Department of Public Health (CDPH) and California TB Controllers Association (CTCA) are also required.

These requirements apply to: (1) Persons employed by a K-12 school district, or employed under contract, in a certificated or classified position (California Education Code, Section 49406); (2) Persons employed, or employed under contract, by a private or parochial elementary or secondary school, or any nursery school (California Health and Safety Code, Sections 121525 and 121555); (3) Persons providing for the transportation of pupils under authorized contract in public, charter, private or parochial elementary or secondary schools (California Education Code, Section 49406 and California Health and Safety Code, Section 121525), and; (4) Persons volunteering with frequent or prolonged contact with pupils (California Education Code, Section 49406 and California Health and Safety Code, Section 121545).

Repeat risk assessments should occur every four years (unless otherwise required) to identify any additional risk factors, and TB testing based on the results of the TB risk assessment. Retesting should only be done in persons who previously tested negative and have new risk factors since the last assessment.

Any examination required for applicants for employment is a condition of initial employment. Therefore, the expense incident thereto shall be borne by the applicant. The cost of any examination required of existing employees shall be a reimbursable expense. Employees should follow GCA's reimbursement procedures. Employees requiring assistance with respect to locating a health care professional that can provide the test for tuberculosis can contact the Executive Director and/or designee for a listing of low cost or no cost providers.

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## **Criminal Background Check**

Golden Charter Academy recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable, nonviolent, and do not present a risk of harm to students, coworkers or others. GCA will perform applicant background checks and employee investigations as required by Education Code section 47605 [b][f], which requires that "each employee of the school furnish the school with a criminal record summary".

All employees must have Live Scan fingerprint results on file with the Golden Charter Academy. Proof of Live Scan fingerprinting is a requirement of employment, and the results must be received by GCA **prior to** the first day of work. Live Scan fingerprinting is required of all job applicants, employees, and volunteers as required by California and federal law. Background

checks may also be required of employees whose job duties involve care of students, handling of money, valuables, or confidential information, or as otherwise deemed prudent by the school. These background checks are performed through a fingerprinting service coordinated by the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI). All information obtained by the GCA may be taken into consideration in evaluating one's suitability for employment, promotion, reassignment, or retention as an employee.

Should an employee suspect that he or she has been involved in activity that could subject him or her to criminal prosecution, he or she is encouraged to bring this to the attention of GCA's Executive Director and/or designee.

For additional information on background checks, please contact the Executive Director and/or designee.

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## **Child Abuse and Neglect Reporting Act**

In recognition of the important role that mandated reporters of child abuse play in the protection of children and the need for training to fulfill this role, California Penal Code Section 11166 under AB 1432(2014), the Golden Charter Academy policy is to comply with the state of California laws that requires all schools provide all employees, and other persons working on behalf of the school who are mandated reporters, with annual training on child abuse detection and reporting, as follows:

“Any child care custodian, health practitioner, or employee of a child protective agency who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse shall report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.”

It is extremely important that GCA employees comply with the requirements of the Child Abuse and Neglect Reporting Act (CANRA). No mandated reporter can be held civilly or criminally liable for any report required or authorized by CANRA. In addition, any other person who voluntarily reports a known or suspected incident of child abuse or neglect will not incur civil or criminal liability unless it is proven that the report was false, and the person knew the report was false or made the report with reckless disregard of its truth or falsity.

The Executive Director is available to answer any questions employees may have about their responsibilities under CANRA, or to assist an employee in making a report under CANRA. If an employee reports the incident if it is based on incidents he or she observed or became aware of during the course and scope of his or her employment with the Golden Charter Academy.

The Child Abuse Mandated Reporting Training must be completed within the first six weeks of each school year or within the first six weeks of their start date.

## **First Aid and CPR Training**

All individuals working unsupervised with children or in a classroom setting (i.e., core teachers, advisors, coaches, non-core teachers, administrators) must receive, renew, and maintain basic first-aid and CPR certification.

In addition, all employees must receive training in Blood-Borne Pathogens within the first six weeks of school or within the first six weeks of their start date.

For additional information on the training required, please contact the Executive Director and/or designee.

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## **Smoking**

All school buildings and facilities are non-smoking facilities. This includes nicotine and non-nicotine cigarettes including (herbal cigarettes) as well as e-cigarettes, and vaping. Smoking is prohibited within 50 feet of the perimeter of school grounds.

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## **Pay Practices**

### **Performance Reviews**

Performance evaluations are generally scheduled once a year or upon a change in assignments; however, supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis.

During formal performance reviews, supervisors and employees discuss a variety of topics, including but not limited to, attendance, quality and quantity of work, teamwork skills, work attitude, etc. Employees and supervisors may also review job tasks, identify and correct weaknesses, encourage and recognize strengths and discuss positive, purposeful approaches for meeting goals.

A positive performance review does not guarantee a salary increase or a promotion. These decisions are made at the discretion of the Company and depend on a number of factors in addition to an employee's individual performance.

We reserve the right to make any personnel changes (including termination) before or after performance evaluations.

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## Payment of Wages

Employees will be paid **bi-monthly on the 15<sup>th</sup> and last day of each month**. If the regular payday falls on a company-recognized holiday, then employees will be paid on the workday before the regular payday. Employees who enjoy the benefit of electronic direct deposit will receive deposit advice on each payday.

## Paycheck Deductions

The Company is required by California and federal laws to make certain deductions from employees' paychecks each pay period. Such deductions typically include federal and state income taxes, Social Security or wage garnishments. Depending on the benefits employees choose, deductions expressly authorized in writing by the employee to cover insurance premiums or other benefit premiums may also occur.

The Company will not make any deduction from an employee's wages which is not either authorized by the employee in writing or permitted by California or federal law.

The amount of all deductions will be listed on an employee's pay stub.

The Company complies with California and federal law, and will not allow any form of retaliation against individuals who make good-faith reports of alleged violations of this policy, or who cooperate in an investigation by the Company, even if the reports do not reveal any errors or wrongdoing.

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## Work Schedules

The Company is normally open for business from **Monday through Friday, 7:30 a.m. to 4:30 p.m.** Your supervisor will assign your work schedule.

### *Certificated Instructional Employees*

The normal work hours for this category (credentialed teachers and specialists) is from 7:30am to 4:30pm. On occasion, there will be activities that require participation outside of regular business hours. The Principal will approve requests by instructional staff needing to be excused from professional work obligations.

### *Non-Instructional Employees*

The Executive Director will determine working hours for non-instructional employees.

All employees are expected to be at their desk or designated work area at the start of their scheduled shift, ready to perform their work.



Supervisors will schedule meal and rest breaks as appropriate. The Company complies with federal and California law in this regard. Employees should review the Company's Meal and Rest Break policy for further information.

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in total hours that may be scheduled each day and week.

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## Meal and Rest Breaks

The Company complies with federal and state legal requirements concerning meal and rest breaks. The Company recognizes that employees perform at their best when they have the rest and nourishment they need. This policy explains when the Company expects employees to take meal and rest breaks.

### Meal Breaks

The Company provides at least a 30-minute meal break to employees who work more than five hours and a second 30-minute meal break to employees who work more than 10 hours in a workday, unless they have elected to waive a meal break in accordance with the Company's policy and state law. Employees are relieved of their duties during meal breaks and are allowed to leave the premises.

The Company provides meal breaks according to the following schedule:

Number of Actual Hours Worked Per Shift	# Meal Breaks	Comments
0 to $\leq$ 5.0	0	An employee who does not work more than five hours in a workday is not provided with a meal break.
> 5.0 to $\leq$ 10.0	1	An employee who works more than five hours in a workday, but who does not work more than 10 hours in a workday, is provided with a 30-minute meal break that is available before the end of the fifth hour of work, subject to any meal period waiver in effect.

> 10.0	2	An employee who works more than 10 hours in a workday is provided with a second 30-minute meal break that is available before the end of the 10th hour of work, subject to any meal period waiver in effect. The meal period waiver will be invalidated if the employee works more than 12 hours.
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The Company does not pay nonexempt employees for meal breaks, so nonexempt employees must record the start and stop times of their meal breaks.

### Rest Breaks

Employees are authorized and permitted to take a 10-minute paid rest break for every four hours worked, or major fraction thereof (i.e., more than two hours). Employees are relieved of all of their duties during rest breaks and are allowed to leave the premises. The Company authorizes and permits rest breaks according to the following schedule:

Number of Actual Hours Worked Per Shift	# of 10-Minute Rest Breaks	Comments
0 to < 3.5	0	A nonexempt employee who works less than three and one-half hours in a workday is not entitled to a rest break.
$\geq 3.5$ to $\leq 6$	1	A nonexempt employee who works three and one-half hours or more in a workday, but who does not work more than six hours in a workday, is entitled to one 10-minute rest break.
> 6.0 to $\leq 10.0$	2	A nonexempt employee who works more than six hours in a workday, but who does not work more than 10 hours in a workday, is entitled to two 10-minute rest breaks.
> 10.0 to $\leq 14.0$	3	A nonexempt employee who works more than 10 hours in a workday, but who does not work more than 14 hours in a workday, is entitled to three 10-minute rest breaks.

Whenever practicable, rest breaks should be taken near the middle of each four-hour work period. Employees may not accumulate rest breaks or use rest breaks as a basis for starting work late, leaving work early or extending a meal break.

Because rest breaks are paid, nonexempt employees should not clock out for them.

Any nonexempt employee who is not provided with a timely, uninterrupted and at least 30-minute meal break, or who is not authorized and permitted to take a rest break according to this policy, is immediately entitled to a meal or rest break premium. Any supervisor who knows or should reasonably know that a meal break or rest break was not provided in accordance with this policy should arrange for a premium to be issued to the employee. Employees are responsible for reporting to their supervisor any meal break that was not provided or any rest break not authorized and permitted where the supervisor would have no reason to otherwise know of this fact. Any employee who feels that he or she is owed a premium as a result of this policy, but has not received the premium, should report the missing premium immediately to his or her manager.

## **Discipline**

Any employee, supervisor or manager who fails to observe meal and rest break policies will be subject to discipline, up to and including termination of employment. Violations of this policy should be reported to any manager or Human Resources. Every report will be fully investigated, and corrective action will be taken if appropriate.

In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.

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## **Timekeeping**

### **Nonexempt Employees**

Employees who are classified as nonexempt must accurately record the time they work each day, including arrival, departure and meal break times.

When employees receive their paychecks, they should verify immediately that their working time was recorded accurately and that they were paid correctly for all hours worked.

Nonexempt employees must report *all* time worked and must *not* work any time that is not authorized by their supervisors. This means nonexempt employees must not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless directed to do so. Employees who have questions about when or how many hours they are expected to work should contact their supervisor.

It is a violation of the Company's policy for anyone to instruct or encourage another employee to work "off the clock," to incorrectly report hours worked or to alter another employee's time records. If any employee is directed or encouraged to incorrectly report hours worked or to alter another employee's time records, the employee should report the incident immediately to a supervisor.

## **Exempt Employees**

Employees who are classified as exempt must record absences from work for reasons such as leaves of absence, sick leave or vacation.

Exempt employees are paid on a salary basis. This means the employee regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the employee's work. In general, an exempt employee will receive their salary for any week in which the employee performs any work, regardless of the number of days or hours worked. However, an exempt employee will not be paid for days not worked in the following circumstances:

- When an exempt employee takes one or more full days off for personal reasons other than sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available vacation to make up for the reduction in salary;
- When an exempt employee takes one or more full days off from work due to sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available sick time to make up for the reduction in salary;
- When an exempt employee works only part of the week during their first and last week with the Company, the employee will be paid only for the days actually worked;
- When an exempt employee takes unpaid leave under the Family and Medical Leave Act or corresponding laws, the Company will not pay for such days/hours of absence; and
- When an exempt employee receives an unpaid disciplinary suspension of one or more full days, imposed in good faith for a workplace conduct rule infraction, the Company will not pay for such days of suspension.

The Company may require an exempt employee to use available vacation, as a replacement for salary, when the employee takes less than a full day off from work.

An exempt employee's salary will not be reduced when the employee works part of a week and misses part of a week due to service as a juror, as a witness or in the military or for lack of work, though deductions may be made to offset amounts an employee receives as jury or witness fees, or for military pay.

It is Company policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA) and applicable state law. The Company prohibits any deductions from pay that violate the FLSA or applicable state law.

If an exempt employee believes that an improper deduction has been made to their salary, the employee should immediately report this information to their supervisor. Reports of improper

deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

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## **Overtime**

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime. Nonexempt employees will be paid one and one-half times their regular rate of pay for all hours worked in excess of 40 hours in any workweek, for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday and for the first eight hours worked on the seventh consecutive day of work in a workweek. Additionally, employees will be paid double their regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek. Paid time off such as sick pay, holiday pay and vacation pay will not count toward hours worked for the purpose of determining overtime pay.

All overtime work must be authorized in advance by the employee's supervisor. Working overtime without prior authorization may result in disciplinary action.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

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## **Business Travel and Reimbursement**

The Company will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance. Once approved, employees should make travel arrangements and seek reimbursement in accordance with the guidelines in this policy.

When approved, the actual cost of travel, meals, lodging and other expenses directly related to accomplishing business travel objectives will be reimbursed by the Company. Employees are expected to limit expenses to reasonable amounts. Reimbursement of non-standard expenses (including the purchase of alcoholic beverages) incurred on business trips is within the sole discretion of the Company.

Employees should ask their supervisor or Human Resources for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses or any other business travel issues.

Exempt employees will be paid their regular salary for any weeks in which they travel. Nonexempt employees will be paid for travel time in accordance with Company policy and with federal and state wage and hour laws.

Abuse of this business travel expense policy, including falsifying expense reports to reflect costs not incurred by the employee, may result in disciplinary action, up to and including termination of employment.

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## Employee Benefits

### Benefits Overview

Benefit plans offered by **Golden Charter Academy** are defined in legal documents such as insurance contracts and summary plan descriptions. If employees are offered benefits, and if a question arises about the nature and extent of plan benefits or if there is a conflict in language, the formal language of the plan documents govern, not the informal wording of this Employee Handbook. Plan documents, if applicable, are available for employees' inspection. The Company and its designated benefit plan administrators reserve the right to determine eligibility, interpretation and administration of issues related to benefits offered by the Company.

Full-time employees become eligible for medical, dental, and vision coverage on the first of the month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee elects coverage that exceeds the monthly maximum, the premium overage amount will be deducted from the employee's semi-monthly paycheck on a pre-tax basis.

When an employee separates from the school, any outstanding premium amounts will be deducted from the employee's final paycheck.

Employees are encouraged to read the plan descriptions provided by the various benefit carriers. The current plan descriptions are the official source for determining the policies, coverage, limitations, and procedures of each program. To request a copy of the plan description for a particular school-provided benefit, employees should contact the benefit carrier or the Executive Director and/or designee.

GCA reserves the right to change, cancel, or alter any portion of the employee benefit program without prior notification to its employees.

Employees should contact Human Resources for detailed benefits information.

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### Medical and Dental Insurance

The Company currently offers medical and dental insurance to eligible employees and their spouses, dependents and other qualifying family members in an equitable and cost-effective way and in compliance with applicable state and federal laws.



Employees have up to **45 days** from their date of employment to select their medical and dental plans. Once the selection is made it will remain fixed for the remainder of the plan year; however, employees will have an opportunity to make changes to their benefit selections during the Company's annual open enrollment period.

Employees who experience a qualifying life event such as marriage, divorce or the birth of a child will also be allowed to make a change in their benefit selection when that event occurs, in accordance with the terms of the plan document.

Both the Company and the employee contribute to the cost of medical and dental insurance. Employees should contact Human Resources with any questions.

## Retirement Benefits

### State Teachers Retirement System (STRS)-Certified Employees

GCA participates in The State Teachers Retirement System (STRS). All staff who hold certificated positions are required to participate in STRS. Participating employees will contribute the required percentage and GCA will contribute the employer's portion required by STRS. For more information about STRS please visit their website at [www.calstrs.com](http://www.calstrs.com) or contact the Executive Director and/or designee.

### Federal Insurance Contributions Act (FICA) – Classified Employees

All classified employees will participate in The Federal Insurance Contributions Act (FICA) in accordance with federal regulations. The Golden Charter Academy has established a 403(B) plan for its classified employees. Each employee would be able to contribute a dollar amount or a percentage of their salary into the plan which would reduce salary. The company would match up to 3% of their 403(B) contribution.

The contribution made by the company would be subject to a vesting schedule. An employee must work for GCA for 6 years to have a right to 100% of the company's contribution.	1 year	0%
	2 years	20%
	3 years	40%
	4 years	60%
	5 years	80%
	6 years	100%

## Same-Sex Marriages and Domestic Partnerships

The Company complies with all applicable federal and state laws regarding the provision of benefits to same-sex spouses and domestic partners. In California, marriage is considered a personal relationship arising out of a contract between two persons, which includes same-sex spouses. Registered domestic partners have the same rights as spouses. Employees should contact

Human Resources if they have any questions regarding benefits eligibility for themselves, their spouses or domestic partners.

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## **Safety and Security**

### **Company's Right to Search**

The Company wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives or other improper materials. To this end, the Company prohibits the control, possession, transfer, sale or use of such materials on its premises to the extent permitted by applicable law. We require the cooperation of all employees in administering this policy.

Desks, lockers and other storage devices are provided for the convenience of employees but remain the sole property of the Company. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Company at any time, either with or without prior notice.

In addition, to ensure the safety and security of employees and customers, and to protect our legitimate business interests, we reserve the right to question and inspect or search any employee or other individual entering or leaving company premises or job sites. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, shopping bags, etc.

These items are subject to inspection and search at any time, with or without prior notice. We also may require employees to agree to reasonable inspection of their personal property and/or person while on the job or on the Company's premises. The individual may be requested to self-inspect his or her personal property or person by displaying the contents of any packages and/or turning out his or her pockets, etc., in the presence of a representative of the Company, typically a management employee of the same gender. The Company will not tolerate any employee's refusal to submit to a search.

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### **Visitors**

An employee's children, family or friends are not allowed on campus during an employee's shift. Violation of this policy may result in disciplinary action up to and including termination of employment.

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### **Electronic Resources**

This policy describes the Company's general guidelines for using its electronic resources, including electronic mail (email), voicemail, internet access and computer systems.

Employees should use the Company's electronic resources with the understanding that these resources are provided for the benefit of the Company's business. Employees may use company electronic resources for personal use, during nonwork times, as long as such use complies with company rules and applicable law. Employees should never use the Company's electronic resources for personal use in a manner that interferes with their work duties or any responsibilities to customers.

Sending, saving, accessing, or viewing obscene or similarly offensive material on the Company's electronic resources is prohibited. Messages stored and/or transmitted by the Company's electronic resources, including the computer, voicemail, email, or the telephone system, must not contain content that may reasonably be considered to be obscene or other patently offensive material. Prohibited material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would discriminate against or harass someone on the basis of his or her race, color, sex, age, national origin or ancestry, disability, or any other category protected by federal, state or local law. Likewise, any use of the internet, email, or any other electronic resource to engage in harassment or discrimination prohibited by company policies is unlawful and strictly prohibited. Violators may be subject to discipline, up to and including termination of employment.

Unless otherwise noted, all software on the internet should be considered copyrighted work. Therefore, employees are prohibited from downloading software and/or modifying any such files without permission from the copyright holder.

### **No Solicitation**

The Company's electronic resources must not be used for solicitation purposes during working time. The Company's no solicitation rule applies to the use of electronic resources.

### **Software Code of Ethics**

Employees may not duplicate any licenses, software or related documentation for use either on the Company's premises or elsewhere unless the Company is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject users and/or the Company to both civil and criminal penalties under the United States Copyright Act. Employees may not give software to any outsiders including contractors, customers or others. Employees may use software on local area networks or on multiple machines only in accordance with applicable license agreements. Employees may not download software from the internet and install it on their computers.

The Company reserves the right to audit any company computer to determine what software is installed on the local drive(s).

### **Employee Responsibility**

Each employee is responsible for the content of all text, audio or images that they place or send using the Company's electronic resources. The same standards should be utilized for the creation of email messages in connection with an employee's work as would be utilized for other company correspondence or memoranda.

### **Computer and Systems Security**

All computers and the data stored on them are, and remain at all times, the property of **Golden Charter Academy**. As such, all messages created, sent or retrieved over the internet or the Company's electronic mail systems are the property of the Company, and should be considered company information. The Company reserves the right to retrieve and read any message composed, sent or received using the Company's electronic resources, including all computer equipment and the electronic mail system, for any business reason, including but not limited to, ensuring compliance with this and all company policies.

Employees should be aware that even when a message is deleted or erased, it is still possible to recreate the message; therefore, ultimate privacy of a message cannot be ensured to anyone. Accordingly, internet and email messages are not private. Furthermore, all communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Employees should also be aware that duplicates of email transmitted through a personal, web-based email account using company equipment could be stored on that equipment; likewise, information regarding internet sites that an employee has accessed may also be stored.

### **Email Content Screening**

The Company maintains the right to screen all inbound and outbound email content. Email messages or attachments that contain obscene or similarly offensive material may be quarantined and held from transmission or receipt until the sender or recipient can verify the message or attached document is work related.

The Company may, in its discretion, review communications to and from a personal account, subject to state laws regarding attorney-client communications.

If an employee wants to communicate with an attorney or send an otherwise confidential piece of communication that he or she does not want the Company to monitor, the employee should consider using a personal email address and personal computer equipment. If an employee does use company equipment, he or she consents to any monitoring by the Company and should understand that he or she has no right to privacy with respect to such communications, to the extent permissible under applicable law.

## Workplace Violence

The safety and security of employees is of vital importance to **Golden Charter Academy**. Therefore, the Company has adopted a zero-tolerance policy concerning workplace violence. Threats or acts of violence - including intimidation, bullying, physical or mental abuse and/or coercion - that involve or affect company employees or that occur on the Company's premises will not be tolerated.

The prohibition against threats and acts of violence applies to all persons involved in the operation of the Company, including, but not limited to, company employees and other personnel, contract and temporary workers, consultants, contractors, customers, vendors, visitors and anyone else on the Company's premises.

Violations of this policy by an employee will result in disciplinary action, up to and including termination from employment.

It is our goal to have a workplace free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur.

Workplace violence is any intentional conduct that is sufficiently severe, abusive or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or several employees.

Examples of workplace violence include, but are not limited to:

- Threats or acts of violence occurring on Company premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off Company premises involving someone who is acting in the capacity of a representative of the Company;
- Threats or acts of violence occurring off Company premises involving an employee if the threats or acts affect the business interests of the Company;
- All threats or acts of violence occurring off Company premises, of which an employee is a victim, if we determine that the incident may lead to an incident of violence on company premises; and
- Threats or acts of violence resulting in the conviction of an employee or agent of the Company, or an individual performing services for the Company on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence when the act or conviction adversely affects the legitimate business interests of the Company.

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:

- Threatening physical contact directed toward another individual;
- Threatening an individual or his or her family, friends, associates or property with harm;

- The intentional destruction or threat of destruction of **Golden Charter Academy** property or another individual's property;
- Menacing or threatening phone calls;
- Stalking;
- Veiled threats of physical harm or similar intimidation; and/or
- Communicating an endorsement of the inappropriate use of firearms or weapons.

Workplace violence does not refer to occasional comments of a socially acceptable nature. Such comments may include references to legitimate sporting activities, popular entertainment or current events. Rather, workplace violence refers to behavior that is personally threatening or intimidating.

Employees should help maintain a violence-free workplace. To that end, employees are encouraged to immediately report any incident that may be threatening to the employee or his or her co-worker to a supervisor or manager **[or insert name/contact details for appropriate company representative or department]**.

**No provision of this policy statement or any other provision in this policy alters the at-will nature of employment with Golden Charter Academy. We will make the sole determination of whether and to what extent threats or acts of violence will be acted upon by the Company. In making this determination we may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred.**

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## **Weapons in the Workplace**

The Company strictly prohibits employees or any other person providing services to the Company or located on the Company's premises from possessing weapons of any kind at the workplace. The workplace includes any property owned or leased by the Company or occupied by groups of company employees or persons providing services to the Company. Unless this prohibition is contrary to California or local law, the workplace specifically includes company parking areas and company vehicles. This policy prohibits the possession of concealed weapons as well as weapons carried openly.

This prohibition specifically includes guns, rifles and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to, knives, ammunition, bombs, bows and arrows, clubs, slingshots, blackjacks, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force.



## **Workplace Bullying**

The Company does not tolerate bullying behavior. Individuals who engage in workplace bullying may be disciplined, up to and including termination of employment.

Workplace bullying is the use of force, threats or coercion to abuse, intimidate, or humiliate another employee. Workplace bullying includes, but certainly is not limited to, the following:

- Verbal abuse, such as the use of patently offensive, demeaning and harmful derogatory remarks, insults and epithets;
- Verbal or physical conduct that is threatening, intimidating or obscene;
- Pushing, shoving, kicking, poking, tripping, assaulting, or threatening physical assault, or intentionally damaging a person's work area or property; or
- Sabotage, or deliberately subverting, obstructing or disrupting another person's work performance.

Cyberbullying refers to bullying, as defined above, that occurs through the use of a computer, cell phone, smartphone, tablet, pager or other device that transmits electronic information, regardless of whether the device is owned by or located at the Company or connected to the Company network. Cyberbullying is also prohibited.

This policy in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to speak with others, engage in workplace debates and protest about their terms and conditions of employment.

## **Reporting and Response**

Employees who are subject to or witness workplace bullying are encouraged to notify Human Resources immediately. The Company will promptly investigate the complaint. The Company will maintain confidentiality to the extent possible, consistent with its commitment to investigating the complaint promptly and thoroughly.

If the complaint is verified, the Company will take appropriate remedial and disciplinary action, which may include, but is not limited to, verbal or written warnings, suspension, termination of employment, counseling and other actions. The Company will also report to law enforcement, if appropriate. The complaining party will be advised of the results of the investigation.

## **Anti-Retaliation**

The Company strictly prohibits retaliation against an employee for making a good-faith claim of bullying or for participating truthfully in an investigation of bullying.

## Work-Related Injuries or Illnesses

An employee who sustains a work-related injury or illness should inform his or her supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

Employees who sustain work-related injuries may receive workers' compensation benefits outlined in the Company's Workers' Compensation Insurance policy. Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Company's leaves of absence or reasonable accommodation policies. Employees should contact Human Resources for additional information.

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## Health and Safety

The health and safety of employees and others on Company property are of critical concern to **Golden Charter Academy**. We strive to attain the highest possible level of safety in all activities and operations. The Company also intends to comply with all health and safety laws applicable to our business.

To this end, the Company must rely upon our employees to ensure that work areas are kept safe and free of hazardous conditions. Employees should be conscientious about workplace safety including proper operating methods and known dangerous conditions or hazards. Employees should report any unsafe conditions or potential hazards to a supervisor immediately, even if they believe they have corrected the problem. If an employee suspects a concealed danger is present on Company premises or in a product, facility, piece of equipment, process or business practice for which the Company is responsible, the employee must immediately bring it to the attention of his or her supervisor. Supervisors should immediately arrange for the correction of any unsafe condition or concealed danger and should contact the Executive Director regarding the problem.

The Company has developed a written **Injury and Illness Prevention Program** as required by law. Employees may receive a copy of this program by contacting the Executive Director. It is employees' responsibility to read, understand and observe the Injury and Illness Prevention Program provisions applicable to their job.

Any workplace injury, accident or illness must be reported to an employee's supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in medical care, after which the details of the injury or accident must be reported. First aid remedies for minor headaches and minor injuries will be kept in the Human Resources department.

## **Drug-Free Workplace**

The Company strives to provide a safe environment for employees and others and to minimize the risk of accidents and injuries. Accordingly, each employee has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of illegal drugs, abused prescription drugs or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic consequences. Moreover, studies have shown that impairment by controlled substances may last long after the user believes the effects have worn off. For these reasons, the Company has adopted a policy that all employees must report to work and, while at work, remain completely free of illegal drugs, abused or non-prescribed prescription drugs and alcohol.

### **Drug Use/Distribution/Possession/Impairment**

The Company strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion. "Illegal drugs" means all drugs whose use or possession is regulated or prohibited by federal, state or local law. These include prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription. Marijuana remains illegal as a matter of federal law and therefore its use or possession violates this policy. The Company will endeavor to accommodate individuals with disabilities but will not accommodate the use of medical marijuana at work or excuse policy violations related to medical marijuana.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work.

Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained.

### **Alcohol Use/Distribution/Possession/Impairment**

All employees are prohibited from distributing, dispensing, possessing or using any beverage or medicine containing alcohol while at work or on duty and from coming onto Company premises, reporting to work or working with alcohol in their systems. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's job performance.

### **Prescription and Over-the-Counter Drugs**

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to a supervisor or Human Resources. Employees are not required to reveal the name of the medication or the underlying medical condition.

The Company reserves the right to transfer, reassign, place on leave of absence or take other appropriate action regarding any employee during the time the employee uses medication that may affect his or her ability to perform safely. The Company will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

Marijuana remains illegal as a matter of federal law and therefore its use or possession violates this policy. The Company will endeavor to accommodate individuals with disabilities but will not accommodate the use of medical marijuana at work or excuse policy violations related to medical marijuana.

### **Counseling and Rehabilitation**

Employees who voluntarily seek help for substance abuse (self-referral) by contacting the Company will be provided an opportunity to pursue counseling and rehabilitation. The Company will make available to these employees information about counseling and rehabilitation services. An employee who is receiving counseling and/or treatment for substance abuse may use available vacation time, sick leave or, if eligible, family and medical leave. Health insurance often covers the costs of such services, but costs not covered must be paid by the employee. The employee may not return to work until released by a treatment provider to do so and he or she receives a negative result on a return-to-work drug and/or alcohol test (as appropriate for that individual). In addition, the employee may be asked to submit to follow-up testing for a period following the return to work.

An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the employee is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this policy.

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## **Use of Company Equipment and Resources**

### **Company Equipment**

When using Company vehicles or other property, employees are expected to exercise care; maintain the property in safe working order; and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisors if any equipment, machines, tools or vehicles appear to be damaged, defective or in need of repair. Prompt reporting of damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Employees who have questions about their responsibility for maintenance and care of equipment or vehicles used on the job should consult their supervisor.

All employees are expected to comply with all local, state and federal laws while operating Company vehicles and other equipment. The Company may discipline employees who engage in unlawful conduct.

## Company Resources

The Company has significantly invested in telephone lines, fax machines, photocopiers and other types of business equipment, internet access and software that are vital to keeping our operations flowing smoothly and effectively. The Company's resources are limited and should be used for business transactions only and not for personal use, except as provided in the Electronic Resources policy in this Employee Handbook.

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## Time Off and Leaves of Absence

### Time Off and Leaves of Absence

The Company recognizes that employees benefit from time away from work for a variety of reasons - all of which contribute towards a positive work-life balance for our employees. Therefore, the Company provides time off - both paid and unpaid - to eligible employees.

The Company will make every effort to communicate with employees during any leave of absence. The employee will also be required to maintain communication and update the Company on any change in status and the estimated date of return.

### Unpaid Leaves & Use of Accrued Vacation

Leaves of absences provided by the Company are unpaid unless otherwise noted. Except for pregnancy disability and military leave, employees are required to use any accrued, unused vacation before taking any unpaid leave.

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## Holidays

Full-time, non-instructional employees are eligible for holiday pay. Part-time employees and temporary employees are not eligible for paid holidays. GCA observes the following holidays:

New Year's Day	Martin Luther King Jr.'s Birthday	Lincoln's Birthday
President's Day	Friday before Easter Sunday	Memorial Day
Labor Day	Veteran's Day	Thanksgiving Day
Friday After Thanksgiving	Christmas Eve	Christmas Day
New Year's Eve		

If a holiday falls on a Saturday, it will be observed on the previous Friday. If a holiday falls on a

Sunday, it will be observed on the following Monday.

Please refer to the instructional calendar and Administrative Staff/Office Closure Schedule each year for any additional holidays or office closures.

- Full-time exempt administrative staff required to work for any reason on non-instructional days during Thanksgiving, Winter, or Spring Break, not including National Holidays, will not receive additional compensation.
- Full-time, non-exempt administrative staff are not compensated during office closures except for the Holidays listed above.
- Facilities Staff are expected to work during non-instructional days during Thanksgiving, Winter or Spring Break, except for the Holidays listed above that fall within those time periods.

GCA reserves the right to schedule unpaid school shutdowns throughout the year. Employees will be notified in advance of any scheduled school shutdowns.

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## Vacation

Vacation time off with pay is available to full-time, non-instructional employees.

Employees with a date of hire between the 1<sup>st</sup> and the 15<sup>th</sup> of the month will begin accruing vacation on the first day of that month. Employees with a date of hire between the 16<sup>th</sup> and the last day of the month will employee's status changes and he/she becomes a full-time non-instructional employee, accruals will begin on the first of the month following the date of the change. Full-time, non-instructional employees who work less than 40 hours per week will accrue vacation leave on a pro-rated basis.

The amount of paid vacation time employees receives each year increases with the length of your employment as shown in the following schedule.

Years of Service	Yearly Equivalent	Maximum Balance
0-5	80 hours	120 hours
6-9	104 hours	156 hours
10+	120 hours	180 hours

The length of eligible service is calculated on the basis of a "benefit year". This is the 12-month period that initiates at the time an employee begins to accrue vacation. Your benefit year may be extended for any significant leave of absence.

In special circumstances, and with the approval of an employee's supervisor and the Executive Director, full-time, non-instructional employees may use accrued vacation leave when sick leave



accruals have been depleted.

Employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. However, in the event that accrued vacation is not used by the end of the benefit year, employees will carry unused time forward to the next benefit year. If the total amount of unused vacation time reaches a “cap” equal to one and a half times an employee’s annual vacation accrual amount, further vacation accrual will stop. Once an employee uses paid vacation time and brings the available amount below the cap, vacation accrual will begin again.

### **Vacation Requests**

Requests to use vacation days by these employees must be submitted in writing at least 2 weeks in advance to their immediate supervisor and/or Executive Director. These employees will not be approved for more than 10 days of vacation in a single academic year unless they fall on days that are not considered workdays for teachers.

Upon termination of employment the eligible employees listed above will be paid for all accrued, but unused vacation time at their current rate of pay. They are not entitled to pay in lieu of taking vacation except upon termination of employment.

### **Personal Leave**

Employees continuously employed by GCA for at least one year may request a personal leave of absence for a period of up to 30 days. For all foreseeable personal leaves of absence of three or more calendar days, the employee must complete and submit a request for leave of absence to the Executive Director at least 30 days before the beginning of the leave. Leave of absence application forms can be found in the teacher’s workroom. When the need for leave is not foreseeable, the employee must provide notice as soon as practicable, but usually within one business day after learning of the need for leave. Requests will be considered on the basis of expected impact on the school. If the leave is approved, there is no guarantee that the employee will return to the same position if the leave would create a hardship for GCA. However, reasonable efforts will be made to return the employee to the first available position that is similar in status, pay, and type of work performed.

### **Paid Sick and Safe Time (Accrual Method)**

The Company provides paid sick and safe time to eligible employees in compliance with California’s Healthy Workplaces, Healthy Families Act (HWHFA).

#### **Eligibility**

Employees (including full-time, part-time and temporary employees) become eligible for paid sick and safe time once they have worked in California for the Company for 30 days within a year from the start of employment.

Employees may begin to use their accrued time beginning on their 90th day of employment. Employees who have been employed by the Company for at least 90 days prior to becoming eligible to accrue paid sick and safe time may use such leave immediately upon accrual.

### **Annual Accrual of Paid Sick and Safe Time**

Eligible employees began to accrue paid sick and safe time on July 1, 2015, or upon the first day of employment, whichever is later.

#### **Full-Time, Non-Instructional Employees**

Full-time, non-instructional employees will accrue sick leave benefits at the rate of 10 days per year or 0.42 days/3.33 hours per semi-monthly pay period. Full-time, non-instructional employees who work less than 40 hours per week will accrue sick leave on a pro-rated basis.

Unused sick leave can be rolled over into the next year and can be accrued up to a maximum of 9 sick days, or 72 hours. Balances grandfathered in will remain in effect, no more than 10 days of sick leave are to be used in a given school year, except in case of illness or by prior approval of the Executive Director. Accrued sick leave is not a vested benefit and will not be paid out at time of separation.

#### **Full-Time, Instructional Employees**

Full-time, instructional employees will accrue sick leave benefits at the rate of 8 days per school year or 0.36 days/2.91 hours per semi-monthly pay period. Full-time, instructional employees who work less than 40 hours per week, will accrue sick leave on a pro-rated basis.

Effective with the 2013-2014 school year, register carrying teachers who do not use their full allotment for the current year will receive payment for 50% of their unused sick leave at the rate of \$100 per day (8 hours) in their June paycheck. Payment will be based on the current year's accrual only. Unused sick leave can be rolled over into the next year and can be accrued up to a maximum of 9 sick days or 72 hours. Balances grandfathered will remain in effect, however, no more than 7 days of sick leave are to be used in a given school year, except in case of a serious long-term illness. Accrued sick leave is not a vested benefit and will not be paid out at time of separation.

#### **Part-Time and Temporary Employees**

Effective July 1<sup>st</sup>, 2015, all part-time and temporary employees are eligible for the greater of 6 days or 48 hours of paid sick leave at the beginning of each school year and for late hires, a prorated amount of paid sick leave will be issued. Sick leave may be used in increments of 2 hours and in accordance with regularly scheduled work hours. Unused sick leave can be rolled over into the next year and can be accrued up to a maximum of 9 sick days, or 72 hours.

Accrued sick leave for part-time and temporary employees, as well as substitute teachers is not a vested benefit and will not be paid out at time of separation.

An employee's use of paid sick and safe time is limited to 24 hours or the equivalent of three workdays (based on the employee's work schedule), whichever is greater, per year of employment.

Employees will not accrue paid sick and safe time during unpaid leaves of absence.

Employees are not required to find an employee to cover their work when they take paid sick and safe time.

### **Reasons Sick and Safe Time May be Used**

Employees may use paid sick and safe time for themselves and their family members:

- For diagnosis, care or treatment of an existing medical condition; and
- For preventive care.

Employees may also use paid sick and safe time if the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to:

- Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim or his or her child;
- Seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
- Obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
- Obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
- Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

For purposes of this policy, "family members" include a:

- Spouse;
- Biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands *in loco parentis*;
- Biological, adoptive or foster parent, stepparent, a legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood *in loco parentis* when the employee was a minor child;
- Sibling;
- Grandparent or grandchild; and
- Registered domestic partner (as defined by state or local law), as well as the child or parent of a registered domestic partner.

The definition of "child" applies irrespective of a child's age or dependency status.

### **Requesting Paid Sick and Safe Time**

When the need for paid sick and safe time use is foreseeable, employees must provide reasonable advance oral or written notice to their supervisor for any absence from work. If the need for paid sick and safe time is unforeseeable, employees must provide notice to their supervisor of the need

to use the time as soon as practicable. In all circumstances, employees must specify that the requested time off is for sick or safe time reasons (as opposed to, for example, vacation time), so that the absence may be designated accordingly. Failure to obtain approval as soon as possible after determining the need to take such time may result in discipline.

### **Separation From Employment**

Compensation for accrued and unused sick and safe time is not provided upon separation from employment for any reason. If an employee is rehired by the Company within 12 months of separation from employment, previously accrued but unused sick and safe time will immediately be reinstated (up to the maximum of 48 hours or the equivalent of six days per the employee's previous work schedule). Rehired employees will be allowed immediate use of this time and to accrue additional paid sick days upon rehiring, consistent with the use and accrual limitations of this policy.

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### **Pregnancy Disability Leave**

Employees who are disabled due to pregnancy, childbirth, or related medical conditions, may be entitled to take unpaid leave for a pregnancy-related disability in accordance with California law. The Company requires medical certification for employees requiring pregnancy disability leave. This leave is unpaid but, employees may choose to use any accrued vacation time.

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### **Family Medical Leave under California Family Rights Act**

The Company provides family and medical leave in accordance with state law. To be eligible for family and medical leave benefits, you must: (1) have worked for us for a total of at least 12 months and (2) have worked at least 1,250 hours over the previous 12 months.

Eligible employees may receive up to a total of 12 workweeks of unpaid leave during a 12-month period. A 12-month period begins on the date of your first use of family and medical leave. Leave may be used for any of the following reasons:

- The birth or placement of a child for adoption or foster care.
- To care for an immediate family member, defined as a spouse, registered domestic partner, child, child of a registered domestic partner, grandchild, sibling, parent, parent-in-law or grandparent with a serious health condition.
- You are unable to work because of your own serious health condition.
- For any qualifying exigency because the employee is the spouse, son, daughter, or parent of an individual on active military duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

A leave taken due to a “qualifying exigency” related to military service must be supported by written proof of its necessity.

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### **School or Child Care Activities Leave**

In accordance with state law, the Company will allow an employee to take up to 40 hours of time off in a 12-month period to participate in school activities for the employee’s child, as is defined by state law.

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### **School Discipline Leave**

Employees who are the parent, grandparent or guardian of a pupil are permitted to appear at the school when the school has given notice. Employees will not be compensated for the time. Employees are required to give reasonable notice to their immediate supervisor.

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### **Bereavement Leave**

Up to three (3) days of paid bereavement leave may be approved for full-time employees to grieve the loss of an immediate family member (grandparent, parent, sibling, spouse, or child). Such leave will not be automatic but rather will depend upon the circumstances of each individual situation. This time may also be allowed for the handling of death-related personal affairs.

Full-time employees may also be granted one full day of paid bereavement leave to attend the funeral of a relation not in the immediate family.

With prior approval from the Executive Director, bereavement time off may also be extended under special circumstances. In addition, accrued and unused sick leave may be used to extend a bereavement leave.

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### **Bone Marrow Donor Leave**

Eligible employees who undergo a medically necessary procedure to donate bone marrow to another person will be provided with five workdays off in any one-year period, without a loss in pay. For purposes of this policy, a "one-year period" is 12 consecutive months from the date the employee begins his or her leave. Employees may take leave in one or more periods, as long as the leave does not exceed five days in any one-year period.

Employees are eligible for leave if they have worked for the Company for at least 90 continuous days prior to the start of their leave.

Employees who seek leave under this policy must provide verification from a physician detailing the purpose and length of leave, including the medical necessity for the donation.

Employees may use available accrued sick or vacation concurrently with this time off. Any remaining days of leave will be paid by the Company, up to five workdays. Use of this leave will not be counted against any available leave under the California Family Rights Act (CFRA), if applicable. Leave under this policy is also not considered a break in service for purposes of, salary adjustments, sick leave, vacation, annual leave or seniority.

While on bone marrow donor leave, the Company will maintain all group health insurance benefits as if the employee was still at work. In most circumstances, upon return from this leave, an employee will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he or she did not take a leave. For example, if an employee on bone marrow donor leave would have been laid off had he or she not taken a leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

The Company will not retaliate or tolerate retaliation against any employee for requesting or taking bone marrow donor leave in accordance with this policy.

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## **Organ Donor Leave**

You will be eligible for up to 30 business days paid leave in any one-year period for organ donation and up to five (5) days paid leave for bone marrow donation. To qualify, you may be required to provide the Company with written verification of your status as an organ or bone marrow donor and the medical necessity for the donation.

The Company may require you to use up to five (5) days of accrued vacation time for Bone Marrow Donation Leave and up to two (2) weeks of such time for Organ Donation Leave. If an employee does not have enough earned vacation to cover the leave, the remaining days of leave will be with pay.

For Organ Donation Leave, an employee may be eligible for an additional 30 days of unpaid leave in addition to the leave described above.

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## **Military Leave**

The Company will follow any and all applicable federal and state laws concerning military leave. Generally, an employee returning from military leave is guaranteed reemployment and other rights as long as he or she complies with certain notification requirements, as required by federal or state law.



When an employee must return to work after the completion of service depends on the duration of the military service.

Service members and their families will receive health benefits in accordance with federal and state law. Health care coverage may be available under USERRA or COBRA.

## **California Military Leave**

Employees who are members of the National Guard or United States Reserve will be granted a temporary leave of absence without pay while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises and special exercises or like activities. This leave is not to exceed 17 calendar days annually, including time involved in going to and returning from such duty. Collateral benefits will not be restricted or terminated because of an employee's temporary incapacity as a result of the employee's duty in the National Guard, Naval Militia, State Military Reserve or federal reserve components of the United States Armed Forces, if the period of incapacity is 52 weeks or less.

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## **California Spouse Military Leave**

The Company provides up to 10 days of job-protected, unpaid leave to employees who are spouses or registered domestic partners of military personnel who are home on leave during a period of military deployment.

### **Eligibility**

An eligible employee works at least an average of 20 hours per week and is the spouse or registered domestic partner of a member of the armed forces of the United States, National Guard or Reserves who has been deployed during a period of military conflict.

### **Procedures**

To request leave under this policy, an employee should:

1. Provide notice to [human resources/other job title] within two business days of receiving official notice that the employee's spouse or registered domestic partner will be on leave from deployment.
2. Submit appropriate written documentation to [human resources/other job title] certifying that the employee's spouse or registered domestic partner will be on leave from deployment during the time the leave is requested.

Employees requesting leave under this policy may choose to use accrued paid leave (such as vacation or paid time off) concurrently with some or all of the leave under this policy. To receive paid leave, eligible employees must comply with the company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice).

For more information regarding this policy, employees should contact human resources.

## **Emergency Responder Leave**

The Company will not terminate or discipline any employee who is a volunteer firefighter, reserve peace officer or emergency rescue personnel because the employee takes time off to perform emergency duty. In the event you need to take time off for this type of emergency duty, please alert your supervisor or Human Resources before leaving the company's premises.

A "volunteer firefighter" includes any person registered as a volunteer member of a regularly organized fire department of a city, county, city and county or district having official recognition of the government of the city, county or district in which the department is located; or a regularly organized fire department of an unincorporated town.

"Emergency rescue personnel" includes any volunteer or paid officers, employees, or members of a fire department or fire protection or firefighting agency who perform first aid and medical services, rescue procedures and transportation or other related activities necessary to insure the health or safety of a person in immediate danger. Such personnel include those who work for the: (1) federal or state government; (2) city, county, city *and* county, district or other public or municipal corporation or political subdivision of this state; (3) sheriff's department, police department or private fire department; or (4) disaster medical response entity sponsored or requested by the state.

All time off taken under this policy is unpaid, except that exempt employees will be paid when required under applicable law.

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## **Civil Air Patrol Leave**

Members of the Civil Air Patrol who have been employed at least 90 days are eligible for an unpaid leave of absence of a maximum of ten days per calendar year for the purpose of responding to an emergency operational mission of the California Wing of the Civil Air Patrol.

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## **Jury and Witness Duty Leave**

Employees are permitted to take an unpaid leave of absence for jury duty, as is required by state law. Employees are expected to notify a supervisor or manager of the need for time off for jury duty as soon as a notice or summons from the court is received. Written verification from the court clerk of having served is required. If work time remains after any day of jury selection or jury duty, you may be expected to return to work for the remainder of your work schedule. Employees may retain any mileage allowance, or related fees, paid by the court for jury or witness service. Employees who receive a subpoena to be a witness at a hearing or trial will be granted unpaid leave. The notice and verification requirements listed above for jury duty also apply to witness leave.

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## **Crime Victim Leave**

The Company provides crime victims leave in accordance with state law. You may take unpaid time off from work if you, an immediate family member (spouse, registered domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather) needs to seek medical attention for injuries caused by crime or abuse, to obtain services from prescribed entities as a result of crime or abuse, to obtain psychological counseling or mental health services related to an experience of crime or abuse, or to participate in safety planning and to take other actions to increase safety from future crimes or abuse. This leave is also available for a person whose immediate family member is deceased as the direct result of a crime.

You may use vacation or other accrued time off, if available. Please contact Human Resources for more information regarding leave for proceedings involving crime victims' rights.

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## **Leave to Attend Judicial Proceedings Related to Certain Felonies**

**Golden Charter Academy** prohibits discrimination against an employee who wishes to take time off from work to attend judicial proceedings related to certain violent, serious or theft/embezzlement related felonies committed against the employee, the employee's immediate family member, the employee's registered domestic partner or a child of the employee's registered domestic partner.

"Immediate family member" is defined as an employee's spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

Before an employee may be absent from work to attend a judicial proceeding, the employee must give the employer a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee must provide within reasonable time documentation evidencing the judicial proceeding from (1) the court or government agency setting the hearing; (2) the district attorney or prosecuting attorney's office; or (3) the victim/witness office that is advocating on behalf of the victim.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

Employees may use accrued benefits, such as vacation time or sick leave, in order to receive compensation during the time taken off from work.

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## **Leave to Attend Court Proceedings for Serious Crimes**

**Golden Charter Academy** prohibits discrimination against an employee who is a victim of certain serious criminal offenses and wishes to take time off to appear in court to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, or post-conviction release decision or any proceeding in which a right of the victim is at issue.

A "victim" means any employee who suffers direct or threatened physical, psychological or financial harm as a result of the commission or attempted commission of a serious criminal offense. The term "victim" also includes the employee's spouse, registered domestic partner, parent, child, sibling or guardian.

Before employees may take time off under this policy, they must provide the Company with reasonable advance notice of their intention to take time off, unless the advance notice is not feasible. If an employee must take an unscheduled absence due to victimization from a serious criminal offense, the employee must provide the Company with a certification within a reasonable time. The types of certification to account for an unscheduled absence include: a police report indicating the employee was a victim of one of the specified serious criminal offenses; a court order protecting or separating the employee from the perpetrator of one or more of the specified offenses, or other evidence from the court or prosecuting attorney that the employee has appeared in court; or documentation from a medical professional, domestic violence counselor or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries resulting in victimization from one of the specific serious criminal offenses.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

Employees may use accrued benefits, such as vacation time or sick leave, in order to receive compensation during the time taken off from work.

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## **Personal Days**

Only full-time, instructional employees will accrue personal days at the rate of 2 days per school year or 0.09 days/0.73 hours per semi-monthly pay period which could be used at their discretion. Full-time, instructional employees who work less than 40 hours per week, will accrue personal days on a pro-rated basis.

The full-time, instructional employee has to inform their immediate supervisor for his/her intention to use the personal day(s) 2 weeks in advance by using the Time-Off Request Form.

Personal days may not be carried over to the following school year and prior approval is needed in order to use a personal day to extend a calendared school break or holiday.

Upon termination of employment the eligible employees listed above will be paid for all accrued, but unused personal days at their current rate of daily pay. They are not entitled to pay in lieu of taking their personal day except upon termination of employment.

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## **Time Off to Vote**

The Company will provide employees with time off to vote in accordance with state law. When possible, the employee should make every effort to vote prior to or after their scheduled working hours.

No employee will be penalized or retaliated against for requesting time off to vote.

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## **Leaving the Company**

### **Separation from Employment**

Employees of **Golden Charter Academy** are employed on an at-will basis. This means that employment may be terminated by either party at any time, with or without cause or notice. Nothing in this policy is intended to limit or alter the at-will nature of employment.

Employees may leave the Company for a variety of reasons. Regardless of the reason, we strive to ensure that all separations from employment are handled fairly, efficiently and in compliance with applicable federal and state laws.

### **Pay Upon Termination**

Final wages will be paid in accordance with California law.

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### **Return of Company Property**

Employees are required to return all company property (e.g., computers, vehicles, passwords, uniforms, ID badges, credit cards) that is in their possession or control in the event of termination of employment, resignation, retirement or layoff or immediately upon request. When allowed by law, and in accordance with applicable law, the Company may withhold from the employee's paycheck the cost of any items that are not returned when required. No information belonging to the Company may be copied for the employee's use. We may also take all action deemed appropriate to recover or protect company property.

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## **Acknowledgements**

## Acknowledgement and Receipt

I acknowledge that I have received and read a copy of the **Golden Charter Academy** Employee Handbook. I understand that the Employee Handbook sets forth the terms and conditions of my employment with the Company as well as the duties, responsibilities and obligations of employment with the Company. I understand **Golden Charter Academy** has provided me various alternative channels including anonymous and confidential channels to raise concerns of violations of this handbook and company policies and encourages me to do so promptly so that **Golden Charter Academy** may effectively address such situations. I also understand that nothing herein interferes with any right to report concerns, make lawful disclosures, or communicate with any governmental authority regarding potential violations of laws or regulations.

I agree to abide by and be bound by the rules, policies and standards set forth in the Employee Handbook.

I acknowledge that, except where required otherwise by applicable state law, my employment with **Golden Charter Academy** is at-will, meaning that it is not for a specified period of time and that the employment relationship may be terminated at any time for any reason, with or without cause or notice, by me or the Company. **I further acknowledge that only the President/Owner or his or her authorized representative has the authority to enter into an agreement that alters the at-will relationship. Any such agreement must be in writing and signed by the President/Owner or his or her authorized representative.**

I further acknowledge that the Company reserves the right to revise, delete and add to the provisions of the Employee Handbook, but that all such revisions, deletions or additions must be in writing. No oral statements or representations can change the provisions of the Employee Handbook. Furthermore, the Company's policy of at-will employment may only be changed as stated in the prior paragraph.

I also understand and acknowledge that nothing about the policies and procedures set forth in this Employee Handbook should be construed to interfere with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act.

I have read and understand the above statements.

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Employee Signature

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Date

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Print Name



# Coversheet

## 2021/22 Unaudited Actuals Report

**Section:** IV. Action Items  
**Item:** A. 2021/22 Unaudited Actuals Report  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 10621660140764.pdf

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM  
July 1, 2021 to June 30, 2022**

**CHARTER SCHOOL CERTIFICATION**

**Charter School Name:** Golden Charter Academy  
**CDS #:** 10621660140764  
**Charter Approving Entity:** Fresno Unified School District  
**County:** Fresno  
**Charter #:** 2113

**NOTE: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:**

For information regarding this report, please contact:

<u>For County Fiscal Contact:</u>	<u>For Approving Entity:</u>	<u>For Charter School:</u>
Name	Name	Jim Weber Name
Title	Title	Charter Impact Title
Telephone	Telephone	(925) 750-8090 Telephone
Email address	Email address	jweber@charterimpact.com Email address

To the entity that approved the charter school:

(  ) 2021-22 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 42100(b).

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Charter School Official  
(Original signature required)

Printed Name: Robert Golden Title: President & CEO

To the County Superintendent of Schools:

(  ) 2021-22 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 42100(a).

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative of  
Charter Approving Entity  
(Original signature required)

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

To the Superintendent of Public Instruction:

(  ) 2021-22 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 42100(a).

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
County Superintendent/Designee  
(Original signature required)

**CHARTER SCHOOL UNAUDITED ACTUALS**  
**FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2021 to June 30, 2022

Charter School Name: Golden Charter Academy

CDS #: 10621660140764

Charter Approving Entity: Fresno Unified School District

County: Fresno

Charter #: 2113

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one box)

**Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 6910, 7438, 9400-9489, 9660-9669, 9796, and 9797)

**Modified Accrual Basis** (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 6600, 7438, 7439, and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
<b>A. REVENUES</b>				
<b>1. LCFF Sources</b>				
State Aid - Current Year	8011	1,940,447.00		1,940,447.00
Education Protection Account State Aid - Current Year	8012	34,068.00		34,068.00
State Aid - Prior Years	8019	0.00		0.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	168,688.00		168,688.00
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00
Total, LCFF Sources		2,143,203.00	0.00	2,143,203.00
<b>2. Federal Revenues (see NOTE in Section L)</b>				
No Child Left Behind/Every Student Succeeds Act	8290		72,023.00	72,023.00
Special Education - Federal	8181, 8182		0.00	0.00
Child Nutrition - Federal	8220		131,465.63	131,465.63
Donated Food Commodities	8221		0.00	0.00
Other Federal Revenues	8110, 8260-8299	0.00	487,559.37	487,559.37
Total, Federal Revenues		0.00	691,048.00	691,048.00
<b>3. Other State Revenues</b>				
Special Education - State	StateRevSE		0.00	0.00
All Other State Revenues	StateRevAO	30,139.96	115,121.03	145,260.99
Total, Other State Revenues		30,139.96	115,121.03	145,260.99
<b>4. Other Local Revenues</b>				
All Other Local Revenues	LocalRevAO	484,791.55	0.00	484,791.55
Total, Local Revenues		484,791.55	0.00	484,791.55
<b>5. TOTAL REVENUES</b>				
		2,658,134.51	806,169.03	3,464,303.54
<b>B. EXPENDITURES (see NOTE in Section L)</b>				
<b>1. Certificated Salaries</b>				
Certificated Teachers' Salaries	1100	409,752.66	172,399.26	582,151.92
Certificated Pupil Support Salaries	1200	50,110.00	0.00	50,110.00
Certificated Supervisors' and Administrators' Salaries	1300	124,087.46	0.00	124,087.46
Other Certificated Salaries	1900	0.00	0.00	0.00
Total, Certificated Salaries		583,950.12	172,399.26	756,349.38
<b>2. Noncertificated Salaries</b>				
Noncertificated Instructional Salaries	2100	77,798.41	10,030.65	87,829.06
Noncertificated Support Salaries	2200	0.00	0.00	0.00
Noncertificated Supervisors' and Administrators' Salaries	2300	135,168.14	0.00	135,168.14
Clerical, Technical and Office Salaries	2400	113,224.00	0.00	113,224.00
Other Noncertificated Salaries	2900	39,955.45	0.00	39,955.45
Total, Noncertificated Salaries		366,146.00	10,030.65	376,176.65

**CHARTER SCHOOL UNAUDITED ACTUALS**  
**FINANCIAL REPORT -- ALTERNATIVE FORM**

**July 1, 2021 to June 30, 2022**

Charter School Name: Golden Charter Academy

CDS #: 10621660140764

Description	Object Code	Unrestricted	Restricted	Total
<b>3. Employee Benefits</b>				
STRS	3101-3102	84,705.97	29,169.95	113,875.92
PERS	3201-3202	0.00	0.00	0.00
OASDI / Medicare / Alternative	3301-3302	36,400.98	3,267.14	39,668.12
Health and Welfare Benefits	3401-3402	79,173.07	18,000.00	97,173.07
Unemployment Insurance	3501-3502	11,690.03	0.00	11,690.03
Workers' Compensation Insurance	3601-3602	2,376.55	0.00	2,376.55
OPEB, Allocated	3701-3702	0.00	0.00	0.00
OPEB, Active Employees	3751-3752	0.00	0.00	0.00
Other Employee Benefits	3901-3902	9,896.18	0.00	9,896.18
Total, Employee Benefits		224,242.78	50,437.09	274,679.87
<b>4. Books and Supplies</b>				
Approved Textbooks and Core Curricula Materials	4100	68,274.90	8,773.52	77,048.42
Books and Other Reference Materials	4200	10,690.02	0.00	10,690.02
Materials and Supplies	4300	173,110.90	59,323.51	232,434.41
Noncapitalized Equipment	4400	35,790.00	6,064.50	41,854.50
Food	4700	550.39	157,750.10	158,300.49
Total, Books and Supplies		288,416.21	231,911.63	520,327.84
<b>5. Services and Other Operating Expenditures</b>				
Subagreements for Services	5100	140,023.46	267,023.00	407,046.46
Travel and Conferences	5200	4,442.54	0.00	4,442.54
Dues and Memberships	5300	2,378.14	0.00	2,378.14
Insurance	5400	15,632.35	0.00	15,632.35
Operations and Housekeeping Services	5500	75,062.40	0.00	75,062.40
Rentals, Leases, Repairs, and Noncap. Improvements	5600	76,036.20	87,944.40	163,980.60
Transfers of Direct Costs	5700-5799	21,418.43	(21,418.43)	0.00
Professional/Consulting Services and Operating Expend.	5800	464,994.64	5,000.00	469,994.64
Communications	5900	6,895.77	0.00	6,895.77
Total, Services and Other Operating Expenditures		806,883.93	338,548.97	1,145,432.90
<b>6. Capital Outlay</b>				
(Objects 6100-6170, 6200-6500 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major				
Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Lease Assets	6600			0.00
Depreciation Expense (accrual basis only)	6900	51,668.65	0.00	51,668.65
Amortization Expense - Lease Assets	6910	0.00	0.00	0.00
Total, Capital Outlay		51,668.65	0.00	51,668.65
<b>7. Other Outgo</b>				
Tuition to Other Schools	7110-7143	0.00	0.00	0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE		0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00
All Other Transfers	7281-7299	0.00	0.00	0.00
Transfers of Indirect Costs	7300-7399	(2,841.43)	2,841.43	0.00
Debt Service:				
Interest	7438	49,674.00	0.00	49,674.00
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		49,674.00	0.00	49,674.00
Total, Other Outgo		46,832.57	2,841.43	49,674.00
<b>8. TOTAL EXPENDITURES</b>		2,368,140.26	806,169.03	3,174,309.29

**CHARTER SCHOOL UNAUDITED ACTUALS**  
**FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2021 to June 30, 2022

Charter School Name: Golden Charter Academy

CDS #: 10621660140764

Description	Object Code	Unrestricted	Restricted	Total
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		289,994.25	0.00	289,994.25
<b>D. OTHER FINANCING SOURCES / USES</b>				
1. Other Sources	8930-8979	0.00	0.00	0.00
2. Less: Other Uses	7630-7699	0.00	0.00	0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0.00	0.00	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)</b>		289,994.25	0.00	289,994.25
<b>F. FUND BALANCE / NET POSITION</b>				
1. Beginning Fund Balance/Net Position				
a. As of July 1	9791	0.00	0.00	0.00
b. Adjustments/Restatements	9793, 9795	(103,686.61)	0.00	(103,686.61)
c. Adjusted Beginning Fund Balance /Net Position		(103,686.61)	0.00	(103,686.61)
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		186,307.64	0.00	186,307.64
<b>Components of Ending Fund Balance (Modified Accrual Basis only)</b>				
a. Nonspendable				
1. Revolving Cash (equals Object 9130)	9711			0.00
2. Stores (equals Object 9320)	9712			0.00
3. Prepaid Expenditures (equals Object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed				
1. Stabilization Arrangements	9750			0.00
2. Other Commitments	9760			0.00
d. Assigned	9780			0.00
e. Unassigned/Unappropriated				
1. Reserve for Economic Uncertainties	9789			0.00
2. Unassigned/Unappropriated Amount	9790M			0.00
3. <b>Components of Ending Net Position (Accrual Basis only)</b>				
a. Net Investment in Capital Assets	9796	94,908.02	0.00	94,908.02
b. Restricted Net Position	9797		0.00	0.00
c. Unrestricted Net Position	9790A	91,399.62	0.00	91,399.62

**CHARTER SCHOOL UNAUDITED ACTUALS**  
**FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2021 to June 30, 2022

Charter School Name: Golden Charter Academy

CDS #: 10621660140764

Description	Object Code	Unrestricted	Restricted	Total
<b>G. ASSETS</b>				
1. Cash				
In County Treasury	9110	0.00	0.00	0.00
Fair Value Adjustment to Cash in County Treasury	9111	0.00	0.00	0.00
In Banks	9120	755,812.18	(463,648.02)	292,164.16
In Revolving Fund	9130	0.00	0.00	0.00
With Fiscal Agent/Trustee	9135	0.00	0.00	0.00
Collections Awaiting Deposit	9140	0.00	0.00	0.00
2. Investments	9150	0.00	0.00	0.00
3. Accounts Receivable	9200	0.00	0.00	0.00
4. Due from Grantor Governments	9290	265,884.84	541,813.43	807,698.27
5. Stores	9320	0.00	0.00	0.00
6. Prepaid Expenditures (Expenses)	9330	19,840.08	0.00	19,840.08
7. Other Current Assets	9340	0.00	0.00	0.00
8. Lease Receivable	9380	0.00	0.00	0.00
9. Capital Assets (accrual basis only)	9400-9489	94,908.02	0.00	94,908.02
10. TOTAL ASSETS		1,136,445.12	78,165.41	1,214,610.53
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>				
1. Deferred Outflows of Resources	9490	0.00	0.00	0.00
2. TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
<b>I. LIABILITIES</b>				
1. Accounts Payable	9500	231,942.86	54,688.41	286,631.27
2. Due to Grantor Governments	9590	0.00	0.00	0.00
3. Current Loans	9640	476,581.02	0.00	476,581.02
4. Unearned Revenue	9650	0.00	23,477.00	23,477.00
5. Long-Term Liabilities (accrual basis only)	9660-9669	241,613.60	0.00	241,613.60
6. TOTAL LIABILITIES		950,137.48	78,165.41	1,028,302.89
<b>J. DEFERRED INFLOWS OF RESOURCES</b>				
1. Deferred Inflows of Resources	9690	0.00	0.00	0.00
2. TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
<b>K. FUND BALANCE /NET POSITION</b>				
Ending Fund Balance /Net Position, June 30 (G10 + H2) - (I6 + J2) (must agree with Line F2)		186,307.64	0.00	186,307.64



**CHARTER SCHOOL UNAUDITED ACTUALS**  
**FINANCIAL REPORT -- ALTERNATIVE FORM**  
July 1, 2021 to June 30, 2022

Charter School Name: Golden Charter Academy

CDS #: 10621660140764

**L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT**

**NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:**

**1. Federal Revenue Used for Capital Outlay and Debt Service**

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a. NONE	\$ 0.00	0.00	0.00
b.			0.00
c.			0.00
d.			0.00
e.			0.00
f.			0.00
g.			0.00
h.			0.00
i.			0.00
j.			0.00
<b>TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**2. Community Services Expenditures**

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures	Amount (Enter "0.00" if none)
a. Certificated Salaries 1000-1999	0.00
b. Noncertificated Salaries 2000-2999	0.00
c. Employee Benefits except 3801-	0.00
d. Books and Supplies 4000-4999	0.00
e. Services and Other Operating Expenditures 5000-5999	0.00
<b>TOTAL COMMUNITY SERVICES EXPENDITURES</b>	<b>0.00</b>

**CHARTER SCHOOL UNAUDITED ACTUALS**  
**FINANCIAL REPORT -- ALTERNATIVE FORM**  
July 1, 2021 to June 30, 2022

Charter School Name: Golden Charter Academy

CDS #: 10621660140764

**3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster**

Brief Description i.e., COVID-19 (If no amounts, indicate "None")	Amount
a. <u>None</u>	<u>0.00</u>
b. _____	_____
c. _____	_____
d. _____	_____
<b>TOTAL SUPPLEMENTAL EXPENDITURES (Should not be negative)</b>	<b><u>0.00</u></b>

**4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:**

Results of this calculation will be used for comparison with 2020-21 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2023-24.

a. Total Expenditures (B8)	<u>3,174,309.29</u>
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	<u>691,048.00</u>
c. Subtotal of State & Local Expenditures [a minus b]	<u>2,483,261.29</u>
d. Less Community Services [L2 Total]	<u>0.00</u>
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600 and 6910]	<u>101,342.65</u>
f. Less Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster	<u>0.00</u>
<b>TOTAL STATE &amp; LOCAL EXPENDITURES SUBJECT TO MOE</b> [c minus d minus e minus f]	<b>\$ <u>2,381,918.64</u></b>

# Coversheet

## Pacific Charter School Development Project Management Agreement

**Section:** IV. Action Items  
**Item:** B. Pacific Charter School Development Project Management Agreement  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Golden Charter Draft PMA\_220707 (6).pdf

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PROJECT MANAGEMENT AGREEMENT

by and between

GOLDEN CHARTER ACADEMY

and

PACIFIC CHARTER SCHOOL DEVELOPMENT, INC.

dated as of August 1, 2022

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## PROJECT MANAGEMENT AGREEMENT

This Project Management Agreement (this “**Agreement**”) is dated as of August 1, 2022 (“**Effective Date**”) by and between GOLDEN CHARTER ACADEMY, a California non-profit public benefit corporation (“**Client**”), and PACIFIC CHARTER SCHOOL DEVELOPMENT, INC., a California non-profit public benefit corporation (“**PCSD**”), for project management services in connection with the project located at 741 W. Belmont Ave, Fresno, CA 93728 and 1626 W Princeton Ave, Fresno, CA 93705 as further described on **Exhibit A** (the “**Project**”). Client and PCSD are herein referred to individually as a “**Party**” and collectively as the “**Parties**”.

### RECITALS

Client desires to retain PCSD to provide Services (as defined herein) in support of the Project and PCSD is willing to provide such Services according to the terms and conditions contained herein.

### AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledges, the Parties hereby agree as follows:

#### 1. PCSD’S ENGAGEMENT AND SERVICES.

1.1 **Services.** PCSD agrees to provide to Client Project management services described in **Exhibit B** and elsewhere in this Agreement (collectively, the “**Services**”). PCSD shall provide commercially reasonable organization and management to perform such Services in an expeditious and economical manner consistent with the interests of Client.

1.2 **Term.** The “Term” of PCSD’s engagement shall be deemed to have *commenced* as of the Effective Date and shall continue, subject to earlier termination or extension as provided below, until the earlier of (i) completion of the Project or (ii) one year from the Effective Date (the “Termination Date”). The Parties agree to negotiate in good faith an extension of the Term if the Project has not been completed by the Termination Date.

1.3 **Changes to Services.** Client may not make any changes to the Services, including additions, deletions, or revisions to its scope nor extend or shorten its duration, without PCSD’s prior written consent, except for a termination for cause or convenience as provided below. The Parties agree to negotiate in good faith an equitable adjustment to the Project Management Fee if there is a change in school type, change in program or change in the number of students by more than ten percent (10%), which results in a material increase in the scope or duration of Services.

#### 1.4 Termination for Cause or Convenience.

(a) **Termination for Cause.** Either Party may immediately terminate this Agreement for cause if:

- (i) the other Party (the “**Breaching Party**”) commits a breach of any part of this Agreement and does not cure such breach within ten (10) calendar days following receipt of the other Party’s (the “**Non-Breaching Party**”) written notice to the Breaching Party, in accordance with Section 7.1, of

such breach demanding such cure. If such breach is curable but not within such initial ten (10) calendar day period, then the Non-Breaching Party shall grant the Breaching Party additional time to cure, provided that the Breaching Party provides within such ten (10) calendar day period a written cure plan that is reasonably acceptable to the Non-Breaching Party, and then diligently commences and continues such cure according to the approved written plan. However, if at any time following the allotted ten (10) calendar day cure period it is reasonably determined by the Non-Breaching Party in its sole discretion that the Breaching Party is either not diligently working to resolve such breach or after a period of time it is reasonably apparent that it is unlikely to cure such breach within the amount of time previously set forth in the written cure plan, then upon notice to the Breaching Party and the earlier of an additional ten (10) calendar days or the end of the previously agreed upon amount of time set forth in the written cure plan, the Non-breaching Party may immediately terminate this Agreement for Cause.

(b) **Termination for Convenience.**

i. **By Client.** Client may terminate this Agreement at any time, without cause, by giving PCSD not less than thirty (30) calendar day's prior written notice of its election to terminate this Agreement. Unless a later date is specified in a termination notice given by Client pursuant to this Section 1.4(b)(i) the termination shall be effective thirty (30) calendar days following the date the termination notice is received by PCSD. Upon termination for convenience, PCSD shall be entitled to the payment then due through the monthly period during which the effective date takes place.

ii. **By PCSD.** PCSD may terminate this Agreement at any time, without cause, by giving Client not less than forty-five (45) calendar day's prior written notice of its election to terminate this Agreement. Unless a later date is specified in a termination notice given by PCSD pursuant to this Section 1.4(b)(ii) the termination shall be effective forty-five (45) calendar days following the date the termination notice is received by Client.

iii. **Insolvency, etc.** In the event that either Party is unable to pay its debts when they become due, declares bankruptcy or insolvency, or makes an assignment for the benefit of creditors ("Act of Bankruptcy"), the other Party may terminate this Agreement upon written notice to the Party to whom the Act of Bankruptcy occurred.

(c) **Effect of Termination.**

i. **Return of Materials.** In the event of any termination, PCSD shall deliver to Client a copy of all materials, or originals if legally required, relating to the Project received by PCSD from Client or received from third parties.

ii. **Payment of Fees.** Upon any termination of this Agreement, unless otherwise agreed to by the Parties in writing, PCSD shall discontinue the provision of any Services on the Termination Date. Upon termination, Client shall assume and become liable for all obligations, commitments, and unsettled claims that PCSD had previously undertaken or incurred in good faith on behalf of and with the consent of Client in connection with the Project and in accordance with the terms of this Agreement. Client further acknowledges and agrees to take all further actions required to effectuate



such assumption of liability at Client's sole expense, unless this Agreement is terminated for Cause by Client in accordance with Section 1.4(a)(i).

1.5. **No Fiduciary Responsibility.** The duties and obligations of PCSD hereunder shall be determined solely by the express provisions of this Agreement, and PCSD is not acting as a fiduciary for Client. PCSD shall not be liable to Client except as set forth in this Agreement and, consequently, no implied covenants or obligations or fiduciary duties shall be read into this Agreement against PCSD.

## 2. **PCSD AND CLIENT'S RESPONSIBILITIES.**

2.1 **PCSD Responsibility.** PCSD shall perform the Services in a timely and professional manner, utilizing best practices consistent with the time constraints set forth in this Agreement. PCSD shall, subject to Section 1.3, accede to Client's decisions in all such matters relating to the Services being provided so long as such decisions do not interfere with PCSD's obligations or rights under this Agreement. PCSD shall be entitled to rely upon the accuracy and completeness of information, surveys, and reports provided by Client and parties acting by, through or on behalf of Client.

### 2.2 **Client Responsibility.**

(a) Client shall cooperate fully with PCSD's efforts and requests in completing the tasks to be undertaken by PCSD under this Agreement; provided that, in accordance with Section 2.1, PCSD shall accede to Client's decisions in all such matters relating to the Services being provided herein.

(b) Client shall be responsible for approving and paying all invoices for the Project in a timely manner and before such invoices become past due, including those submitted to Client by PCSD that are received by PCSD from third parties and which PCSD has reviewed for accuracy. PCSD shall endeavor to review invoices from third parties and provide the same with PCSD's comments to Client no later than fifteen (15) days prior to the due date of such invoices and Client shall subsequently pay all such invoices prior on or before the applicable due date

(c) Client shall: (i) provide PCSD with timely, full, complete, and accurate information regarding Client's requirements and plans for the Project and as necessary for the performance of Client's duties under this Agreement, and to avoid delay in the orderly progress of the Project; and (ii) designate a representative who shall be fully acquainted with the Project and have authority to approve matters requiring Client's approval and to render decisions promptly. Client's initial representative for the Project is Elijah Sugay. Such representative may be changed from time to time by Client for any reason following written notice to PCSD.

## 3. **PROJECT SERVICES FEE.**

3.1 PCSD's fee for the Services will be Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000) (the "Project Management Fee") subject to adjustment as set forth in Section 1.3. The Project Management fee will be billed on the first day (1<sup>st</sup>) of each month as follows:

1. First fee installment (August 1, 2022 – January 1, 2023): 6 monthly payments of \$3,500.00
2. Second fee installment (February 1, 2023 – June 1, 2025): 30 monthly payments of \$20,966.67

If the Project is completed in less than thirty (36) months, PCSD reserves the right to bill the balance of the Project Management Fee that remains unpaid immediately upon final Project completion. Each

invoice will be due within fifteen (15) business days after receipt. A late fee of TEN PERCENT (10%) per annum or the maximum allowed by law, whichever is less, shall be due and payable for any invoices not paid within the aforementioned period

#### 4. **INDEPENDENT CONTRACTOR.**

4.1 **Status.** Client and PCSD are independent contractors. No representations or assertions shall be made or actions taken by either Party that would create any agency, joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of this Agreement. Except as may be expressly agreed upon in this Agreement or on a Schedule, neither Party has any authority or power to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any third person or entity.

4.2 **Employees.** Each Party will exercise day-to-day control over and supervision of their respective employees, including but not limited to hiring, evaluation, promotion, demotion, compensation, employee benefits, fringe benefits, discipline and discharge. All work assignments, instruction, scheduling, staffing and direction of Client's employees shall be the exclusive province of Client. Each Party is responsible for obtaining and maintaining worker's compensation coverage and unemployment insurance for its employees. PCSD further assumes full responsibility for compliance with any and all applicable worker's compensation insurance or similar laws pertaining to PCSD's employees for services rendered and compensation paid under this Agreement.

4.3 **Compliance.** Subject to the continued existence and maintenance of Client's tax-exempt status, PCSD assumes full responsibility for the payment of all taxes pertaining to services rendered and compensation paid under this Agreement. Any tax liabilities that may result from the loss of Client's tax-exempt status shall be borne, in full, by Client.

#### 5. **INSURANCE AND INDEMNITY.**

5.1 **Client, Contractor and PCSD Liability Insurance.** Client, Contractor and PCSD shall maintain insurance policies in accordance with **Exhibit C**.

5.2 **Indemnity by Client.** To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless (through legal counsel acceptable to PCSD) PCSD and its employees, agents and representatives from and against any and all claims, causes of actions, costs, demands, damages, losses, liabilities, obligations, costs and expenses, including attorneys' fees and costs of litigation (collectively, "**Losses and Liabilities**"), arising out of or in connection with claims asserted by third parties (including without limitation any governmental agency, homeowners association, or similar organization) relating to the Property or Project, any breach by Client of its obligations hereunder, or any willful misconduct or gross negligence of Client, but excepting from each instance any Losses and Liabilities that are found by a court or forum of competent jurisdiction to have been caused by the sole gross negligence or willful misconduct of PCSD. This indemnity specifically includes acts taken by PCSD in connection with the Project (as defined in Exhibit A) prior to the execution of this Agreement. These duties extend to claims occurring after this contract is terminated as well as while it is in force.

5.3 **Indemnity by PCSD.** PCSD shall indemnify, defend and hold harmless Client and its employees, agents and representatives from and against any and all third-party Losses and Liabilities arising out of or in connection with any willful misconduct or gross negligence of PCSD, but excepting therefrom any Losses and Liabilities that are found by a court or forum of competent jurisdiction to have been caused

by the sole gross negligence or willful misconduct of Client. These duties extend to claims occurring after this contract is terminated as well as while it is in force.

5.4 **Duty to Defend.** The duty to defend is separate and independent of a Party's indemnity obligations, and is triggered by the assertion of any Losses and Liabilities within the scope of the indemnity obligations above, and shall apply prior to and regardless of whether or not the issue of that Party's indemnity obligation, negligence, breach of contract or other fault or obligation has been determined.

5.5 **Damages Cap**<https://www.lawinsider.com/clause/damages-cap>. Except for Losses and Liabilities arising out any willful misconduct or gross negligence by the other Party, in no event shall either Party's liability arising in any way out of this Agreement exceed Six Hundred Fifty Thousand Dollars (\$650,000).

## 6. DISPUTE RESOLUTION.

6.1 **Meet and Confer.** In the event of a dispute, the parties shall meet and confer in good faith in an effort to resolve such dispute. If the parties are unable to informally resolve the dispute, then the dispute shall be handled in the manner described in this section. PCSD shall continue providing Services throughout the course of any dispute, and Owner shall continue to make payments to PCSD unless the dispute involves Owner's obligation to make particular payments. A condition precedent to either Party making any claim, and/or availing itself of the dispute resolution procedures set forth herein, the claiming Party shall first present a written claim setting forth that Party's position, which must include the following: (i) a narrative of pertinent events; (ii) citation to contract provisions; (iii) theory of entitlement; (iv) complete pricing of all cost impacts; and (v) a complete analysis of all time delays showing impact to critical path activities. The claim shall be submitted within twenty (20) calendar days of the commencement of the events giving rise to the dispute, and shall be priced like Change Orders according to the requirements of this Agreement, and updated monthly if a continuing claim. Any dispute remaining after such meeting shall proceed to litigation as specified herein.

6.2 **Litigation.** Unless the Parties agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

6.3 **Attorney's Fees.** If any Party brings a lawsuit or dispute resolution proceeding to enforce the terms hereof, or declare rights hereunder, the Prevailing Party (as hereinafter defined) in any such lawsuit or proceeding shall be entitled to reimbursement by the other Party of reasonable attorney fees and disbursements. The term "Prevailing Party" shall include, without litigation, a party who substantially obtains or defeats the relief sought, whether by compromise, settlement, judgment, or abandonment by the other Party of its claim or defense. The attorney's fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorney's fees reasonably incurred. With respect to the foregoing, and any other provision in this contract providing for payment or indemnification of attorney's fees, such fees shall be reasonable and shall be deemed to include reasonable fees incurred through any applicable appeal process.

6.4 **California Law; Venue.** Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all mediation, arbitration or litigation arising from or relating to this Agreement shall be the county where the Project is located.

6.5 **Consequential Damages.** In no event shall either Party be liable for the other's indirect, special or consequential damages suffered or incurred by or on behalf of the other Party in connection with, arising out of, or in any way connected to the Project, this Agreement or any Service or transaction contemplated herein.

## 7. GENERAL PROVISIONS.

7.1 **Notices.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by overnight mail (Federal Express or the like) or sent by registered or certified delivery, postage prepaid, return receipt requested, delivered or sent by email, or facsimile and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility; (iii) if mailed, on the third (3<sup>rd</sup>) business day following the date of posting by the United States post office; or (iv) if given by email, or facsimile, when sender receives confirmation of delivery either by automated message or acknowledgement from addressee. Any notice, request, demand, direction or other communication sent by email or facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing.

PCSD: Pacific Charter School Development, Inc.  
600 Wilshire, Suite 200  
Los Angeles, CA 90017  
Tel: (213) 542-4700  
Attention: John Sun, CEO  
Email: john@pacificcharter.org

Client: Golden Charter Academy  
1626 W Princeton Ave  
Fresno, CA 93705  
Tel: 559-293-3157  
Attention: Robert Golden, President & CEO  
Email: Robert@goldencharteracademy.org

7.2 **Amendment and Waiver.** This Agreement may be amended only by a written document signed by all Parties to this Agreement. Waiver of any provision of this Agreement shall not be deemed or constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver.

7.3 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, beneficiaries, legal representatives, successors and assigns. This Agreement may only be assigned with the prior written approval of the other Party.

7.4 **Governing Law and Severability.** This Agreement shall be governed by and construed under the laws of the State of California, without regard to any conflicts of law provisions. If any provision of this Agreement is invalid or unenforceable, and if the deletion of such provision would not adversely affect the receipt of any material benefit of the bargain by either Party hereto, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.

7.5 **Counterparts.** This Agreement may be executed in any number of counterparts, and each set of duly delivered identical counterparts, which includes all signatories, shall be deemed to be an original instrument.

7.6 **Construction.** This Agreement has been negotiated at arm's length and each Party has been represented by legal counsel. Accordingly, any rule of law (including without limitation California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party drafting it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effectuate the intent of the Parties and the purpose of this Agreement.

7.7 **Further Assurances.** The Parties covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Agreement.

7.8 **Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter set forth above, and supersedes all previous oral and written agreements, communications, representations, and commitments between PCSD, Client, and their respective predecessors.

7.9 **Survival.** The provisions of this Agreement shall survive its termination and the completion of the Services.

[Balance of Page Intentionally Left Blank; Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties have executed this Project Management Agreement as of the date first set forth above.

**GOLDEN CHARTER**

**PACIFIC CHARTER SCHOOL  
DEVELOPMENT, INC.**

By: \_\_\_\_\_  
Name: Robert Golden  
Title: President & CEO

By: \_\_\_\_\_  
Name: John Sun  
Title: Chief Executive Officer



## **EXHIBIT A**

### **PROJECT DESCRIPTION**

The project consists of two scopes.

Modular Project: Installation of four temporary modular classrooms for the fifth and sixth graders located at the 1626 W Princeton Ave, Fresno, CA 93705 campus.

Development Project: Development of an approximately 26,000 square foot facility for a public charter school located at 741 W. Belmont Ave, Fresno, CA 93728, that will house 480 students, TK-8 grades. The new construction will include classrooms, administrative offices, outdoor play space, and on-site parking for cars and bicycles on a 1.86-acre site.

**EXHIBIT B****SERVICES AND EXCLUDED SERVICES**

<b>Scope of Services</b>	<b>August 1, 2022</b>	
<b>Project:</b> Golden Charter Academy Elementary School – Temporary and Permanent Site	<b>Responsible Party</b>	
	<b>Primary</b>	<b>Supporting</b>
<b>PLANNING PHASE</b>		
<b>Administration</b>		
Establish protocols and procedures with project leadership	PCSD	CLIENT
Issue and maintain project directory	PCSD	
<b>Original Budget and Financing</b>		
Create full project budget (excluding FF&E)	PCSD	CLIENT
Create FF&E project budget	CLIENT	PCSD
Prepare project cash flow and update as needed	PCSD	
Analyze potential financing structure and facilitate selection	PCSD	CLIENT
Source potential lenders	PCSD	CLIENT
Create, submit, coordinate requests for financing packages	PCSD	CLIENT
Address potential lender needs (requests, due diligence)	PCSD	CLIENT
Manage selection of funder and lender and negotiate terms	PCSD	CLIENT
Manage application and filing of closing documents	PCSD	CLIENT
Apply for government financing if applicable	CLIENT	PCSD
Apply for government grants if applicable	CLIENT	PCSD
<b>Schedule</b>		
Generate project schedule and update as needed	PCSD	
Identify key Client and Project milestones	PCSD	CLIENT
<b>Site Control</b>		
Negotiate LOIs (if applicable)	CLIENT	
Arrange for right of entry (if applicable)	CLIENT	PCSD
Negotiate lease terms (if applicable)	CLIENT	
Collect existing due diligence materials (ex. haz mat assessments, topo survey)	PCSD	CLIENT
Coordinate transaction components (ex. ALTA, title)	PCSD	CLIENT
Manage entitlements and variances	PCSD	CLIENT
Manage easements and covenants	CLIENT	PCSD
Confirm Client (School District) requirements	CLIENT	
LEED or other state requirements (such as CHPs)	CLIENT	PCSD
<b>Team Assembly - A&amp;E / Consultants / Preconstruction Contractor</b>		

<b>Scope of Services</b>		<b>August 1, 2022</b>	
<b>Project:</b>	Golden Charter Academy Elementary School – Temporary and Permanent Site	<b>Responsible Party</b>	
		<b>Primary</b>	<b>Supporting</b>
Manage RFP preparation, proposal review, interview, and selection process of various Client contracts and services			
Architect & Engineering (MEP, Structural, etc.)	PCSD	CLIENT	
Civil Engineer	PCSD	CLIENT	
General Contractor	PCSD	CLIENT	
Surveyor (ALTA, Topo, wall check, building plat, etc.)	PCSD	CLIENT	
Geotech Engineer	PCSD	CLIENT	
Environmental Consultant (Phase 1, Hazmat Surveys, etc)	PCSD	CLIENT	
Industrial Hygienist	PCSD		
Traffic Engineer	PCSD		
LEED or CHPs Consultant	PCSD		
Commissioning Agent	PCSD		
3rd Party Plan Review	PCSD		
Permit Expeditor	PCSD		
Wage Scale Monitoring	PCSD		
Materials Testing & Inspections	PCSD		
3rd Party Code Inspections	PCSD		
Audio / Visual	CLIENT		
Access Control / Security	CLIENT		
Communication Cabling	CLIENT		
Signage	PCSD	CLIENT	
Negotiate and finalize contract terms including fees	CLIENT	PCSD	
Coordinate any documentation needed by financing	CLIENT	PCSD	
Coordinate submission to any local state entities	PCSD	CLIENT	
<b>DESIGN PHASE</b>			
<b>Administrative</b>			
Facilitate design meetings, including setting agenda	PCSD		
Prepare and maintain issue tracking log	PCSD		
Review and edit A&E meeting minutes and submit notes to file as needed	PCSD	CLIENT	
Establish requirements for permit and bid package issuances	PCSD		
Attend project presentations to School and/or Charter School Board, as needed	PCSD	CLIENT	
Coordinate Client's relationship with neighbors (informational meetings, approval meetings, update meetings, newsletters)	CLIENT	PCSD	
<b>Programming</b>			
Prepare outline program of spaces (indoor and outdoor)	CLIENT	PCSD	

<b>Scope of Services</b>		<b>August 1, 2022</b>	
<b>Project:</b>	Golden Charter Academy Elementary School – Temporary and Permanent Site	<b>Responsible Party</b>	
		<b>Primary</b>	<b>Supporting</b>
Verify LEED / CHPs / Sustainability strategy		PCSD	CLIENT
Generate performance criteria / specifications for Client's technical systems:			
information technology		CLIENT	PCSD
access control / security		CLIENT	PCSD
communications		CLIENT	PCSD
audio-visual		CLIENT	PCSD
<b>Budget &amp; Schedule Tracking</b>			
Manage contractor cost estimating of design packages		PCSD	
If required, manage value engineering effort to ensure costs are consistent with Client budget goals		PCSD	
Provide regular budget updates (hard and soft cost line items budget/commitments/actual expenditures):		PCSD	
Update cash flow projections		PCSD	
Review and approve all invoices related to project budget commitments		PCSD	
Package and coordinate monthly draw request for funding		PCSD	
Manage design team to ensure various design packages are issued in accordance with Project Schedule		PCSD	
Monitor and maintain overall project schedule		PCSD	
Provide paid invoice check numbers and dates on a monthly basis to ensure accurate project accounting		CLIENT	
Provide timely and complete responses to school-related design questions in efforts to maintain the design schedule		CLIENT	PCSD
<b>Quality Control</b>			
Provide design reviews/mark-ups of drawings and specifications at various stages of design		PCSD	CLIENT
Draft and issue approval memo to proceed into next phase of design		PCSD	
Issue updates to Program Document, as required		CLIENT	PCSD
Oversee any LEED credit tracking and initial 'design submission' to any reviewing entities		PCSD	
<b>FF&amp;E</b>			
Prepare and update list of FF&E items to be purchased		CLIENT	PCSD
Facilitate design coordination with FF&E requirements		PCSD	CLIENT
Provide technical and design input on low voltage systems as required during Design to ensure accuracy in AE drawings and specifications.		CLIENT	

<b>Scope of Services</b> <b>Project:</b> Golden Charter Academy Elementary School – Temporary and Permanent Site	<b>August 1, 2022</b> <b>Responsible Party</b>	
	<b>Primary</b>	<b>Supporting</b>
<b>Permitting &amp; Utilities</b>		
Monitor and participate in researching, submitting and securing approvals from all applicable agencies (e.g., environmental, regulatory, etc.)	PCSD	CLIENT
Monitor and participate in applying for and securing new and/or replacement utility services:		
Water	PCSD	CLIENT
Gas	PCSD	CLIENT
Electricity	PCSD	CLIENT
Phone	CLIENT	PCSD
Wireless	CLIENT	PCSD
<b>CONSTRUCTION PHASE</b>		
<b>Administrative</b>		
Attend regular construction team meetings	PCSD	CLIENT
Review and edit contractor meeting minutes or submit notes to file as needed	PCSD	CLIENT
Manage questions/issues raised by contractor and facilitate resolution	PCSD	CLIENT
<b>Bidding</b>		
Review actual proposed General Conditions	PCSD	
Review overall proposed Schedule of Values	PCSD	
Create a wish list for contingency and capital campaign efforts	CLIENT	PCSD
Coordinate proposed change order process, including documentation requirements	PCSD	
<b>Budget &amp; Schedule Tracking</b>		
Prepare and maintain construction contract log	PCSD	
Review, manage and negotiate Proposed Change Orders	PCSD	
Attend Change Order meetings with contractor and design team	PCSD	
Provide timely responses to school-related RFI and Change Order questions as required,	CLIENT	PCSD
Track construction costs and identify variances from budgeted amounts, including exposures against construction contingencies	PCSD	

<b>Scope of Services</b>		<b>August 1, 2022</b>	
<b>Project:</b> Golden Charter Academy Elementary School – Temporary and Permanent Site		<b>Responsible Party</b>	
		<b>Primary</b>	<b>Supporting</b>
Provide regular budget updates (hard and soft cost line items/budget/commitments/actual expenditures)	PCSD		
Update cash flow projections as needed	PCSD		
Review and approve all invoices related to project budget commitments and submit to CLIENT for payment	PCSD		
Pay all project invoices	CLIENT		
Package and coordinate monthly draw request for funding	PCSD		
Track contractor's schedule progress and flag items of concern for contractor's response	PCSD		
Monitor and maintain overall project schedule	PCSD		
<b>Quality Control</b>			
Monitor work of contractor to ensure compliance with design documents and quality of work (PCSD may rely on the opinion of 3 <sup>rd</sup> parties such as architects and inspectors to confirm compliance)	PCSD		
<b>FF&amp;E</b>			
Assist in coordinating contractor's work with installation of FF&E	PCSD	CLIENT	
Assist in coordinating contractor's work with installation of other Client-provided work (telecom, security, A/V, etc)	PCSD	CLIENT	
<b>Utilities</b>			
Facilitate coordination between utility companies and contractor regarding new services into Project	PCSD		
Coordinate between Client and utilities in establishing billing accounts	CLIENT	PCSD	
<b>Substantial / Final Completion</b>			
Facilitate final inspection approvals and issuance of Certificate of Occupancy	PCSD		
Coordinate development of punch-list and contractor's completion thereof	PCSD		
Facilitate turnover of project from construction team to property management and/or school operations (including systems training)	PCSD		
Manage contractor's assembly of closeout materials (including O&M information as required)	PCSD		
- ensure proper distribution to operational personnel	CLIENT		
Coordinate receipt/distribution of as-built documents	PCSD		



<b>Scope of Services</b> <b>Project:</b> Golden Charter Academy Elementary School – Temporary and Permanent Site	<b>August 1, 2022</b> <b>Responsible Party</b>	
	<b>Primary</b>	<b>Supporting</b>
If GMP, review final construction costs and negotiate final GMP amount and appropriate distribution of project savings, if any	PCSD	
Confirm receipt of lien waivers and other closeout documents required for contractor's final payment	PCSD	
<b>POST CONSTRUCTION PHASE</b>		
<b>Administrative</b>		
Facilitate resolution to any construction/warranty issues raised during first [six (6)] weeks of occupancy	PCSD	
Provide final archive to Client of all key project documents.	PCSD	
If Applicable, assist LEED consultant in submission of final certificate application to USGBC and distribution of certification upon receipt	PCSD	CLIENT
Assist Client in preparing any financing/funding entity closeout requirements	PCSD	CLIENT

## **EXCLUDED SERVICES:**

Each of the following services related to the Property, Buildings or Project shall be expressly excluded from the Services performed by PCSD pursuant to this Agreement (each an “Excluded Service” and collectively the “Excluded Services”):

- ◆ Architectural, engineering or other design services or the conformance of any design or implementation with any applicable legal standards or requirements
- ◆ General contracting
- ◆ Legal service in relation to any legal practice area
- ◆ Safety program design or enforcement
- ◆ Accounting services
- ◆ Investment advisory services
- ◆ Municipal advisory services
- ◆ Environmental consulting or assessment, related mitigation or monitoring
- ◆ Quantity surveying or cost estimating
- ◆ FF&E procurement or coordination, including the following items:
  - ◆ Lunch tables
  - ◆ Items that require approval by the Department of the State Architect, such as exterior canopies & awnings
  - ◆ Playground surfacing or equipment
  - ◆ School & office equipment or furnishings
- ◆ Low voltage data beyond the coordination of installation on the Project, phone, PA system, clock, security, or card reader wiring/equipment/planning
- ◆ Kitchen, food prep, and food serving equipment
- ◆ Equipment needed to execute future maintenance
- ◆ Any operational permits or fees required to operate a public charter school
- ◆ Property management

[END OF SCOPE OF SERVICES]

**EXHIBIT C**  
**INSURANCE**

**Contractor Insurance Coverage**

1. Client shall require its General Contractor to maintain commercial general liability insurance in the minimum amount of \$2,000,000 and all other contractors, subcontractors and suppliers performing work on, to or for the Project to maintain commercial general liability insurance in the minimum amount of \$1,000,000 and to cause Client and PCSD and its Board of Directors, officers, employees, and agents to be named as additional insureds on such policies.

**PCSD Insurance Coverage**

1. PCSD shall, at its sole cost and expense, procure and maintain, for the duration of this Agreement, the following insurance coverages:
  - a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, products and completed operations liability, independent contractor's liability, and cross liability protection.
  - b. Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount of not less than \$1,000,000 per accident or occupational illness and \$1,000,000 in aggregate.
  - c. Professional liability insurance coverage of at least \$2,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.

**Client Insurance Coverage**

1. Client shall, at its sole cost and expense, procure and maintain, for the duration of this Agreement, builder's risk insurance in an amount equal to the full replacement value of the improvements being constructed on the Property by or for the benefit of Client in relation to the Project for the duration of any work performed on the Property in relation to the Project.
2. Client confirms that, at its sole cost and expense, is has procured and will maintain, for the duration of this Agreement, the following insurance to cover its business of running a school at the Property (but not to cover any property or bodily damages arising out of the construction project):
  - a. Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, products and completed operations liability, independent contractor's liability, and cross liability protection.
  - b. Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount of not less than \$1,000,000 per accident or occupational illness and \$1,000,000 in aggregate.

- c. Professional liability insurance coverage of at least \$2,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.

### **Endorsements**

3. The following insurance endorsements shall be required for both PCSD and Client secured insurance, as appropriate to each policy mandated in the above sections:
  - a. **ADDITIONAL INSURED.** For Builder's Risk and CGL insurance policies PCSD, its Board of Directors, and its officers, employees, and agents shall be named as additional insureds. The policies must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage. The CGL additional insured endorsement must provide additional insured status while the work is being performed and after the work has been completed for a period of not less than one (1) year.
  - b. **CANCELLATION** Each policy shall ensure that the other party is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage.
  - c. **PRIMARY.** Each policy shall contain an endorsement providing that the insurance afforded by the respective policy is primary to any insurance or self-insurance of the other party, its Board of Directors, officers, directors, employees, or agents with respect to operations of the insured. Any insurance maintained by the an insured, its Board of Directors or its officers, employees, or agents shall be in excess of the other party's insurance and shall not contribute to it.
  - d. **WAIVER OF SUBROGATION.** Each policy shall contain an endorsement providing that the insurer will waive its right of subrogation against the other party, its Board of Directors and its officers, directors, employees and agents with respect to any losses paid under the terms of the respective policy which arise from work performed by Client in relation to this Agreement.
  - e. **SEVERABILITY OF INTEREST** Each policy shall contain an endorsement providing that the insured's insurance shall apply separately to the other party, its Board of Directors, officers, employees, and agents against whom a claim is made or suit is brought, except with respect to the limits of Client's liability.

### **Miscellaneous**

1. Each Party shall furnish to satisfactory proof of each of the above insurance policies, as applicable, within thirty (30) days following the execution of this Agreement, and at least thirty (30) days prior to expiration of any insurance required herein shall furnish to the other Party renewal documentation. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf.
2. The insurance required herein must be placed with either Charter SAFE (a member-owned Joint Powers Authority) or with other carriers admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VII or greater as reported by A.M. Best Company or equivalent.

3. If either Party fails to maintain any required insurance, the other Party shall have the right, but not the obligation, to take out such insurance, and request that amount be reimbursed by the other party.
4. The insurance procured and maintained by each Party in accordance with this Agreement shall not be construed or operate to in any way limit such insured Party's indemnification obligations under this Agreement.

# Coversheet

## Train of Thought 2022/2023 Program

**Section:** IV. Action Items  
**Item:** D. Train of Thought 2022/2023 Program  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Instruction.pdf





Quote #  
142

P.O. Box 561082  
Los Angeles, US-CA 90056

To

Golden Charter  
Academy

Quote date

Jun 17, 2022

Total amount

\$27,000.00

Item	Price	Qty	Amount
Chess Enrichment - TK Chess Enrichment meets for 30-45 minutes, 1 day per week.	\$3,000.00	1	\$3,000.00
Chess Enrichment - 1st Grade Chess Enrichment meets for 45-60 minutes, 1 day per week.	\$3,000.00	2	\$6,000.00
Chess Enrichment - 2nd Grade Chess Enrichment meets for 45-60 minutes, 1 day per week.	\$3,000.00	2	\$6,000.00
Chess Enrichment - 3rd Grade Chess Enrichment meets for 45-60 minutes, 1 day per week.	\$3,000.00	2	\$6,000.00
Chess Enrichment - 4th Grade Chess Enrichment meets for 45-60 minutes, 1 day per week.	\$3,000.00	2	\$6,000.00

Subtotal	\$27,000.00
<b>Quote total</b>	<b>\$27,000.00</b>

















