



## Golden Charter Academy

### GCA Board of Trustees Meeting

Published on January 2, 2023 at 11:35 AM PST

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#### Date and Time

Thursday January 5, 2023 at 11:30 AM PST

#### Location

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

Topic: GCA Board of Trustees Regular Meetings

Time: Jan 5th, 2022 11:30 AM Pacific Time (US and Canada)

Join Zoom Meeting

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

Meeting ID: 884 1732 4062

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	Purpose	Presenter	Time
<b>II. Consent Agenda</b>			<b>11:30 AM</b>
<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>	Dec 5, 2022 Board Meeting Minutes Draft	Approve Minutes	
<b>B.</b>	Dec 12, 2022 Special Board Meeting Minutes Draft	Approve Minutes	
<b>C.</b>	New Employees Contracts Campus Safety Coordinator Substitute Teacher Teacher	FYI	
<b>D.</b>	Performance Bonus Resolution	FYI	
<b>E.</b>	Approval of the Consent Agenda	Vote	5 m
<b>III. Information / Discussion</b>			<b>11:35 AM</b>
<b>A.</b>	Board Assessment 2022-2023	Discuss	Mike Mizzoni 10 m
<p>This is an assessment for all board members to fill out. You can find this under the assessment tab on Board on Track.</p>			
<b>B.</b>	Reports and Updates	Discuss	15 m
<ol style="list-style-type: none"> <li>1. Principal's Report (Mandy Breuer, Principal)</li> <li>2. CEO Report (Robert Golden, President &amp; CEO) Enrollment and Operations Update</li> <li>3. Financial Report (Jim Weber, Charter Impact)</li> </ol>			

	Purpose	Presenter	Time
Monthly Financial Update			
<b>C.</b> GCA Facility Update 2022/2023 School Year  Permanent Facility Update	FYI		5 m
<b>D.</b> Fundraising Plan	FYI		5 m
<b>IV. Action Items</b>			<b>12:10 PM</b>
<b>A.</b> Consideration and Approval of Campus Coordinator Job Description and Salary	Vote		5 m
<b>B.</b> Consideration & Approval of Dr. Ed Gonzalez for Golden Opportunity Legacy Development LLC, authorized signatory	Vote		5 m
<b>V. Board Member Comments</b>			<b>12:20 PM</b>
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 Thursday, Feb 2, 2023 5:30 pm	FYI		
<b>B.</b> Suggested Agenda Items	Discuss		5 m
<b>VI. Closing Items</b>			<b>12:25 PM</b>
<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

## Dec 5, 2022 Board Meeting Minutes Draft

**Section:** II. Consent Agenda  
**Item:** A. Dec 5, 2022 Board Meeting Minutes Draft  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for GCA Board of Trustees Meeting on December 5, 2022

APPROVED



**GOLDEN**  
CHARTER ACADEMY

## Golden Charter Academy

### Minutes

#### GCA Board of Trustees Meeting

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

Monday December 5, 2022 at 5:00 PM

##### **Location**

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

Topic: GCA Board of Trustees Regular Meetings

Time: Dec 5th, 2022 05:00 PM Pacific Time (US and Canada)

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Golden Charter Academy  
1626 W. Princeton Ave  
Fresno, CA 93705

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**Directors Present**

B. De Vore (remote), D. Huff, E. Gonzalez, I. Green (remote), K. Thomas (remote), R. Quinto (remote), S. Barton

**Directors Absent**

*None*

**Ex Officio Members Present**

A. Breuer, J. Weber (remote), R. Golden

**Non Voting Members Present**

A. Breuer, J. Weber (remote), R. Golden

**Guests Present**

E. Ewing II, J. Xiong (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 Monday Dec 5, 2022 at 5:03 PM.

**B. Roll Call**

**C. Pledge of Allegiance**

Pledge of Allegiance led by Dr. Huff.

**D. Approval of the Agenda**

D. Huff made a motion to approval of the Agenda.

S. Barton seconded the motion.

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

**E. Closed Session**

**F. Public Comment**

**II. Consent Agenda**

**A. Oct 27, 2022 Board Meeting Minutes Draft**

D. Huff made a motion to approve the minutes from GCA Board of Trustees Meeting on 10-27-22.

I. Green seconded the motion.

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

**Roll Call**

R. Quinto Aye

I. Green Aye

B. De Vore Aye

E. Gonzalez Aye

S. Barton Aye

K. Thomas Aye

D. Huff Aye

**B. Financial Warrants**

**C. Approval of the Consent Agenda**

I. Green made a motion to approve the Consent Agenda.

D. Huff seconded the motion.

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

**D. New Employment Contracts**

**III. Information / Discussion**

**A. Board Assessment 2022-2023**

**B. Reports and Updates**

Principal Report (Mandy Breuer, Principal)

MTSS, Quarter 2 Hustle: 4 days a week, 50 minute intervention enrichment block.

Amplify CKLA: December 1, January 5, January 12th sessions with Amplify training team. Growth target decisions for monitoring are currently in the works. Social emotional learning: Trauma-informed and restoration. Dec 1, Jan 9 trainings with our Fresno Pacific University + Fresno County Superintendent of Schools. Hired on two highly trained school counselors to provide social emotional support. Currently have two SEL partnerships with ICIS and All-4-Youth.

CEO Report (Robert Golden, President & CEO)

Current enrollment is at 263 with max enrollment at 264. Next year's enrollment will launch January 2023. Charter Growth has decided to re-invest into Golden Charter Academy, also providing funding to close escrow on the Belmont site. Silicons School has also decided to invest in GCA! Not only from a financial standpoint, but they have

also mentioned funding our 3rd and 4th grade curriculum. Eric Kendrick (Minnesota Vikings, NFL) honored Golden Charter Academy this past Sunday during cleats for cause by wearing customized GCA cleats. Kendrick also was named MVP after this Sunday's game. Estimated close of escrow for the new site will be at the end of this month.

Financial Report (Jim Weber, Charter Impact)

October 2022 Financial Report: Goal surplus for 22/23, \$790k range (17%) should stabilize cashflow in year 3. Expense forecast increased to utilize PCSGP (\$535K available). Ending fund balance forecast \$1 million plus federal support. ESSER III - \$288K through 23/24. Arts, Music and instructional materials funding available for use 23/24. Approved increases within increased revenue - PCSGP funded expansion + ELOP plan.

**C. GCA Conceptual Floor Plan**

Close of escrow for Belmont site date set for December 20, 2022.

**D. PCSD Loan Documents Discussion**

**E. Next Board Meeting**

**IV. Action Items**

**A. 1st Interim Financial Report**

D. Huff made a motion to approve 1st Interim Financial Report.  
S. Barton seconded the motion.  
The board **VOTED** to approve the motion.

**B. Revised 2022/23 Budget**

D. Huff made a motion to approve revised 2022/23 budget.  
S. Barton seconded the motion.  
The board **VOTED** to approve the motion.

**C. PCSD Loan Documents**

D. Huff made a motion to approve PCSD Loan Document Terms.  
I. Green seconded the motion.  
The board **VOTED** to approve the motion.

**D. Revised 2022/23 School Calendar**

D. Huff made a motion to approve 2022/23 School Calendar.  
S. Barton seconded the motion.  
The board **VOTED** to approve the motion.

## **V. Board Member Comments**

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

Thursday, January 5, 2023 @ 11:30 AM

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

## **VI. 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 6:34 PM.

Respectfully Submitted,  
D. Huff

# Coversheet

## Dec 12, 2022 Special Board Meeting Minutes Draft

**Section:** II. Consent Agenda  
**Item:** B. Dec 12, 2022 Special Board Meeting Minutes Draft  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:**  
Minutes for GCA Special Board of Trustees Meeting on December 12, 2022

APPROVED



**GOLDEN**  
CHARTER ACADEMY

## Golden Charter Academy

### Minutes

#### GCA Special Board of Trustees Meeting

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

Monday December 12, 2022 at 3:30 PM

##### **Location**

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

Topic: GCA Board of Trustees Regular Meetings

Time: Sept 8, 2022 05:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

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

Meeting ID: 884 1732 4062

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

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Fresno, CA 93705

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**Directors Present**

B. De Vore (remote), E. Gonzalez, I. Green (remote), S. Barton

**Directors Absent**

D. Huff, K. Thomas, R. Quinto

**Ex Officio Members Present**

R. Golden

**Non Voting Members Present**

R. Golden

**Guests Present**

E. Ewing II, J. Xiong (remote), Jim Weber (remote), Sarah Kollman (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 Monday Dec 12, 2022 at 3:33 PM.

**B. Roll Call**

**C. Pledge of Allegiance**

Pledge of Allegiance led by Dr. Gonzalez.

**D. Approval of the December 12, 2022, Special Board Meeting Agenda**

B. De Vore made a motion to approve the December 12, 2022 Special Board Meeting Agenda.

S. Barton seconded the motion.

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

**II. Action Items**

**A. Consideration and Approval of Operating Agreement of Golden Opportunity Legacy Development, LLC.**

B. De Vore made a motion to approve Consideration and Approval of Operating Agreement of Golden Opportunity Legacy Development, LLC.

S. Barton seconded the motion.

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

**B. Consideration and Approval of Filing Articles of Organization for Golden Opportunity Legacy Development, LLC.**

I. Green made a motion to Consideration and Approval of Filing Articles of Organization for Golden Opportunity Legacy Development, LLC.

B. De Vore seconded the motion.

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

**C. Consideration and Approval for PCSD Closing Loan Documents**

I. Green made a motion to Consideration and Approval for PCSD Closing Loan Document.

B. De Vore seconded the motion.

The Board approves and authorizes Robert Golden and attorney Sarah Kollman to make any final negotiation to the PCSD Closing Loan Documents.

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

**III. Board Member Comments**

**A. Next Regularly Scheduled Board Meeting**

Thursday, January 5, 2022

**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 3:57 PM.

Respectfully Submitted,

B. De Vore



# Coversheet

## New Employees Contracts

**Section:** II. Consent Agenda  
**Item:** C. New Employees Contracts  
**Purpose:** FYI

**Submitted by:**

**Related Material:**

Certificated Employment Contract (TAFATAWET WILSON), 2022-2023.pdf  
Certificated Employment Contract (NATALIE HERNANDEZ), 2022-2023.pdf  
Day to Day Certificated Substitute Contract (KATHLEEN DIAZ), 2022-2023.pdf  
Day to Day Certificated Substitute Contract (KALENE CHANTHAVISOUK), 2022-2023.pdf  
Classified Employment Contract (Samantha Whitehead), 2022-2023.pdf  
Classified Employment Contract (SHATIEYA WATSON), 2022-2023.pdf



# GOLDEN CHARTER ACADEMY

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

## **AT-WILL EMPLOYMENT AGREEMENT 2022 – 20223**

**Between**

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

**and**

**TAFATAWET WILSON**

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  
Isaiah Green*

*Golden Charter Academy  
1626 W Princeton Ave  
Fresno, CA 93705  
(559) 293-3157*



# GOLDEN

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## CHARTER ACADEMY

**ROBERT GOLDEN,  
PRESIDENT & CEO**

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Dr. Brad Huff  
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Scott Barton*

*Golden Charter Academy  
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info@goldencharteracademy.org*

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



# GOLDEN CHARTER ACADEMY

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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 **\$54,000**.

EMPLOYEE shall receive a signing bonus of **\$1890**. This bonus is contingent on completing the school year and signing intent to teach 2023-2024 school year. Bonus is to be paid on the last payroll of the contract.

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.



# GOLDEN

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## CHARTER ACADEMY

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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.

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 **January 9, 2022**. Unless terminated earlier, this



# GOLDEN

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## CHARTER ACADEMY

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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 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).



# GOLDEN

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## CHARTER ACADEMY

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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



# GOLDEN CHARTER ACADEMY

**ROBERT GOLDEN,  
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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.

**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





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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, 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

**NATALIE HERNANDEZ**

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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**BOARD OF TRUSTEES**

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Ruth F. Quinto, CPA  
Scott Barton  
Isaiah Green*

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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 **November 17, 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.

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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.

### **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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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.



# 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*

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

**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**

**KATHLEEN DIAZ**

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.
5. Employee understands that pursuant to Cal.Ed.Code sections 44830-44929 and Title 5 Cal.Code of Regulations section 80025, any person employed as a substitute or temporary basis in a position requiring certification qualifications shall possess the appropriate credential or permit authorizing his/her employment in such positions and shall meet all other requirements of law for certificated positions. All persons employed on a substitute or temporary basis in a capacity designated in his/her credential shall be required to demonstrate basic skills proficiency in reading, writing and mathematics pursuant to Cal.Ed.Code section 44252.5, unless exempted by law. [Cal.Ed.Code section 44830].
6. Employee understands that pursuant to Cal.Ed.Code section 56060, a non-credentialed person shall not substitute for any special education certificated position. Further, that pursuant to Cal.Ed.Code section 56061 a person holding a valid credential authorizing substitute teaching may serve as a substitute for a special education teacher for a period not to exceed 20 school days unless, upon application by the district, a 20-day extension is approved by the Superintendent of Public Instruction. In extraordinary circumstances the District may seek an extension longer than 20 days.

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 **SUBSTITUTE 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 will provide substitute teaching services on a day-to-day basis subject to the terms of this Employment Contract. Employee will meet and maintain all statutory, regulatory and certification requirements for an individual serving in such position and will provide documentation as may be requested.

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the Board or the SCHOOL as necessary in the SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that the SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. In addition, the EMPLOYEE



# GOLDEN CHARTER ACADEMY

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shall attend any planned SCHOOL events or training 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 the 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 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.

EMPLOYEE shall receive a day rate of **\$175.00** for day-to-day substitute teaching duties.

**D. BENEFITS**

Substitute or temporary employees are not entitled to participate in designated Employee benefit programs and plans established by the SCHOOL.

**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*



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## CHARTER ACADEMY

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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 **January 9, 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.

Employees who accept assignments are expected to serve in those assignments. If EMPLOYEE accepts a position and cannot fill that position, EMPLOYEE agrees to cancel the assignment 24-hours before the expected start time. If 24-hour notice cannot be provided, EMPLOYEE agrees to make attempts to find another individual to accept their assignment.

Employees who cancel three (3) jobs within 24-hours of the expected start time will be removed from active status in the day-to-day substitute pool for six (6) months. Employees will have the opportunity to be reactivated under the same terms of this Agreement after six



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(6) months. If after re-activation EMPLOYEE cancels two (2) jobs within a 24-hours of the expected start time, EMPLOYEE will be terminated and permanently removed from the day-to-day substitute teacher pool.

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.

### **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.
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.





# GOLDEN

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## CHARTER ACADEMY

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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**

The SCHOOL shall evaluate and assess in writing the performance of the EMPLOYEE as needed.

**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 the SCHOOL without the EMPLOYER’s express written permission.



# GOLDEN CHARTER ACADEMY

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**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 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.



# GOLDEN

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## CHARTER ACADEMY

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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**

**KALENE CHANTHAVISOUK**

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.
5. Employee understands that pursuant to Cal.Ed.Code sections 44830-44929 and Title 5 Cal.Code of Regulations section 80025, any person employed as a substitute or temporary basis in a position requiring certification qualifications shall possess the appropriate credential or permit authorizing his/her employment in such positions and shall meet all other requirements of law for certificated positions. All persons employed on a substitute or temporary basis in a capacity designated in his/her credential shall be required to demonstrate basic skills proficiency in reading, writing and mathematics pursuant to Cal.Ed.Code section 44252.5, unless exempted by law. [Cal.Ed.Code section 44830].
6. Employee understands that pursuant to Cal.Ed.Code section 56060, a non-credentialed person shall not substitute for any special education certificated position. Further, that pursuant to Cal.Ed.Code section 56061 a person holding a valid credential authorizing substitute teaching may serve as a substitute for a special education teacher for a period not to exceed 20 school days unless, upon application by the district, a 20-day extension is approved by the Superintendent of Public Instruction. In extraordinary circumstances the District may seek an extension longer than 20 days.

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 **SUBSTITUTE 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 will provide substitute teaching services on a day-to-day basis subject to the terms of this Employment Contract. Employee will meet and maintain all statutory, regulatory and certification requirements for an individual serving in such position and will provide documentation as may be requested.

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the Board or the SCHOOL as necessary in the SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that the SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. In addition, the EMPLOYEE



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## CHARTER ACADEMY

**ROBERT GOLDEN,  
PRESIDENT & CEO**

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Scott Barton  
Isaiah Green*

*Golden Charter Academy  
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Fresno, CA 93705  
(559) 293-3157*

shall attend any planned SCHOOL events or training 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 the 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 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.

EMPLOYEE shall receive a day rate of **\$175.00** for day-to-day substitute teaching duties.

**D. BENEFITS**

Substitute or temporary employees are not entitled to participate in designated Employee benefit programs and plans established by the SCHOOL.

**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*



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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 **January 9, 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.

Employees who accept assignments are expected to serve in those assignments. If EMPLOYEE accepts a position and cannot fill that position, EMPLOYEE agrees to cancel the assignment 24-hours before the expected start time. If 24-hour notice cannot be provided, EMPLOYEE agrees to make attempts to find another individual to accept their assignment.

Employees who cancel three (3) jobs within 24-hours of the expected start time will be removed from active status in the day-to-day substitute pool for six (6) months. Employees will have the opportunity to be reactivated under the same terms of this Agreement after six





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(6) months. If after re-activation EMPLOYEE cancels two (2) jobs within a 24-hours of the expected start time, EMPLOYEE will be terminated and permanently removed from the day-to-day substitute teacher pool.

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.

### **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.
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.



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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**

The SCHOOL shall evaluate and assess in writing the performance of the EMPLOYEE as needed.

**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 the SCHOOL without the EMPLOYER’s express written permission.



# GOLDEN CHARTER ACADEMY

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**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 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.



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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

**SAMANTHA WHITEHEAD**

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 **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 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 **Jan 9, 2023**. 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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## CHARTER ACADEMY

**ROBERT GOLDEN,  
PRESIDENT & CEO**

**BOARD OF TRUSTEES**

*Dr. Ed González, Chair  
Keshia Thomas, Vice Chair  
Dr. Bard De Vore  
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Isaiah Green*

*Golden 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**

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.

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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**

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

**SHATIEYA WATSON**

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 **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 **\$21.00**.  
EMPLOYEE shall receive a signing bonus of **\$750.00**. Bonus is to be paid on the last payroll of the contract.

**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.	1 year            0% 2 years            20% 3 years            40% 4 years            60% 5 years            80% 6 years            100%
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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**

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 **January 5, 2023**. 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).
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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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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.



# 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*  
*Isaiah Green*

*Golden Charter Academy*  
*1626 W Princeton Ave*  
*Fresno, CA, 93705*  
*(559) 293-3157*

**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

## Performance Bonus Resolution

**Section:** II. Consent Agenda  
**Item:** D. Performance Bonus Resolution  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** Performance Bonus Resolutio 2022-2023).pdf





# GOLDEN

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## CHARTER ACADEMY

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*Fresno, CA 93705*

*(559) 293-3157*

*info@goldencharteracademy.org*

## Performance Bonus Resolution

### **Purpose**

Due to the outstanding performance in first semester, Golden Charter Academy Certificated & Classified Staff received a \$200 performance bonus at the end of semester 1 on paycheck 12/23/2022.

# Coversheet

## Board Assessment 2022-2023

**Section:** III. Information / Discussion  
**Item:** A. Board Assessment 2022-2023  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** 2022-23 Board Assessment Report.pdf

# FY22-23 Board Assessment

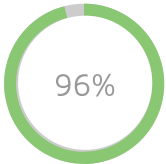
## Board Assessment Report

OPENED 10/18/2022

CEO Robert Golden

BOARD MEMBERS  
BD Bard De Vore Brad Huff Ed Gonzalez IG Isaiah Green  
Keshia Thomas Ruth Quinto SB Scott Barton

Completed



LEVEL **4**

### Advanced

- Sustainable processes
- Succession planning
- Outstanding results

LEGEND

- BOARD** Average for all participating board members
- CEO** One CEO
- One individual board member
- Insufficient Data

# Overview

	Board	CEO
Board Meetings	LEVEL 4	LEVEL 4
Board Structure	LEVEL 4	LEVEL 3
Board Composition	LEVEL 5	LEVEL 4
Board Recruitment	LEVEL 3	LEVEL 2
Board Goals & Accountability	LEVEL 2	LEVEL 1
Finance	LEVEL 3	LEVEL 1
Development	LEVEL 2	LEVEL 1
Academic Oversight	LEVEL 4	LEVEL 5
CEO Support & Evaluation	LEVEL 4	LEVEL 2
BoardSavvy CEO	LEVEL 4	LEVEL 3

# Summary

LEVEL  
1

LEVEL  
2

LEVEL  
3

LEVEL  
4

LEVEL  
5

Board Meetings			👤👤👤	BOARD CEO 👤	👤👤👤
Board Structure		👤	CEO 👤	BOARD 👤	👤👤👤👤
Board Composition				CEO 👤👤👤	BOARD 👤👤👤👤
Board Recruitment	👤	CEO 👤	BOARD 👤👤	👤	👤👤
Board Goals & Accountability	CEO 👤👤👤👤	BOARD	👤		👤👤
Finance	CEO 👤👤👤		BOARD 👤		👤👤👤
Development	CEO 👤👤👤	BOARD 👤👤		👤	👤
Academic Oversight	👤	👤	👤	BOARD	CEO 👤👤👤
CEO Support & Evaluation		CEO 👤	👤👤	BOARD	👤👤👤
BoardSavvy CEO		👤	CEO	BOARD 👤👤	👤👤👤

# Board Meetings

## Details



Yearly Meeting Plan					 
Board Meeting Agenda				 	 
Board Meeting Materials					 
Board Meeting Content	 				 
Board Meeting Facilitation					 
Board Meeting Minutes				 	 
Board Meeting Evaluation	  				
Open Meeting Law Compliance	 			 	

## Answer key for: Board Meetings

Yearly Meeting Plan	<ul style="list-style-type: none"> <li>• Annually, the board creates a board meeting calendar outlining all the board meetings, retreats, and other important board related dates for the entire year.</li> <li>• The board schedules time for deeper strategy sessions/strategic discussions throughout the year.</li> <li>• The board creates a strategic board calendar that delineates when key decisions need to be made by the board.</li> </ul>
Board Meeting Agenda	<ul style="list-style-type: none"> <li>• The board chair and the CEO work collaboratively to create each board meeting agenda.</li> <li>• They seek input on the agenda from committee chairs.</li> <li>• The board uses a consistent agenda format that delineates topic, duration, associated meeting materials, and the action that will be required.</li> </ul>
Board Meeting Materials	<ul style="list-style-type: none"> <li>• Meeting materials (minutes from the previous meeting, reports, financial statements, etc.) are consistently distributed at least three days in advance of the meeting.</li> <li>• Meeting materials are clearly organized, making it clear what trustees need to do to prepare for the board meeting.</li> <li>• All trustees always read the board meeting materials in advance of the meeting.</li> </ul>
Board Meeting Content	<ul style="list-style-type: none"> <li>• 90% of board meeting time is focused on setting the strategic direction of the organization, and 10% or less is focused in reacting to immediate issues.</li> <li>• Board meeting presentations/discussions are primarily lead by committee chairs rather than being dominated by the CEO.</li> <li>• Committees report out only when there is something strategic to discuss (as opposed to an agenda of standard committee reports).</li> </ul>
Board Meeting Facilitation	<ul style="list-style-type: none"> <li>• Board meetings run efficiently.</li> </ul>
Board Meeting Minutes	<ul style="list-style-type: none"> <li>• The board consistently takes board meeting minutes.</li> <li>• The minutes are a concise record of actions taken by the board (rather than a lengthy transcript).</li> <li>• Committees consistently take meeting minutes.</li> <li>• All minutes comply with your state's open-meeting requirements</li> </ul>
Board Meeting Evaluation	<ul style="list-style-type: none"> <li>• Board meetings are evaluated on a consistent basis.</li> </ul>
Open Meeting Law Compliance	<ul style="list-style-type: none"> <li>• All trustees have a thorough understanding of the open meetings law.</li> <li>• The board has systems in place to ensure consistent compliance with the open meeting law.</li> <li>• Annually, the board reviews the open meeting law, as a group.</li> <li>• Annually, the board's legal counsel reviews board compliance with the open meeting law.</li> <li>• Monthly, the board secretary reviews open meeting law compliance.</li> </ul>

# Board Structure

## Details



	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Bylaws					 
Job Descriptions	 				
Officers					 
Committees			 	 	



# Answer key for: Board Structure

Bylaws	<ul style="list-style-type: none"> <li>The board has a comprehensive set of bylaws.</li> <li>Annually, the board reviews the bylaws as a group.</li> <li>Each trustee has a copy of the bylaws for easy reference.</li> <li>The bylaws state clear term limits to ensure rotation of board members.</li> </ul>
Job Descriptions	<ul style="list-style-type: none"> <li>The board has a clear job description for the full board.</li> <li>Trustees receive a document that clearly outlines individual trustee performance expectations.</li> <li>Annually, the board reviews the job description and individual performance expectations.</li> </ul>
Officers	<ul style="list-style-type: none"> <li>The board has a chair, vice-chair, treasurer, and secretary.</li> <li>Each officer has the necessary skills to do the job well.</li> <li>Each officer position has a written job description that clearly articulates their roles and responsibilities.</li> <li>The board has a clear and transparent written process for nominating officers.</li> <li>There is an exemplary succession planning process for the officer positions.</li> </ul>
Committees	<ul style="list-style-type: none"> <li>There is a written job description for each board committee that has been approved by the full board.</li> <li>A full board member chairs each committee.</li> <li>A senior member of the organization’s leadership team staffs each committee.</li> <li>Each board committee has an adequate number of members to accomplish its goals.</li> <li>At a minimum, the board has a finance, development (fundraising), governance, and an academic excellence committee.</li> </ul>

## Board Composition Details

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Board Size	BOARD CEO 👤 👤 👤 👤 👤 👤 👤				
Previous Governance Experience	👤 👤 👤	BOARD			CEO 👤 👤 👤 👤
Skills and Expertise	CEO 👤				BOARD 👤 👤 👤 👤 👤 👤
Diversity		👤			BOARD CEO 👤 👤 👤 👤 👤 👤
Level of Objectivity				CEO 👤 👤	BOARD 👤 👤 👤 👤 👤

**Answer key for: Board Composition**

Board Size	<ul style="list-style-type: none"> <li>• 11 to 15 trustees</li> </ul>
Previous Governance Experience	<ul style="list-style-type: none"> <li>• 75% or more of the board have previous governance experience</li> </ul>
Skills and Expertise	<ul style="list-style-type: none"> <li>• 100% of the skills needed to govern effectively</li> </ul>
Diversity	<ul style="list-style-type: none"> <li>• Board membership reflects the broadest level of ethnic, racial, gender, and geographical diversity.</li> <li>• The diversity of board members heightens the credibility of the board in the broader community's eyes.</li> </ul>
Level of Objectivity	<ul style="list-style-type: none"> <li>• The board is able to maintain a very high level of objectivity when governing because: <ul style="list-style-type: none"> <li>◦ No trustees have any personal or business ties with the CEO, staff, or each other that could result in a conflict of interest (real or perceived) during decision-making.</li> <li>◦ Less than 25% of the board members are parents of students currently enrolled in the school.</li> <li>◦ The CEO is the only employee of the organization that is a member of the board.</li> </ul> </li> </ul>

# Board Recruitment

## Details



	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Recruitment Plan	BOARD CEO 👤 👤 👤 👤 👤 👤				👤
Recruitment Process	👤	CEO 👤	BOARD	👤 👤 👤	👤 👤
Board Recruitment Pipeline	BOARD CEO 👤 👤 👤 👤 👤				👤 👤
Role of the CEO in Board Recruitment					BOARD CEO 👤 👤 👤 👤 👤 👤 👤
Orientation	BOARD CEO 👤 👤 👤 👤				👤 👤 👤

# Answer key for: Board Recruitment

Recruitment Plan	<ul style="list-style-type: none"> <li>The board has a targeted three-year profile of the skills and expertise that will be need on the board.</li> <li>The board has a targeted annual board recruitment plan.</li> </ul>
Recruitment Process	<ul style="list-style-type: none"> <li>When recruiting new trustees, the board formally assesses:                             <ul style="list-style-type: none"> <li>Each candidate's skill set to ensure a good fit with the board</li> <li>Whether the candidate truly has enough time to serve on this type of board (i.e., 6 to 10 hours a month)</li> <li>The candidate's philosophical alignment with the school's mission</li> <li>The candidate's ability to participate in group process</li> </ul> </li> <li>The board requires a trial period for board candidates by having them serve on a board committee prior to being nominated to the full board.</li> <li>The selection process consistently adheres to a board approved nominating policy and process.</li> <li>There is a standard list of questions asked of all candidates.</li> <li>The strength of each candidate is evaluated numerically on a standard candidate-ranking sheet or scorecard.</li> </ul>
Board Recruitment Pipeline	<ul style="list-style-type: none"> <li>Non-board members serve on each board committee.</li> </ul>
Role of the CEO in Board Recruitment	<ul style="list-style-type: none"> <li>The CEO:                             <ul style="list-style-type: none"> <li>Actively participates in the creation of the long-term board recruitment plan.</li> <li>Devotes significant time to helping identify, screen, and orient new trustees.</li> <li>Sees board recruitment as a vital leadership role, as the organization's CEO.</li> </ul> </li> </ul>
Orientation	<ul style="list-style-type: none"> <li>New trustees receive an effective orientation.</li> </ul>

## Board Goals & Accountability

### Details

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Board Goals	CEO 👤👤👤👤	BOARD 👤	👤	👤	👤
Accountability	CEO 👤👤👤👤	BOARD 👤	👤		👤👤

## Answer key for: Board Goals & Accountability

Board Goals	<ul style="list-style-type: none"><li>• The board has a clear set of goals for the year that clearly delineates how the board will add value to the organization.</li><li>• The board has an effective and consistent process to measure progress towards achieving annual board goals.</li><li>• Each board committee has a set of annual goals and an action plan that aligns with the overall board goals for the year.</li><li>• Substantive committee work happens in between board meetings.</li></ul>
Accountability	<ul style="list-style-type: none"><li>• Board members are aware of the time commitment expected to be an effective board member.</li><li>• Each board member is held to the same standards.</li><li>• 100% of the board members actively contribute to the success of the board.</li><li>• There is a clear, transparent system to hold each board member accountable for contributing to the group and following through on expectations outlined in the trustee job description.</li><li>• The work of the full board is evaluated on an annual basis.</li><li>• The work of individual trustees is evaluated on an annual basis.</li><li>• An annual individual trustee performance evaluation is used to determine who should be invited to continue to serve on the board.</li></ul>

# Finance

## Details

LEVEL 1

LEVEL 2

LEVEL 3

LEVEL 4

LEVEL 5

Financial Oversight		CEO			BOARD 👤👤👤👤👤👤
Financial Policies and Procedures	BOARD CEO 👤👤👤👤				👤👤👤
Financial Controls	CEO 👤👤		BOARD 👤	👤	👤👤👤
Financial Reports	CEO 👤👤👤		BOARD 👤		👤👤👤
Developing Realistic Budgets		CEO 👤			BOARD 👤👤👤👤👤👤
Board Education	👤	CEO 👤👤👤👤	BOARD		👤👤
Annual Audit/990	BOARD CEO 👤👤👤👤👤👤				👤
Financial Compliance	👤👤			BOARD CEO	👤👤👤👤👤
Support of the CEO	CEO 👤👤👤👤	BOARD			👤👤👤

**Answer key for: Finance**

Financial Oversight	<ul style="list-style-type: none"> <li>All trustees have a clear understanding of the economics of your charter organization, including the budget and short- and long-term financial outlook.</li> <li>The board has a clear and consistent process for articulating priorities and mapping financial allocations to them.</li> </ul>
Financial Policies and Procedures	<ul style="list-style-type: none"> <li>There is a Financial Policies and Procedures (FPP) manual that is annually revised and reviewed by the Finance Committee.</li> <li>The Financial Policies and Procedures (FPP) manual meets and exceeds your charter authorizer's recommended standards.</li> </ul>
Financial Controls	<ul style="list-style-type: none"> <li>The books are closed on a timely basis each month, quarter, and year, without exception.</li> <li>The board's auditors are 100% comfortable with the internal controls (and compensating controls when you do not have enough staff members to divide up the duties).</li> <li>The board-approved financial-control policies provide meaningful checks and balances, which are followed consistently, without exception.</li> </ul>
Financial Reports	<ul style="list-style-type: none"> <li>Once a year, the CEO and the Finance Committee come to an agreement on what types of financial reports will be prepared for board review on an annual, quarterly, and monthly basis.</li> <li>Monthly, the board receives accurate financial reports that include projections through the end of the fiscal year each month or quarter.</li> <li>The financial reports allow the board to track the organization's financial position.</li> <li>Monthly, the Finance Committee reviews financial reports.</li> <li>The Finance Committee always make inquires into and understands the causes of any meaningful variances from the organization's projected budget.</li> </ul>
Developing Realistic Budgets	<ul style="list-style-type: none"> <li>Annually, there is a multi-year budget that has been approved by the full board and is revised and re-approved by the board.</li> <li>There is a strong annual budgeting process that involves a healthy dialogue between the CEO and both the Finance Committee and the full board about resource allocation priorities.</li> <li>The annual budgeting process gets completed in time for the CEO to make strategic hiring and programmatic decisions for the next year.</li> </ul>
Board Education	<ul style="list-style-type: none"> <li>Each trustee is well-versed in the key drivers and sources of revenues for your organization, and the related cash flows.</li> <li>The full board is annually trained by the Finance Committee to read, understand, and interpret the main points of the financial reports.</li> <li>The Finance Committee leads a portion of the new trustee orientation, orienting them to the organization's short and long-term financial health and training them on how to read and interpret financial reports.</li> </ul>
Annual Audit/990	<ul style="list-style-type: none"> <li>The organization always, without exception, receives an unqualified opinion and very few or no recommendations in the audit's management letter.</li> <li>If/when recommendations are received; they are always resolved and noted as completed in the subsequent management letter, without exception.</li> <li>The organization's completed 990 is reviewed/signed off by the Finance Committee and sent to the IRS on a timely basis, and shared annually with the full board, always and without exception.</li> </ul>
Financial Compliance	<ul style="list-style-type: none"> <li>The board is 100% confident that the organization's management team is properly handling restricted grants.</li> <li>The management provides the Finance Committee with a detailed checklist of all of management's deliverables and reports to various agencies, authorizers, and auditors.</li> <li>The Finance Committee annually confirms that the deliverables and reports to various agencies, authorizers, and auditors are completed/submitted accurately and on a timely basis.</li> </ul>

Support of the  
CEO

- The Finance Committee has an outstanding relationship with the CEO, and is it able to actively help her/him develop their skills in overseeing the financial health of the organization.
- Recognizing that the members of the Finance Committee typically have more financial experience than the CEO, the Finance Committee annually helps the CEO assess whether the organization has an adequate number of staff members supporting the operational and financial needs of the organization.
- Annually, the Finance Committee assists the CEO in setting strategic goals about:
  - Strengthening the staffing that supports the smooth finance and operations of the school
  - Strengthening the financial systems of the organization



# Development

## Details



Philosophical Alignment	 			 	
Strategic Fund Development Plan	  				
Accountability	  				
Board Training	  				

## Answer key for: Development

Philosophical Alignment	<ul style="list-style-type: none"> <li>The board and the CEO are philosophically aligned about the role of the board in fundraising.</li> <li>There are written expectations outlining the role of trustees in fundraising that are agreed to annually and understood and accepted by all trustees.</li> <li>The board has discussed subsidizing the public funding of the organization with private funds and is in agreement about how much to raise, why it is to be raised, and over what period of time.</li> </ul>
Strategic Fund Development Plan	<ul style="list-style-type: none"> <li>There is a board approved, written, multi-year fund development plan.</li> <li>The multi-year fund development plan is realistic.</li> <li>All trustees understand the strategic fund development plan.</li> <li>The strategic fund development plan clearly delineates the role of the full board, the development committee, the CEO, and the development staff (if they exist) in achieving the plan.</li> <li>There are adequate staff and financial resources to achieve the strategic fund development plan.</li> </ul>
Accountability	<ul style="list-style-type: none"> <li>All trustees feel the fundraising expectations placed on trustees is realistic.</li> <li>There is an effective system in place for holding each trustee accountable to completing the fundraising tasks to which he or she has committed.</li> </ul>
Board Training	<ul style="list-style-type: none"> <li>There is a comprehensive board training and education program in place to help trustees be more effective at completing their fundraising assignments.</li> </ul>

## Academic Oversight

### Details



	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Clarity of Vision			 		 
Roadmap					  
Charter Obligations					 
Standardized Testing					  
Comparative Data					  
Board Education	  				

**Answer key for: Academic Oversight**

Clarity of Vision	<ul style="list-style-type: none"> <li>• Each trustee understands what academic excellence means at your organization.</li> <li>• The board and the CEO have a written, shared definition of academic excellence.</li> </ul>
Roadmap	<ul style="list-style-type: none"> <li>• There is a clear understanding between the board and the CEO about what the organization is doing towards reaching its defined vision of excellence.</li> <li>• The board and the CEO agree on the next key steps the organization will take this year to get closer towards this vision.</li> </ul>
Charter Obligations	<ul style="list-style-type: none"> <li>• The full board knows the key academic promises that have been made to your authorizer in your charter.</li> <li>• There is a clear and consistent way to measure progress towards reaching the academic goals spelled out in the charter(s) and the accountability plan(s).</li> </ul>
Standardized Testing	<ul style="list-style-type: none"> <li>• All trustees know which standardized tests are administered at the school.</li> <li>• All trustees understand what each standardized test measures.</li> <li>• The board receives clear and consistent reporting on standardized test results.</li> <li>• Each trustee knows if interim assessments are administered at the school.</li> <li>• The board receives clear and consistent reporting on interim test results.</li> </ul>
Comparative Data	<ul style="list-style-type: none"> <li>• The CEO compares the organization's academic results with the results of the district.</li> <li>• The CEO compares the organization's academic results with the results of comparative charter schools.</li> <li>• The CEO has identified a successful school to benchmark against with the goal to meet or exceed that school's results.</li> </ul>
Board Education	<ul style="list-style-type: none"> <li>• The board has an Academic Excellence Committee that helps the board conduct effective oversight of the academic program.</li> <li>• The Academic Excellence Committee works closely with the CEO to design an annual program that educates the board about key strategies to close the achievement gap/deliver academic excellence, as well as other unique aspects of the organization's mission.</li> </ul>

# CEO Support & Evaluation

## Details

LEVEL  
1

LEVEL  
2

LEVEL  
3

LEVEL  
4

LEVEL  
5

Governance/Management				 	 
Partnership with CEO					 
CEO Evaluation	 				
CEO Support					 

**Answer key for: CEO Support & Evaluation**

Governance/Management	<ul style="list-style-type: none"> <li>• The full board is clear about the key organizational decisions that need to be made this year.</li> <li>• Each trustee is clear about their role as a board member vs. the role of the CEO in making these decisions.</li> <li>• Each board committee has a chart that describes the responsibilities of the full board, the committee, and the CEO.</li> </ul>
Partnership with CEO	<ul style="list-style-type: none"> <li>• There is a strong working relationship with the CEO, built on mutual trust and respect.</li> <li>• There is a strong partnership between the board chair and the CEO.</li> <li>• The board chair and CEO communicate effectively with each other on a regular basis.</li> </ul>
CEO Evaluation	<ul style="list-style-type: none"> <li>• Annually, the board approves clear performance metrics for the CEO.</li> <li>• There is a clear and consistent process for evaluating the CEO on an annual basis.</li> <li>• The CEO has an up-to-date job description.</li> <li>• Annually, the board partners with the CEO to objectively gauge parent satisfaction.</li> <li>• Annually, the board partners with the CEO to objectively gauge teacher satisfaction.</li> </ul>
CEO Support	<ul style="list-style-type: none"> <li>• The board has a clear and consistent process for providing coaching, feedback, and support to the CEO.</li> <li>• The full board speaks with one voice to the CEO regarding their performance (expectations and implementation).</li> </ul>

# BoardSavvy CEO

## Details












LEVEL  
1

LEVEL  
2

LEVEL  
3

LEVEL  
4

LEVEL  
5

Governance Knowledge			 		 
Governance Prioritized		 			 
Board Education				 	 
Setting Strategic Direction		 			 
Communication				 	 
Succession Planning	  				

## Answer key for: BoardSavvy CEO

<p>Governance Knowledge</p>	<ul style="list-style-type: none"> <li>• A BoardSavvy CEO:             <ul style="list-style-type: none"> <li>◦ Has a strong understanding of effective governance best practice</li> <li>◦ Annually completes professional development on governance</li> <li>◦ Reads extensively about board governance issues</li> <li>◦ Serves on another board outside of his or her organization</li> </ul> </li> </ul>
<p>Governance Prioritized</p>	<ul style="list-style-type: none"> <li>• A BoardSavvy CEO:             <ul style="list-style-type: none"> <li>◦ Sees developing and maintaining the board as one of his or her primary responsibilities</li> <li>◦ Devotes significant time to helping the board run effectively</li> <li>◦ Ensures that each board committee is appropriately staffed, either by the CEO or another senior staff member</li> <li>◦ Includes governance training as a key component of professional development for senior staff</li> </ul> </li> </ul>
<p>Board Education</p>	<ul style="list-style-type: none"> <li>• A BoardSavvy CEO:             <ul style="list-style-type: none"> <li>◦ Systematically and continually educates the board about key elements of running an exceptional charter school or network of schools</li> <li>◦ Educates the board about the key issues the charter authorizer uses to judge the organization's performance</li> <li>◦ Educates the board about the charter renewal process</li> <li>◦ Educates the board about state and national measures of academic success</li> </ul> </li> </ul>
<p>Setting Strategic Direction</p>	<ul style="list-style-type: none"> <li>• A BoardSavvy CEO:             <ul style="list-style-type: none"> <li>◦ Has a clear strategic vision for the organization</li> <li>◦ Assists the board in clarifying the most important things they can do to help achieve the strategic vision</li> </ul> </li> </ul>
<p>Communication</p>	<ul style="list-style-type: none"> <li>• A BoardSavvy CEO:             <ul style="list-style-type: none"> <li>◦ Communicates clearly and effectively with the board</li> <li>◦ Always sends out clear, well-organized materials in advance of the board meeting</li> <li>◦ Provides the board with annual metrics on which to measure their individual and organization-wide performance</li> </ul> </li> </ul>
<p>Succession Planning</p>	<ul style="list-style-type: none"> <li>• A BoardSavvy CEO:             <ul style="list-style-type: none"> <li>◦ · Partners with the board to develop an agreed upon a short-term/emergency succession plan for the CEO position, that is well documented and reviewed annually</li> <li>◦ · Annually discusses long-term succession management plan for the organization with the board</li> </ul> </li> </ul>

*Please provide any additional comments, questions and concerns.*

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Several questions were not well written. If the answer to the first question was "no" the next questions were irrelevant.

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I wish the multiple choice options had included "Sometimes" and "Not Applicable." It was difficult to answer everything as a "Yes", "No", and "I Don't Know." We are only in our second year, so some of the questions are a bit premature for us.

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As a new school topics like succession planning, annual reporting, and development have not been the highest priorities, but as we enter our second year of operation, we can start addressing these important topics.

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We have made significant progress this past year...tremendous progress for a new charter during an unprecedented time recovering from a pandemic and all of the challenges thrust upon society and education specifically. However, we still have important strategic planning items to be completed. Looking forward to another exciting year!

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Generated on Jan 4, 2023 at 2:22 PM PST by Eric Ewing II



# Coversheet

## Fundraising Plan

**Section:** III. Information / Discussion  
**Item:** D. Fundraising Plan  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** Golden Charter Academy Campaign Rev 122322[1].pdf



## GOLDEN CHARTER ACADEMY

Proposal for

---

### *Action Plan for a Fundraising Campaign*

December 23, 2022

**ENERGY AND IDEAS  
FOR A BETTER WORLD.**

The Phoenix Philanthropy Group, Inc.  
[www.PhoenixPhilanthropy.com](http://www.PhoenixPhilanthropy.com)

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3301 East Glenrosa Avenue  
Phoenix, Arizona 85018

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3910 Haines Street, #201  
San Diego, CA 92109

## INTRODUCTION

In the spring of 2021, The Phoenix Philanthropy Group collaborated with the leadership and volunteers of the Golden Charter Academy to create a list of fundraising opportunities connected with the opening of the Academy and the construction of a new, state-of-the-art school site. The items on the list of opportunities have resonated well internally.

The Academy is now open, with its first students enrolled in TK-3<sup>rd</sup> grade classes. Plans for the new building, located across the street from the Fresno Chaffee Zoo, are being finalized. It is now time to prepare for, plan, and launch a capital campaign with an estimated goal of \$50 million. This includes an immediate goal of \$20 million for capital construction for a new classroom building and a longer-term, proposed goal of up to \$30 million for an endowment to support ongoing, future operations. This proposed campaign will ensure that the building will be a world-class facility and that there will always be funds on hand to operate the Academy, allowing it to achieve its vision and mission.

There are three principal objectives of the partnership between the Golden Charter Academy and Phoenix Philanthropy.

- Provide hands-on support for fundraising to raise capital funds to construct the new building.
- Assess the market potential for and begin planning a concurrent or future endowment campaign, the proceeds of which will provide operating support once the building is complete.
- Assist in the creation of an internal fundraising infrastructure as fundraising and the number of prospects, donors, and gifts increase.

To achieve this, we propose the following scope of work.

## THE CAMPAIGNS FOR CAPITAL CONSTRUCTION AND ENDOWMENT

Unlike the typical comprehensive campaign that encompasses a wide variety of priorities, this is initially a capital campaign focusing almost exclusively on raising funds for the construction of a new TK-8<sup>th</sup> grade school. There is a sense of urgency to start raising funds as soon as possible. Architectural planning is well underway, with naming opportunities identified for the various elements in the building. Campaign priorities and goals have already been determined.

As fundraising for the building commences, we will also assess the potential and prepare for a proposed endowment campaign that may be conducted concurrently with – or after –the building campaign.

### Create Campaign Case for Support and Finalize Naming Opportunities

The campaign case for support will articulate the vision for the Academy and the campaign and reflect the goals of the Academy's strategic plan. It will communicate the vital contributions the Academy makes to the community – today, but most importantly, in the future – and the benefit of investment. The case will be visually appealing and contain artist renderings for the building, floor plans, and identified spaces appropriate for naming opportunities. As a part of developing the case for support, we will finalize the naming opportunities created in draft form by Phoenix Philanthropy Senior Consultant Peter Smits.

## Create, Recruit, and Engage Campaign Volunteer Leadership

We recommend that a small, yet influential volunteer committee be established to advise on prospect development, make connections with wealthy individuals and organizations, provide energy and enthusiasm to the fundraising campaign, and partner with Robert Golden on his fundraising activities. Phoenix Philanthropy will work with leadership to identify, recruit, engage, and manage campaign volunteers.

## Guide Prospect Development

The Phoenix Philanthropy Group will work with Robert Golden, volunteer leadership, and others as appropriate in the ongoing development and management of lists of qualified, high-potential, individual and institutional donor prospects that will be appropriate for leadership investments and the enhanced fundraising expectations associated with the campaign. This will include an appropriate level of prospect screening and research when necessary.

We will partner with Robert and others and lead the development and execution of strategies to identify, qualify, cultivate, solicit, and steward high-potential prospects. When our presence adds value to the conversation, Richard Tollefson or Peter Smits will be available to attend prospect and donor meetings with Robert Golden.

## Develop the Campaign Fundraising Plan

We will advise on funding priorities and timelines that will impact the overall campaign goal and fundraising strategies going forward. To ensure the campaign and its volunteer leadership are guided by a consistent roadmap toward fundraising success, we will lead the creation, implementation, and execution of a detailed, actionable campaign fundraising plan. The plan will include the goals, strategies, tactics, timelines, and anticipated outcomes for the Academy's campaign and operational fundraising.

## Develop the Campaign Communications Plan

Together with Robert Golden and volunteer leadership, we will develop and help guide the implementation of a comprehensive campaign communications plan, strategy, and timeline, including identifying optimal themes and messages, campaign collateral materials, and communication tools. Please note, Phoenix Philanthropy does not provide graphic design, printing, web development or related services, but we can assist in the management of these outsourced functions.

## Conduct Training and Coaching

Phoenix Philanthropy will partner with Robert, volunteer leadership, and Academy staff to facilitate implementation of the campaign plan through fundraising training and coaching focusing on those functions most important to fundraising success – prospect and donor relationship management, including the identification, qualification, cultivation, solicitation, and stewardship of leading prospects; articulating the case for support; and the roles and responsibilities of volunteer leaders and staff.

## Campaign Management Activities

In addition to those components and functions listed above, Phoenix Philanthropy will lead the following campaign management activities:

## Golden Charter Academy

- Manage the execution and ongoing evaluation of the campaign plan.
- Provide management and oversight of prospect and donor relationship management processes, activities, and reports.
- Guide executive and volunteer cultivation, solicitation, and stewardship activities.
- Help drive campaign communications and the development of campaign collateral.
- Help manage volunteer committee meetings and activities.
- Provide and present campaign reports to Academy leadership.
- Manage a process to identify, establish goals for, and seek funding for operational initiatives consistent with the Academy's mission and vision, complementary to the campaign, and attractive to external donors.
- Ensure the foundation is built – and maintained – for long-term fundraising success.

## BUILDING A FUNCTIONING DEVELOPMENT PROGRAM

### Guide the Development and Implementation of the Operational Infrastructure Needed for Accountable Fundraising and Campaign Management

Because of the proposed size and scope of the campaign, it is critical that, in the future, internal fundraising operational resources and infrastructure are ultimately in place and scalable as fundraising and the related number of prospects, donors, and gifts increase. This is necessary to ensure effective relationship management with prospects and donors, as well as financial responsibility, accountability, and transparency.

The Phoenix Philanthropy Group will assess which operational resources and infrastructure can be developed over time. We will outline the needed resources and timeline for implementation in a proposed operational framework. Once completed, we will assist leadership as they create a development department focused and prepared for a future, more comprehensive fundraising program. In partnership with staff, we will:

- Determine the staff needed to mount and launch the campaign; outline the organizational structure and create position descriptions; and help guide recruitment and onboarding of staff.
- Prepare existing staff for their roles in major gift prospect development and fundraising.
- Review and refine priorities and goals for this campaign, as well as future operational fundraising.
- Help create systems that support fundraising, including:
  - Prospect and donor relationship management, tracking, and reporting.
  - Prospect and donor research, screening, rating, and qualification.
  - Data and information management.
  - Policies and procedures for gift and pledge processing; donor acknowledgment, recognition, stewardship, and accountability; gift acceptance; and investment management.
  - Performance reporting related to funds raised, prospect and donor relationships managed, and other performance indicators.
  - Prepare a long-term budget to support increased and ongoing fundraising efforts.

## TIMELINE AND FEES

The Phoenix Philanthropy Group proposes an engagement of approximately 20 months, beginning in January 2023. The fees for our engagement as outlined above is \$196,000.00.

A general rule is that campaign costs equal approximately 10%-20% of the overall campaign goal. The more sophisticated and mature the fundraising operation, the lower the percentage. The first year of the campaign is usually the costliest. The 10%-20% includes additional staff, wealth screening, collateral and promotional materials, cultivation activities, contingencies, marketing needs, and consulting fees. The cost for counsel is generally equal to approximately 3%-7% of the overall campaign goal. If there is no or limited staff, the cost of counsel may increase above the 7%. We anticipate that the cost for counsel for this project as outlined above will be 1% of the overall campaign goal.

A Project Management Worksheet (PMW) outlining responsibilities of Phoenix Philanthropy consultants and Golden Charter Academy leadership and staff will be developed and shared at the beginning of the project. Should the parameters of the project or consultancy change significantly from those outlined in this proposal or the PMW, or should unforeseen complexities require a significant number of additional workdays to be dedicated to the project, The Phoenix Philanthropy Group reserves the right to seek a renegotiation of contract terms.

Fees do not include travel expenses, including airfare, accommodations, ground transportation, meals, mileage and/or parking; or administrative costs such as duplication of documentation in preparation for meetings.

## THANK YOU

In the 18 years since our founding, Phoenix Philanthropy has successfully guided numerous organizations through the campaign process, building a level of expertise and capacity that results in long-term stability and strength for our clients.

We believe that the Golden Charter Academy will be no different. It is obvious that the Academy is an innovative organization whose strength lies in the passion you have for your mission and your drive to serve your students and the local community. It is this energy and commitment that gives us confidence that – despite your limited staff – you will be able to tackle the challenge of a major campaign. As you do so, The Phoenix Philanthropy Group will be there with you every step of the way.

Thank you for this opportunity to partner with you. If you have any questions, please let us know.

# Coversheet

## Consideration and Approval of Campus Coordinator Job Description and Salary

**Section:** IV. Action Items  
**Item:** A. Consideration and Approval of Campus Coordinator Job Description  
and Salary  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Classified Employment Contract, 2022-2023, Exhibit A (Campus Coordinator).pdf



# GOLDEN 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, CPA*

*Scott Barton*

*Isaiah Green*

*Golden Charter Academy*

*1626 W Princeton Ave*

*Fresno, CA 93705*

*(559) 293-3157*

*info@goldencharteracademy.org*

### Campus Coordinator

Department: Administration  
Supervisor: Chief Executive Officer  
Status: Full-Time, Non-exempt  
Salary: Begins at \$32,996 (18.25) – \$53,643.36 (29.67)  
Reporting Days: 231 (Start 7/11/2022 – 6/23/2023 Stop)  
Hours: Monday – Friday, 8:00 a.m. – 5:00 p.m.

The Campus Coordinator will be responsible for overseeing the day-to-day operations of the campus. The Campus Coordinator will work with a team of staff members to ensure that everything runs smoothly, and students have a positive experience while on campus.

The Campus Coordinator may also be tasked with developing new programs or initiatives to help improve the overall student experience. This might include anything from creating new clubs or organizations to planning events or activities.

To perform the job successfully, an individual must be able to satisfactorily perform each essential duty. The requirements listed on the job description are representative of the knowledge, skills and abilities required.

### RESPONSIBILITIES

The following is a list of duties that are representative of the position and include but are not limited to:

- Managing the day to day operations of the student organizations within a specific campus or school while providing guidance to new members
- Coordinating meetings with other staff members and students to discuss upcoming events, activities, and programs
- Coordinating student activities with other departments within GCA to ensure that all activities are in compliance with school policies
- Working with student organizations to organize events such as dances, fundraisers, and social gatherings
- Attend meetings with student leaders to discuss issues or concerns about campus life
- Coordinating with school administration to plan new initiatives or changes to existing programs
- Serving as a liaison between students and campus.
- Participate in available training to meet new safety and/or technology standards
- Attend meetings related to assignment

Position: CAMPUS COORDINATOR

At-Will Classified Employment Agreement, Exhibit A

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EMPLOYEE Initials

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- Model a personal code of ethics aligned with GCA Mission and Vision
- Performs other related duties as assigned.

### REQUIRED SKILLS AND ABILITIES

- Excellent verbal and written communication skills
- Proficient in Microsoft Office Suite or related software
- Superior interpersonal skills and ability to work extremely well as part of a team.
- Ability to work well under pressure and manage sensitive or controversial subjects with tact, kindness, and professionalism.
- First Aid/CPR may be required

### EDUCATION AND EXPERIENCE

- Associate's degree preferred
- Experience working with a team.
- Experience managing, preparing, and organizing.
- Communication with speech, writing or other methods.
- Problem-solving: As a campus coordinator, you may be responsible for resolving conflicts.

### PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT

- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position
- Physical stamina sufficient to sustain light to medium physical labor for up to 8 hours, sit and/or walk for prolonged periods of time
- Physical mobility sufficient to move about the work environment (office, district, school site to site) for sustained periods of time on hard flooring, climb slopes, stairs, ramps, and to respond to emergency situations
- Physical strength sufficient to periodically lift and/or carry 15 pounds of materials or supplies; occasionally lift 40 or more pounds with assistance
- Indoor/outdoor work environment

Position: CAMPUS COORDINATOR

At-Will Classified Employment Agreement, Exhibit A

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EMPLOYEE Initials

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