



## Golden Charter Academy

### GCA Board of Trustees Meeting

Published on November 30, 2022 at 11:12 AM PST  
Amended on December 2, 2022 at 10:14 AM PST

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#### Date and Time

Monday December 5, 2022 at 5:00 PM PST

#### 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)

Join Zoom Meeting

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

Meeting ID: 884 1732 4062

One tap mobile

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Meeting ID: 884 1732 4062

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

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**Agenda**

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>5:00 PM</b>
<b>A.</b> Call the Meeting to Order			
<b>B.</b> Roll Call			
<i>Board of Trustees Members</i>			
Dr. Ed González, Board Chair			
Keshia Thomas, Vice Chair			
Dr. Brad Huff			
Dr. Bard De Vore			
Ruth Quinto			
Scott Barton			
Isaiah Green			
 <i>Corporate Officers</i>			
Robert Golden			
Martha Arellano			
<b>C.</b> Pledge of Allegiance			
<b>D.</b> Approval of the Agenda	Vote		
<b>E.</b> Closed Session	Discuss		15 m
Specified Personnel Matters			
Student Discipline			
<b>F.</b> Public Comment			
This portion of the meeting is set aside for members of the audience to make comments or raise issues that are not specifically on the agenda or items that may be on the agenda. Each presentation will be limited to three (3) minutes per person and the total time allotted to non-agenda items in accordance with the Brown Act, there			

	Purpose	Presenter	Time
<p>shall be no action taken, nor should there be comments on, responses to, or discussion of a topic not on the agenda. Board members may: (1) acknowledge receipt of information/report; (2) refer to staff with no direction as to action or priority; or (3) refer a matter to another agenda. The Board is not obligated to make comments.</p>			

<b>II. Consent Agenda</b>			<b>5:15 PM</b>
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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.

- |  |                    |
|--|--------------------|
| <b>A.</b> Oct 27, 2022 Board Meeting Minutes Draft | Approve<br>Minutes |
| <b>B.</b> Financial Warrants                       | Vote               |
| <b>C.</b> Approval of the Consent Agenda           | Vote               |
| <b>D.</b> New Employment Contracts                 | FYI                |
| New School Counselors                              |                    |
| New Teacher  |                    |
| New Learning Guides                                |                    |

<b>III. Information / Discussion</b>			<b>5:15 PM</b>
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<b>A.</b> Board Assessment 2022-2023	Discuss	Mike Mizzoni	5 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)<br/>Quarter 1 Academic Update</li> <li>2. CEO Report (Robert Golden, President &amp; CEO)<br/>Enrollment and Operations Update</li> </ol> |         |  |      |

	Purpose	Presenter	Time
3. Financial Report (Jim Weber, Charter Impact) Monthly Financial Update			
C. GCA Conceptual Floor Plan Permanent facility plans.	FYI		5 m
D. PCSD Loan Documents Discussion	Discuss		5 m
E. Next Board Meeting Jan 5th 11:30 ?	Discuss		
<b>IV. Action Items</b>			<b>5:45 PM</b>
A. 1st Interim Financial Report	Vote		5 m
B. Revised 2022/23 Budget	Vote		5 m
C. PCSD Loan Documents	Vote		5 m
D. Revised 2022/23 School Calender	Vote		5 m
A change was made to February. The holiday was posted on the 6th, but should have been posted on the 13th.			
<b>V. Board Member Comments</b>			<b>6:05 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.			
A. Next Regularly Scheduled Board Meeting Thursday, Jan 5, 2023	FYI		
B. Suggested Agenda Items	Discuss		5 m
<b>VI. Closing Items</b>			<b>6:10 PM</b>
A. 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

## Oct 27, 2022 Board Meeting Minutes Draft

**Section:** II. Consent Agenda  
**Item:** A. Oct 27, 2022 Board Meeting Minutes Draft  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for GCA Board of Trustees Meeting on October 27, 2022

APPROVED



**GOLDEN**  
CHARTER ACADEMY

## Golden Charter Academy

### Minutes

#### GCA Board of Trustees Meeting

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

Thursday October 27, 2022 at 4:30 PM

##### **Location**

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

Topic: GCA Board of Trustees Regular Meetings

Time: Oct 6, 2022 05:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

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

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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 (remote), I. Green (remote), K. Thomas (remote), R. Quinto, 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 Thursday Oct 27, 2022 at 4:32 PM.

**B. Roll Call**

**C. Pledge of Allegiance**

Pledge of Allegiance led by Dr. Bard De Vore.

**D. Approval of the Agenda**

B. De Vore made a motion to approve the Agenda.

D. Huff seconded the motion.

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

**E. Public Comment**

**II. Consent Agenda**

**A. Oct 6, 2022 Board Meeting Minutes Draft**

D. Huff made a motion to approve the minutes from GCA Board of Trustees Meeting on 10-06-22.

I. Green seconded the motion.

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

## **B. Financial Warrants**

## **C. Approval of the Consent Agenda**

D. Huff made a motion to approve Cosent Agenda.

I. Green seconded the motion.

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

## **III. Information / Discussion**

### **A. Reports and Updates**

Mandy Breuer (Principal Report)

Fall 2022 Quarter 1 Dashboard Report-

NWEA Cohort Growth for all grades in math and growth for K-3rd in reading. ELA and Math, Kinder came in above norm, 1st graders showing strong growth and above norm in math. Quarter 2 response to the data is to support the sometimes 6 grader levels represented in one classroom. Custom data dashboard for real-time tracking. Next MAP assessment end of February 2023.

Robert Golden (President/CEO Report)

Shout out to C.J Jones! Happy Birthday! Enrollment update with 262 students currently enrolled. Open enrollment in Kinder and 2nd grade. Charter School Growth Fund site visit went really well on Wednesday, 10/26. They were able to tour the site and join our Kinder's Presentation of Learning at the zoo. CSGF working hand in hand with PSCD and once funding finalized and approved, we will be able to close escrow on December 17, 2022. Received grant from the NFL to provide all GCA students with new sweaters. Ever GCA open it's door last academic year, we received 1.6 million in donations and funding. NFL Steelers offered GCA a Golf Course tournament contract with all proceeds donated to GCA.

Jim Weber (Financial Report, Charter Impact)

Expense forecast increased to utilize PCSGP (\$535K available). Payment of new grants anticipated during 22/23, improving cashflow. Ending fund balance forecast \$900k+ with federal support (PCSGP amd ESSER III). Additional factoring issued on October (\$487,500 Nov, Dec, Jan). November advance forecast \$325,000. Quarterly reporting will be completed during October. Enrollment at budget, early attendance rate lower (92%). 94% ADA forecast (249.1) and rolling UPP 91.3%. LCFF is calculated at \$13,919 per ADA. LCFF forecast increased for 12.84% COLA (May budget). Ending fund balance forecast \$918k, 20% should stabilize 23/24 cashflow.

**B. Board Assessment 2022-2023**

Board Assessments are available for members to complete by Monday, 10/31. You can find this under the assessment tab on Board on Track.

**C. Board Work Shop**

Work shop for results on board profiles and board assessment. Day/time TBD.

**IV. Action Items**

**A. Declaration of Need for Fully Qualified Educators**

R. Quinto made a motion to approve Declaration of Need for Fully Qualified Educators.

D. Huff seconded the motion.

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

**B. Conflict of Interest Code 2022-2023**

R. Quinto made a motion to approved Conflict of Interest Code 22-23.

D. Huff seconded the motion.

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

**C. Liability Pre Opening Loan From CEO R. Golden**

R. Quinto made a motion to approve Liability Pre Opening Loan From R. Golden.

B. De Vore seconded the motion.

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

**V. Board Member Comments**

**A. Next Regularly Scheduled Board Meeting**

December 1, 2022 @ 5:30 PM.

**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 6:14 PM.

Respectfully Submitted,

D. Huff

# Coversheet

## Financial Warrants

**Section:** II. Consent Agenda  
**Item:** B. Financial Warrants  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Oct 2022-GCA-Board Summary.pdf



# Golden Charter Academy

Monthly Financial Presentation – October 2022

# October Highlights

## Highlights

- Board planning questions/notes for 2022/23:
  - Goal surplus for 2022/23? \$790K range (17%) should stabilize cashflow in Year 3.
  - Expense forecast increased to utilize PCSGP (\$535K available).
  - New grant awards available through 6/26 (\$113K) and 6/28 (\$388K) – defer until 2023/24?
  - Payment of new grants during 2022/23 improves cashflow.
  - Expanded Learning Program, \$444K awarded, current forecast \$175K.
- Ending fund balance forecast **\$1 million +** with federal support (PCSGP and ESSER III).
- Cash ended month **\$294K**, with \$684K receivables factored (repaid Nov-Feb).
- Additional factoring \$315K in November (repaid Mar-Apr).

## Compliance and Reporting

- Revised budget and 1<sup>st</sup> interim report presented for approval.

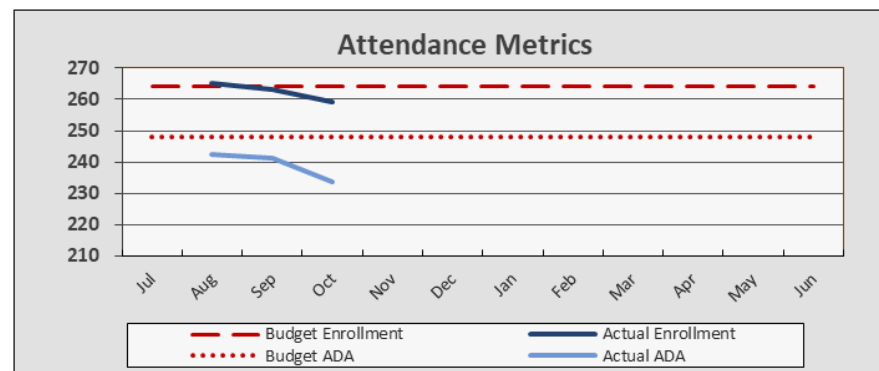


# Attendance Data and Metrics

## Enrollment and Per Pupil Data

<b>Enrollment &amp; Per Pupil Data</b>			
	<b><u>Actual</u></b>	<b><u>Forecast</u></b>	<b><u>Budget</u></b>
Average Enrollment	262	265	264
ADA	239	249	248
Attendance Rate	91.1%	94.0%	94.0%
Unduplicated %	91.3%	91.3%	95.1%
Revenue per ADA		\$21,878	\$18,260
Expenses per ADA		\$18,701	\$17,151

## Attendance Metrics



Enrollment near budget, early attendance rate lower (91%).  
 94% ADA forecast (249.1) and rolling UPP 91.3%.  
 LCFF is calculated at \$13,960 per ADA.

# Revenue – Grant Planning

- **October Updates**
  - **ESSER III - \$288K through 2023/24.**
  - **Arts, Music and Instructional Materials – \$113,459 through 6/26, defer until federal funds expended?**
  - **Learning Recovery – \$388,309 through 6/28.**

	2021/22	2022/23	2023/24	2024/25	2025/26
Arts, Music and Instructional Materials \$113,459	\$ -	\$ -	\$ 37,820	\$ 37,820	\$ 37,820
Learning Recovery \$388,309 (six years)	\$ -	\$ -	\$ 77,662	\$ 77,662	\$ 77,662
Kitchen Infrastructure \$25,000	\$ 3,523	\$ 21,477	\$ -	\$ -	\$ -
ESSER II \$222,069	\$ 222,069	\$ -	\$ -	\$ -	\$ -
ESSER III \$499,197	\$ 210,798	\$ 200,000	\$ 88,399	\$ -	\$ -
PCSGP	\$ 65,092	\$ 534,908	\$ -	\$ -	\$ -
<b>One-Time Funding plan</b>	<b>\$ 501,482</b>	<b>\$ 756,385</b>	<b>\$ 203,880</b>	<b>\$ 115,481</b>	<b>\$ 115,481</b>



# Revenue

- **October Updates**
  - **LCFF increased rate for 13.26% COLA (May budget 5.33%).**
  - **Federal funds increased for PCSGP available through 6/30/23.**
  - **State funds increased ELO-P and food program funding (offset with program expenses).**

	<i>Year-to-Date</i>			<i>Annual/Full Year</i>		
	<b>Actual</b>	<b>Budget</b>	<b>Fav/(Unf)</b>	<b>Forecast</b>	<b>Budget</b>	<b>Fav/(Unf)</b>
<b>Revenue</b>						
State Aid-Rev Limit	\$ 438,103	\$ 649,993	\$ (211,890)	\$ 3,546,437	\$ 3,240,033	\$ 306,404
Federal Revenue	26,558	109,819	(83,261)	1,115,583	619,340	496,242
Other State Revenue	7,676	27,467	(19,791)	625,745	522,111	103,634
Other Local Revenue	12,027	-	12,027	162,027	150,000	12,027
<b>Total Revenue</b>	<b>\$ 484,364</b>	<b>\$ 787,279</b>	<b>\$ (302,915)</b>	<b>\$ 5,449,792</b>	<b>\$ 4,531,485</b>	<b>\$ 918,308</b>



# Expenses

- **October Updates**
  - **Approved increases within increased revenue – PCSGP funded expansion, ELO-P program.**
  - **Certificated Salaries – increase counseling (forecast Nov forward).**
  - **Classified Salaries – fully staffed learning guides (budget as consultants), extended day (ELO-P).**
  - **Books and Supplies – PCSGP funded curriculum and materials and food program.**
  - **Subagreement – reduction in consultants offsetting Classified increase.**
  - **Operations and Professional Services – custodial and food service moved from Classified hourly.**

Expenses	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Certificated Salaries	\$ 282,700	\$ 280,340	\$ (2,360)	\$ 989,584	\$ 921,755	\$ (67,829)
Classified Salaries	329,638	210,542	(119,096)	1,020,210	714,817	(305,393)
Benefits	96,750	151,316	54,566	464,812	481,937	17,125
Books and Supplies	275,334	275,268	(66)	790,300	634,144	(156,156)
Subagreement Services	62,927	153,472	90,545	425,160	670,827	245,667
Operations	60,942	56,131	(4,811)	210,057	170,600	(39,457)
Facilities	56,886	60,767	3,881	199,779	182,300	(17,479)
Professional Services	122,887	89,802	(33,085)	439,620	366,366	(73,254)
Depreciation	17,493	17,493	0	52,479	52,479	0
Interest	32,570	24,200	(8,370)	66,538	61,000	(5,538)
<b>Total Expenses</b>	<b>\$ 1,338,127</b>	<b>\$ 1,319,331</b>	<b>\$ (18,796)</b>	<b>\$ 4,658,538</b>	<b>\$ 4,256,225</b>	<b>\$ (402,313)</b>

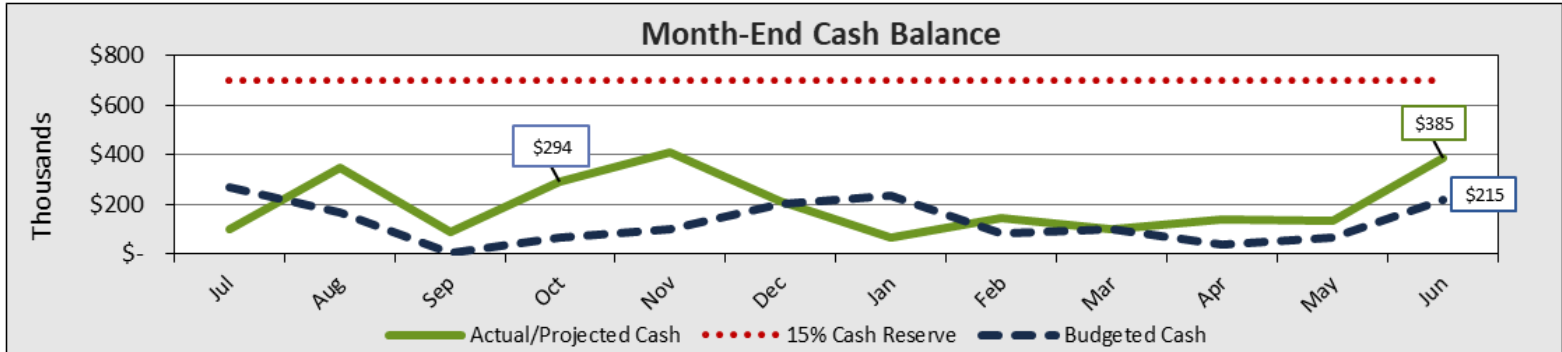
# Surplus / (Deficit) & Fund Balance

- Ending fund balance forecast **\$1 million+**, 22%, should stabilize 2023/24 cashflow.

	Year-to-Date			Annual/Full Year		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
<b>Total Surplus(Deficit)</b>	\$ (853,763)	\$ (532,052)	\$ (321,711)	\$ 791,254	\$ 275,260	\$ 515,995
Beginning Fund Balance	232,418	232,418		232,418	232,418	
<b>Ending Fund Balance</b>	<b><u>\$ (621,345)</u></b>	<b><u>\$ (299,634)</u></b>		<b><u>\$ 1,023,672</u></b>	<b><u>\$ 507,677</u></b>	
<i>As a % of Annual Expenses</i>	-13.3%	-7.0%		22.0%	11.9%	

# Cash Balance

- Current cash is **\$294K** with \$684K advanced, net cash (\$390K).
- Currently factored Oct - Jan receivables, factoring of Feb + in November.
- Facility development deposits forecast (\$540K).
- PCSGP provides significant funding, cash reimbursements quarterly.
- Strong surplus in Year 2 will strengthen cashflow once AR is fully collected.



# Compliance Deadlines (next 60 days)



Area	Due Date	Description	Completed By	Board Must Approve	Signature Required	Additional Information
DATA TEAM	Nov-15	<b>Complete Nutrition Verification process (requirement of School Nutrition Program)</b> - Verification is the annual, mandatory process that confirms the eligibility of a sample of completed household meal eligibility applications in the National School Lunch and School Breakfast Programs. Each LEA must select and verify a sample of applications approved for free and reduced-price meal benefits. The required sample size of applications to be verified is based on the number of approved applications on file on October 1.	GCA	No	Yes	<a href="https://www.cde.ca.gov/ls/nu/sn/verificationreport.asp">https://www.cde.ca.gov/ls/nu/sn/verificationreport.asp</a>
FINANCE	Nov-15	<b>Review and/or Update Non-Profit IRS Form 990 Policies - although not required, it is recommended to review these policies annually.</b> The IRS Form 990 is the annual information return filed by most non-profit charter schools. The IRS Form 990 includes a Governance, Management and Disclosure section. Charter Schools are required to disclose the following policies: Conflict of Interest Policy, Whistleblower Policy, Document Retention and Destruction Policy, Expense Reimbursement Policy, Gift Receiving Policy, and Compensation Approval Policy. A Form 990 must be filed by the 15th day of the 5th month after the close of the NPO's fiscal year. <b>Most schools extend this deadline to the following May 15th.</b>	GCA	Yes	No	<a href="http://www.publiccounsel.org/useful_materials?id=0025">http://www.publiccounsel.org/useful_materials?id=0025</a>
FINANCE	Set by Authorizer (by Dec 15)	<b>1st Interim Financial Report</b> - Local educational agencies (LEAs) are required to file two reports during a fiscal year (interim reports) on the status of the LEA's financial health. The first interim report for the period ending October 31 is due by the date set by the charter authorizer (no later than December 15th).	Charter Impact	Yes	Yes	<a href="https://www.cde.ca.gov/fg/fi/ir/interimstatus.asp">https://www.cde.ca.gov/fg/fi/ir/interimstatus.asp</a>
FINANCE	Dec-09	<b>2022 Kitchen Infrastructure and Training (KIT) Funds opt-in online registration</b> UPDATED Deadline: December 9, 2022, at 5 p.m. The online registration form is found on the 2022 KIT Funds web page at <a href="https://www.cde.ca.gov/ls/nu/kitfunds2022.asp">https://www.cde.ca.gov/ls/nu/kitfunds2022.asp</a> , under the Guidelines tab. Late submissions will be allowed, but are not guaranteed funding To assist in completing the online registration form, please be ready to estimate for the current school year, the percentage of: -California-grown foods purchased in your district -Meals that are freshly prepared onsite or in a central kitchen (scratch or speed scratch) Funds Expenditure Deadline: Funds must be spent by June 30, 2025.	GCA	No	No	<a href="https://www.cde.ca.gov/ls/nu/kitfunds2022.asp">https://www.cde.ca.gov/ls/nu/kitfunds2022.asp</a>
FINANCE	Dec-15	<b>Annual Audit Review and Board Approval</b> - Charter Schools are required to submit an independent audit report to the CDE, the State Controller's Office (SCO), the local County Superintendent of Schools, and, if applicable, the chartering entity, by December 15 of each year.	GCA with Charter Impact support	Yes	No	<a href="https://www.cde.ca.gov/fg/au/ag/submitauditrpt.asp">https://www.cde.ca.gov/fg/au/ag/submitauditrpt.asp</a>
DATA TEAM	Dec-16	<b>CALPADS - Fall 1 Certification deadline</b> - Please be mindful that Level-2 certification within CALPADS means that these data have been reviewed and approved by your superintendent or IRC administrator. Failure to properly review and amend these data in CALPADS within the allotted amendment window will result in the improper certification of official Fall 1 data within CALPADS, which can impact a number of things, including LCFF funding, reclassified fluent-English proficient (RFEP) counts/rates, and A-G graduate counts.	Charter Impact with GCA support	No	No	<a href="https://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp">https://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp</a>
DATA TEAM	Set by Authorizer	<b>Principal Apportionment P1</b> - The First Principal attendance period, designated P-1, is the attendance count for all full school months during the period from July 1 through the last school month that ends on or before December 31 of the FY, and is used by the CDE to compute the P-1 Apportionment. Attendance data collected within the P-1 reporting date range must be uploaded into the state's Principal Apportionment Data Collection portal.	Charter Impact with GCA support	No	Yes	<a href="https://www.cde.ca.gov/fg/sf/pa/">https://www.cde.ca.gov/fg/sf/pa/</a>

# Appendices

## As of October 31, 2022

- Cash Flow – Monthly and Annual Forecast
- Statement of Financial Position (Balance Sheet)
- Statement of Cash Flows
- Accounts Payable Aging
- Check Register

# *The Golden Charter Academy*

## **Financial Package** **October 31, 2022**

*Presented by:*



# Golden Charter Academy

## Monthly Cash Flow/Forecast FY22-23

Revised 11/09/2022

ADA = 249.10



	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
<b>Revenues</b>																<b>ADA = 248.16</b>
<b>State Aid - Revenue Limit</b>																
8011 LCFF State Aid	-	113,049	113,049	203,488	350,469	203,488	203,488	372,589	338,078	338,078	338,078	338,078	338,078	3,250,008	2,945,415	304,593
8012 Education Protection Account	-	-	-	8,517	-	-	12,455	-	-	16,393	-	-	12,455	49,820	49,632	188
8096 In Lieu of Property Taxes	-	-	-	-	17,055	17,055	17,055	17,055	59,463	29,732	29,732	29,732	29,732	246,609	244,986	1,623
	-	113,049	113,049	212,005	367,524	220,543	232,998	389,644	397,541	384,202	367,809	367,809	380,264	3,546,437	3,240,033	306,404
<b>Federal Revenue</b>																
8181 Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	29,069	29,069	23,125	5,944
8220 Federal Child Nutrition	-	-	-	26,558	26,000	26,000	26,000	26,000	26,000	26,000	26,000	26,000	25,442	260,000	196,175	63,825
8290 Title I, Part A - Basic Low Income	-	-	-	-	-	18,109	-	18,109	-	-	18,109	-	18,109	72,434	105,925	(33,491)
8291 Title II, Part A - Teacher Quality	-	-	-	-	-	2,293	-	2,293	-	-	2,293	-	2,293	9,172	14,178	(5,006)
8294 Title V, Part B - PCSG	-	-	-	-	-	-	-	114,496	-	-	200,000	-	220,412	534,908	-	534,908
8296 Other Federal Revenue	-	-	-	-	-	2,500	-	2,500	-	-	2,500	-	202,500	210,000	279,938	(69,938)
	-	-	-	26,558	26,000	48,902	26,000	163,397	26,000	26,000	248,902	26,000	497,825	1,115,583	619,340	496,242
<b>Other State Revenue</b>																
8311 State Special Education	-	-	-	-	-	-	-	-	38,401	38,401	38,401	38,401	38,401	192,006	203,491	(11,485)
8520 Child Nutrition	-	-	565	7,111	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	6,324	70,000	18,568	51,432
8545 School Facilities (SB740)	-	-	-	-	-	-	-	-	52,551	-	-	-	52,551	105,101	87,944	17,157
8550 Mandated Cost	-	-	-	-	-	3,124	-	-	-	-	-	-	-	3,124	2,915	210
8560 State Lottery	-	-	-	-	-	-	10,093	-	-	-	10,093	-	38,851	59,037	56,580	2,456
8599 Other State Revenue	-	-	-	-	43,352	21,875	21,875	21,875	21,875	21,875	21,875	21,875	-	196,477	152,612	43,865
	-	-	565	7,111	50,352	31,999	38,968	28,875	119,827	77,369	67,276	67,276	136,127	625,745	522,111	103,634
<b>Other Local Revenue</b>																
8660 Interest Revenue	-	79	-	214	-	-	-	-	-	-	-	-	-	293	-	293
8689 Other Fees and Contracts	-	934	-	-	-	-	-	-	-	-	-	-	-	934	-	934
8699 School Fundraising	-	-	24	776	-	-	-	-	-	-	-	-	-	800	-	800
8980 Contributions, Unrestricted	10,000	-	-	-	-	150,000	-	-	-	-	-	-	-	160,000	150,000	10,000
	10,000	1,014	24	990	-	150,000	-	-	-	-	-	-	-	162,027	150,000	12,027
<b>Total Revenue</b>	<b>10,000</b>	<b>114,063</b>	<b>113,638</b>	<b>246,664</b>	<b>443,876</b>	<b>451,443</b>	<b>297,966</b>	<b>581,917</b>	<b>543,368</b>	<b>487,571</b>	<b>683,987</b>	<b>461,085</b>	<b>1,014,216</b>	<b>5,449,792</b>	<b>4,531,485</b>	<b>918,308</b>
<b>Expenses</b>																
<b>Certificated Salaries</b>																
1100 Teachers' Salaries	750	72,561	71,133	71,133	71,106	71,106	71,106	71,106	71,106	71,106	71,106	71,106	-	713,319	705,275	(8,043)
1170 Teachers' Substitute Hours	4,650	525	3,763	3,150	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	-	28,888	24,000	(4,888)
1175 Teachers' Extra Duty/Stipends	-	-	-	-	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	-	16,800	24,000	7,200
1200 Pupil Support Salaries	-	5,589	5,809	-	12,610	12,610	12,610	12,610	12,610	12,610	12,610	12,610	-	99,669	54,080	(45,589)
1300 Administrators' Salaries	10,909	10,909	10,909	10,909	10,909	10,909	10,909	10,909	10,909	10,909	10,909	10,909	-	130,909	114,400	(16,509)
	16,309	89,584	91,614	85,192	99,425	99,425	99,425	99,425	99,425	99,425	99,425	10,909	-	989,584	921,755	(67,829)
<b>Classified Salaries</b>																
2100 Instructional Salaries	9,500	34,127	45,104	44,397	43,668	43,668	43,668	43,668	43,668	43,668	43,668	43,668	-	438,801	162,169	(276,631)
2200 Support Salaries	2,622	25,522	16,146	14,542	14,060	14,060	14,060	14,060	14,060	14,060	14,060	14,060	-	157,252	78,087	(79,165)
2300 Classified Administrators' Salaries	22,917	17,917	17,917	17,917	17,917	17,917	17,917	17,917	17,917	17,917	17,917	17,917	-	220,000	133,120	(86,880)
2400 Clerical and Office Staff Salaries	10,408	13,628	18,204	18,772	17,893	17,893	17,893	17,893	17,893	17,893	17,893	17,893	-	204,157	227,712	23,555
2900 Other Classified Salaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	113,728	113,728
	45,446	91,193	97,371	95,627	93,537	93,537	93,537	93,537	93,537	93,537	93,537	35,810	-	1,020,210	714,817	(305,393)
<b>Benefits</b>																
3101 STRS	3,482	16,657	16,518	14,446	19,289	19,289	19,289	19,289	19,289	19,289	19,289	2,116	-	188,242	176,055	(12,187)
3301 OASDI	2,654	5,286	5,908	5,736	5,622	5,622	5,622	5,622	5,622	5,622	5,622	2,153	-	61,093	44,319	(16,774)
3311 Medicare	872	2,574	2,694	2,576	2,776	2,776	2,776	2,776	2,776	2,776	2,776	672	-	28,823	23,730	(5,093)
3401 Health and Welfare	(4,445)	(1,107)	15,850	(3,572)	16,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000	-	134,726	192,000	57,274
3501 State Unemployment	635	2,255	1,570	1,033	79	79	394	315	158	79	79	79	-	6,752	1,476	(5,276)
3601 Workers' Compensation	(2,165)	-	2,367	1,144	2,681	2,681	2,681	2,681	2,681	2,681	2,681	649	-	20,759	22,912	2,153
3901 Other Benefits	1,991	610	597	586	2,849	2,849	2,849	2,849	2,849	2,849	2,849	690	-	24,416	21,445	(2,971)
	3,024	26,274	45,503	21,949	49,296	49,296	49,611	49,532	49,375	49,296	49,296	22,359	-	464,812	481,937	17,125



# Golden Charter Academy

## Monthly Cash Flow/Forecast FY22-23

Revised 11/09/2022

ADA = 249.10



	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
<b>Books and Supplies</b>																
4100 Textbooks and Core Materials	-	-	-	-	-	-	-	-	-	-	-	-	-	-	123,700	123,700
4200 Books and Reference Materials	-	-	-	-	4,450	4,450	4,450	4,450	4,450	4,450	4,450	4,450	-	35,600	15,600	(20,000)
4302 School Supplies	749	12,707	30,882	3,981	6,023	6,023	6,023	6,023	6,023	6,023	6,023	6,023	-	96,500	42,600	(53,900)
4305 Software	5,159	8,918	7,341	6,270	3,727	3,727	3,727	3,727	3,727	3,727	3,727	3,727	-	57,500	57,500	-
4310 Office Expense	3,372	3,391	5,340	9,136	10,820	10,820	10,820	10,820	10,820	10,820	10,820	10,820	-	107,800	107,800	-
4311 Business Meals	-	1,726	327	442	238	238	238	238	238	238	238	238	-	4,400	4,400	-
4400 Noncapitalized Equipment	-	6,478	80,113	1,064	13,856	13,856	13,856	13,856	13,856	13,856	13,856	13,856	-	198,500	67,800	(130,700)
4700 Food Services	-	102	58,573	29,263	25,258	25,258	25,258	25,258	25,258	25,258	25,258	25,258	-	290,000	214,744	(75,256)
	9,280	33,322	182,576	50,156	64,371	64,371	64,371	64,371	64,371	64,371	64,371	64,371	-	790,300	634,144	(156,156)
<b>Subagreement Services</b>																
5102 Special Education	-	-	-	-	17,753	17,753	17,753	17,753	17,753	17,753	17,753	17,753	-	142,028	150,567	8,540
5103 Substitute Teacher	-	-	103	6,852	-	-	-	-	-	-	-	-	-	6,954	-	(6,954)
5104 Transportation	-	-	2,577	28	13,762	13,762	13,762	13,762	13,762	13,762	13,762	13,762	-	112,700	112,700	-
5105 Security	155	(1,633)	1,191	2,255	1,254	1,254	1,254	1,254	1,254	1,254	1,254	1,254	-	12,000	2,200	(9,800)
5106 Other Educational Consultants	-	24,610	13,290	13,500	12,510	12,510	12,510	12,510	12,510	12,510	12,510	12,510	-	151,478	405,360	253,882
	155	22,978	17,161	22,634	45,279	45,279	45,279	45,279	45,279	45,279	45,279	45,279	-	425,160	670,827	245,667
<b>Operations and Housekeeping</b>																
5201 Auto and Travel	-	858	48	2,297	512	512	512	512	512	512	512	512	-	7,300	7,300	-
5300 Dues & Memberships	-	-	11,700	-	450	450	450	450	450	450	450	450	-	15,300	3,600	(11,700)
5400 Insurance	2,839	(10,895)	393	1,616	3,981	3,981	3,981	3,981	3,981	3,981	3,981	3,981	-	25,800	25,800	-
5501 Utilities	4,011	3,294	10,918	9,080	7,187	7,187	7,187	7,187	7,187	7,187	7,187	7,187	-	84,800	84,500	(300)
5502 Janitorial Services	2,237	8,771	5,631	5,938	5,460	5,460	5,460	5,460	5,460	5,460	5,460	5,460	-	66,257	38,800	(27,457)
5900 Communications	476	477	493	493	808	808	808	808	808	808	808	808	-	8,400	8,400	-
5901 Postage and Shipping	-	-	254	15	241	241	241	241	241	241	241	241	-	2,200	2,200	-
	9,562	2,505	29,436	19,438	18,639	18,639	18,639	18,639	18,639	18,639	18,639	18,639	-	210,057	170,600	(39,457)
<b>Facilities, Repairs and Other Leases</b>																
5601 Rent	10,506	10,506	10,506	10,506	13,032	13,032	13,032	13,032	13,032	13,032	13,032	13,032	-	146,279	122,400	(23,879)
5603 Equipment Leases	583	442	339	1,997	1,767	1,767	1,767	1,767	1,767	1,767	1,767	1,767	-	17,500	17,500	-
5610 Repairs and Maintenance	-	4,970	5,636	894	3,062	3,062	3,062	3,062	3,062	3,062	3,062	3,062	-	36,000	42,400	6,400
	11,089	15,918	16,481	13,397	17,862	17,862	17,862	17,862	17,862	17,862	17,862	17,862	-	199,779	182,300	(17,479)
<b>Professional/Consulting Services</b>																
5801 IT	33	244	90	6,030	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	-	32,000	28,000	(4,000)
5802 Audit & Taxes	-	-	4,050	-	219	219	219	219	219	219	219	219	-	5,800	5,800	-
5803 Legal	-	-	976	2,651	2,047	2,047	2,047	2,047	2,047	2,047	2,047	2,047	-	20,000	21,900	1,900
5804 Professional Development	-	16,190	2,625	1,340	756	756	756	756	756	756	756	756	-	26,200	26,200	-
5805 General Consulting	3,680	6,660	8,960	12,430	8,271	8,271	8,271	8,271	8,271	8,271	8,271	8,271	-	97,900	55,900	(42,000)
5806 Special Activities/Field Trips	-	250	704	1,225	2,990	2,990	2,990	2,990	2,990	2,990	2,990	2,990	-	26,100	26,100	-
5807 Bank Charges	142	142	(726)	840	225	225	225	225	225	225	225	225	-	2,200	2,200	-
5808 Printing	-	-	-	-	875	875	875	875	875	875	875	875	-	7,000	7,000	-
5809 Other taxes and fees	99	1,296	558	2,771	197	197	197	197	197	197	197	197	-	6,300	6,300	-
5810 Payroll Service Fee	860	860	860	860	858	858	858	858	858	858	858	858	-	10,300	10,300	-
5811 Management Fee	9,268	9,268	9,863	9,788	9,613	9,613	9,613	9,613	9,613	9,613	9,613	9,878	-	115,356	96,966	(18,390)
5812 District Oversight Fee	-	-	-	-	3,675	2,205	2,330	3,896	3,975	3,842	3,678	11,862	-	35,464	32,400	(3,064)
5815 Public Relations/Recruitment	1,000	4,000	3,000	-	5,875	5,875	5,875	5,875	5,875	5,875	5,875	5,875	-	55,000	47,300	(7,700)
	15,081	38,909	30,960	37,936	38,801	37,331	37,455	39,022	39,101	38,967	38,804	47,253	-	439,620	366,366	(73,254)
<b>Depreciation</b>																
6900 Depreciation Expense	4,373	4,373	4,373	4,373	4,373	4,373	4,373	4,373	4,373	4,373	4,373	4,373	-	52,479	52,479	0
	4,373	4,373	4,373	4,373	4,373	4,373	4,373	4,373	4,373	4,373	4,373	4,373	-	52,479	52,479	0
<b>Interest</b>																
7438 Interest Expense	-	12,439	387	19,744	16,984	-	16,984	-	-	-	-	-	-	66,538	61,000	(5,538)
	-	12,439	387	19,744	16,984	-	16,984	-	-	-	-	-	-	66,538	61,000	(5,538)
<b>Total Expenses</b>	<b>114,319</b>	<b>337,496</b>	<b>515,864</b>	<b>370,448</b>	<b>448,567</b>	<b>430,113</b>	<b>447,537</b>	<b>432,041</b>	<b>431,962</b>	<b>431,750</b>	<b>431,586</b>	<b>266,854</b>	-	<b>4,658,538</b>	<b>4,256,225</b>	<b>(402,313)</b>
<b>Monthly Surplus (Deficit)</b>	<b>(104,319)</b>	<b>(223,434)</b>	<b>(402,226)</b>	<b>(123,784)</b>	<b>(4,691)</b>	<b>21,330</b>	<b>(149,571)</b>	<b>149,876</b>	<b>111,405</b>	<b>55,821</b>	<b>252,401</b>	<b>194,231</b>	<b>1,014,216</b>	<b>791,254</b>	<b>275,259</b>	<b>515,995</b>

**Golden Charter Academy****Monthly Cash Flow/Forecast FY22-23**

Revised 11/09/2022

ADA = 249.10



	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
<b>Cash Flow Adjustments</b>																
Monthly Surplus (Deficit)	(104,319)	(223,434)	(402,226)	(123,784)	(4,691)	21,330	(149,571)	149,876	111,405	55,821	252,401	194,231	1,014,216	791,254		
Cash flows from operating activities																
Depreciation/Amortization	4,373	4,373	4,373	4,373	4,373	4,373	4,373	4,373	4,373	4,373	4,373	4,373	-	52,479		
Public Funding Receivables	235,744	75,832	132,568	60,145	64,817	-	66,438	86,390	-	-	-	19,094	(1,014,216)	(273,188)		
Prepaid Expenses	(8)	7,677	1,000	(4,000)	-	-	-	-	-	-	-	-	-	4,669		
Deposits	(5,000)	(4,000)		(5,000)	-	(256,000)	(284,000)	-	-	-	-	-	-	(554,000)		
Accounts Payable	(114,849)	5,546	81,933	(87,479)	-	-	-	-	-	-	-	-	-	(114,849)		
Accrued Expenses	(2,783)	59,784	6,463	44,655	(50,100)	-	-	-	103,019	-	-	(190,543)	-	(29,504)		
Deferred Revenue	-	24,378	22,994	39,216	(3,360)	212,272	74,847	18,117	18,117	18,117	18,117	269,001	-	711,815		
Cash flows from investing activities																
Purchases of Prop. And Equip.	(7,532)	-	(12,239)	-	-	-	-	-	-	-	-	-	-	(19,770)		
Cash flows from financing activities																
Proceeds from Factoring	-	393,000	-	487,500	315,300	-	315,300	-	-	-	-	-	-	1,511,100		
Payments on Factoring	(195,200)	(88,400)	(78,000)	(196,500)	(196,500)	(162,500)	(162,500)	(162,500)	(276,700)	(38,600)	(276,700)	(38,600)	-	(1,872,700)		
Capital Lease, net	(4,738)	(4,738)	(4,738)	(4,738)	(4,098)	(4,098)	(4,098)	(4,098)	(4,098)	(4,098)	(4,098)	(4,098)	-	(51,741)		
Proceeds(Payments) on Debt	-	-	(10,417)	(10,417)	(10,417)	(10,417)	(10,417)	(10,417)	-	-	-	-	-	(62,502)		
<b>Total Change in Cash</b>	<b>(194,312)</b>	<b>250,019</b>	<b>(258,288)</b>	<b>203,971</b>	<b>115,323</b>	<b>(195,041)</b>	<b>(149,630)</b>	<b>81,741</b>	<b>(43,884)</b>	<b>35,613</b>	<b>(5,907)</b>	<b>253,458</b>				
Cash, Beginning of Month	292,164	97,852	347,871	89,583	293,554	408,877	213,837	64,207	145,948	102,064	137,677	131,769				
<b>Cash, End of Month</b>	<b>97,852</b>	<b>347,871</b>	<b>89,583</b>	<b>293,554</b>	<b>408,877</b>	<b>213,837</b>	<b>64,207</b>	<b>145,948</b>	<b>102,064</b>	<b>137,677</b>	<b>131,769</b>	<b>385,228</b>				

## The Golden Charter Academy

### Statement of Financial Position

October 31, 2022

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
<b>Assets</b>				
<b>Current Assets</b>				
Cash & Cash Equivalents	\$ 293,554	\$ 292,164	\$ 1,390	0%
Public Funding Receivables	313,809	818,098	(504,289)	-62%
Factored Receivables	(684,000)	(361,600)	(322,400)	89%
Prepaid Expenses	15,171	19,840	(4,669)	-24%
<b>Total Current Assets</b>	<b>(61,466)</b>	<b>768,502</b>	<b>(829,968)</b>	<b>-108%</b>
<b>Long-Term Assets</b>				
Property & Equipment, Net	97,185	94,908	2,277	2%
Deposits	14,000	-	14,000	0%
<b>Total Long Term Assets</b>	<b>111,185</b>	<b>94,908</b>	<b>16,277</b>	<b>17%</b>
<b>Total Assets</b>	<b>\$ 49,719</b>	<b>\$ 863,410</b>	<b>\$ (813,691)</b>	<b>-94%</b>
<b>Liabilities</b>				
<b>Current Liabilities</b>				
Accounts Payable	-	114,849	(114,849)	-100%
Accrued Liabilities	244,278	136,158	108,120	79%
Deferred Revenue	110,065	23,477	86,588	369%
Capital Lease, Current Portion	52,479	52,479	-	0%
Notes Payable, Current Portion	62,502	62,502	-	0%
<b>Total Current Liabilities</b>	<b>469,324</b>	<b>389,465</b>	<b>79,859</b>	<b>21%</b>
<b>Long-Term Liabilities</b>				
Capital Lease, Net of Current Portion	35,163	54,116	(18,953)	-35%
Notes Payable, Net of Current Portion	166,664	187,498	(20,834)	-11%
<b>Total Long-Term Liabilities</b>	<b>201,827</b>	<b>241,614</b>	<b>(39,787)</b>	<b>-16%</b>
<b>Total Liabilities</b>	<b>671,151</b>	<b>631,078</b>	<b>40,072</b>	<b>6%</b>
<b>Total Net Assets</b>	<b>(621,432)</b>	<b>232,332</b>	<b>(853,763)</b>	<b>-367%</b>
<b>Total Liabilities and Net Assets</b>	<b>\$ 49,719</b>	<b>\$ 863,410</b>	<b>\$ (813,691)</b>	<b>-94%</b>

## The Golden Charter Academy

### Accounts Payable Aging

October 31, 2022

Vendor Name	Invoice/Credit Number	Invoice Date	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
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Total Outstanding Invoices \$            - \$            - \$            - \$            - \$            - \$            -

## The Golden Charter Academy

### Check Register

For the period ended October 31, 2022

Check Number	Vendor Name	Check Date	Check Amount
10286	Amazon Capital Services	10/7/2022	4,826.25
10287	Christy White, Inc.	10/7/2022	4,050.00
10288	Fiori Educational Services	10/7/2022	2,625.00
10289	Fresno Bark, Inc.	10/7/2022	910.14
10290	Fresno Chaffee Zoo	10/7/2022	180.00
10291	Law Offices of Young, Minney & Corr, LLP	10/7/2022	976.00
10292	Live Scan Fresno	10/7/2022	414.00
10293	Microsoft Corporation	10/7/2022	40,375.65
10294	NWEA	10/7/2022	3,122.50
10295	Phoenix Private Patrol & Security	10/7/2022	1,050.00
10296	Revolution Foods, PBC.	10/7/2022	29,262.75
10297	Stryke Security, Inc.	10/7/2022	2,541.00
10298	The Hartford	10/7/2022	1,143.84
10299	VOID	VOID	0.00
10300	Nakia Crump	10/10/2022	350.00
10301	South County Support Services Agency	10/10/2022	27.50
10302	Amazon Capital Services	10/14/2022	2,164.42
10303	California Business Machines	10/14/2022	1,658.56
10304	JustBeDope, LLC	10/14/2022	370.01
10305	Meal Time, a part of Harris School Solutions	10/14/2022	250.00
10306	San Joaquin Valley Paleontology Foundation	10/14/2022	480.00
10307	Aja Yvonne Williams	10/19/2022	544.00
10308	Ashley Shauntae K Jackson	10/19/2022	589.20
10309	Jermaine La Trail Jackson	10/19/2022	1,888.32
10310	Amazon Capital Services	10/21/2022	4,912.68
10311	California Science Teachers Association	10/21/2022	510.00
10312	Daniel Richards	10/21/2022	357.92
10313	Fidelity National Title Company	10/21/2022	5,000.00
10314	Fresno Bark, Inc.	10/21/2022	455.07
10315	Fresno County Superintendent of Schools	10/21/2022	6,125.40
10316	GigaKOM	10/21/2022	392.34
10317	Law Offices of Young, Minney & Corr, LLP	10/21/2022	2,651.29
10318	Pacific Charter School Development	10/21/2022	7,000.00
10319	Rodrigo C Rodriguez	10/21/2022	180.00
10320	School Pathways	10/21/2022	2,317.50
10321	South County Support Services Agency	10/21/2022	6,851.85
10322	Grupo Folklorico Tangu Yuu	10/26/2022	200.00
10323	Amazon Capital Services	10/28/2022	2,928.19
10324	Angel Gomez	10/28/2022	2,000.00
10325	Fresno Chaffee Zoo	10/28/2022	302.00
10326	JustBeDope, LLC	10/28/2022	80.44
10327	Our Lady of Victory	10/28/2022	10,506.00
10328	School Pathways	10/28/2022	2,317.50
10329	Fresno County Office of Education	10/31/2022	23,777.57
10330	Fresno County Office of Education	10/31/2022	70.00
EFT100322-01	Mountain Alarm	10/3/2022	57.50
EFT100322-02	Bank MTOT Disc	10/3/2022	74.21
EFT100422-01	Mid Valley Disposal	10/4/2022	521.41
EFT100622-01	Marlin Capital Solutions	10/6/2022	338.90
EFT100722-02	LiftForward, Inc - LB	10/7/2022	639.97
EFT101122-01	Water - Coffee Deli	10/11/2022	332.80
EFT101122-02	Clover App Market	10/11/2022	44.95
EFT101122-03	City Of Fresno	10/11/2022	1,354.12
EFT101122-04	PG&E	10/11/2022	7,030.69
EFT101322-01	Squarespace	10/13/2022	1,590.00
EFT101322-02	American Funds	10/13/2022	654.17
EFT101422-01	Central Valley Community Bank	10/14/2022	128.84
EFT101722-01	Visa	10/17/2022	8,258.74
EFT101722-02	LiftForward, Inc - LB	10/17/2022	4,098.43
EFT101722-03	Comcast	10/17/2022	492.61
EFT102422-01	Hoffman Security	10/24/2022	57.00
EFT102422-02	Hoffman Security	10/24/2022	40.00
EFT102522-01	Kaiser Foundation Health Plan	10/25/2022	6,364.97
EFT102522-02	AMS (Alliance Member Services)	10/25/2022	1,615.54
EFT102722-01	PayPal	10/27/2022	29.98
EFT102722-02	PayPal	10/27/2022	3.23
GCA221007-01	Always Golden Events	10/7/2022	642.65
GCA221007-02	Charter Impact Inc.	10/7/2022	10,647.88
GCA221007-03	Kimi Akina	10/7/2022	49.22
GCA221007-04	Malia Rivers	10/7/2022	379.25
GCA221007-05	Manpreet Gill	10/7/2022	47.66
GCA221007-06	Noemy Soto-Rubio	10/7/2022	519.46

**The Golden Charter Academy****Check Register**

For the period ended October 31, 2022

Check Number	Vendor Name	Check Date	Check Amount
GCA221010-01	Carpet Doctor LLC	10/10/2022	2,500.00
GCA221010-02	Golden Pursuit of Growth	10/10/2022	2,100.00
GCA221014-01	Always Golden Events	10/14/2022	50.00
GCA221014-02	Mandy Breuer	10/14/2022	541.06
GCA221021-01	Gerbs Corp	10/21/2022	880.00
GCA221024-01	Carpet Doctor LLC	10/24/2022	2,916.66
GCA221024-02	Golden Pursuit of Growth	10/24/2022	2,100.00
GCA221028-01	Always Golden Events	10/28/2022	243.00
GCA221028-02	Dustin Verzosa	10/28/2022	2,000.00
GCA221028-03	Kimi Akina	10/28/2022	214.00
GCA221028-04	Kimi Akina	10/28/2022	383.58
GCA221028-05	Mandy Breuer	10/28/2022	2,377.26

**Total Disbursements Issued in October**    **\$ 241,054.63**

# Coversheet

## New Employment Contracts

**Section:** II. Consent Agenda  
**Item:** D. New Employment Contracts  
**Purpose:** FYI

**Submitted by:**

**Related Material:**

Certificated Employment Contract (COUPE TAYLOR), 2022-2023.pdf  
Certificated Employment Contract (JILL SAPAD), 2022-2023.pdf  
Certificated Employment Contract (NATALIE HERNANDEZ), 2022-2023.pdf  
Classified Employment Contract (ANTONY AYODELE), 2022-2023.pdf  
Classified Employment Contract XENIA FREEMAN), 2022-2023.pdf  
Classified Employment Contract (TRAVIS ISAIAH MORRIS), 2022-2023.pdf  
Classified Employment Contract ALIYAH KHAN), 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**

**COUPE TAYLOR**

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

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

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

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

**ROBERT GOLDEN,  
PRESIDENT & CEO**

**BOARD OF TRUSTEES**

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

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

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

**B. DUTIES**

A copy of the job description for EMPLOYEE’s position as **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 1, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2023.



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

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

EMPLOYEE understands that there are **one-hundred and eighty-four (184)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

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

### **G. INTELLECTUAL PROPERTY**

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



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

### **H. PROPRIETARY PROPERTY**

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

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

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

### **I. EVALUATION**

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



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**J. AT-WILL EMPLOYMENT**

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

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

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

**K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

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

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

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

**L. NO TENURE**

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

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

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



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

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

### **N. GENERAL PROVISIONS**

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



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**O. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

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

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

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

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

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

SCHOOL Signature:

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

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

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

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

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





# GOLDEN CHARTER ACADEMY

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

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

**Between**

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

**and**

**JILL SAPAD**

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

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

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

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

**ROBERT GOLDEN,  
PRESIDENT & CEO**

**BOARD OF TRUSTEES**

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

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



# 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 **School Counselor** 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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## 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 **\$64,135**.

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

**D. BENEFITS**

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

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

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



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

**E. QUALIFICATIONS**

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

*General Education/Core Class Certification Assignment*

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

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

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

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

**F. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **November 7, 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 eighty-four (184)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

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

### **G. INTELLECTUAL PROPERTY**

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

### **H. PROPRIETARY PROPERTY**

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

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

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

### **I. EVALUATION**

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



# GOLDEN

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## CHARTER ACADEMY

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**J. AT-WILL EMPLOYMENT**

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

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

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

**K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

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

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

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

**L. NO TENURE**

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

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

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



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

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

### **N. GENERAL PROVISIONS**

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





# GOLDEN

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## CHARTER ACADEMY

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**O. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

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

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

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

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

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

SCHOOL Signature:

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

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

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

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

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



# **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**

**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.

**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*

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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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## CHARTER ACADEMY

**ROBERT GOLDEN,  
PRESIDENT & CEO**

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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.

### **H. PROPRIETARY PROPERTY**

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

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

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

### **I. EVALUATION**

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



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**J. AT-WILL EMPLOYMENT**

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

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

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

**K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

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

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

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

**L. NO TENURE**

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

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

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





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

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

### **N. GENERAL PROVISIONS**

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



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**O. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

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

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

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

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

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

SCHOOL Signature:

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

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

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

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

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



# GOLDEN CHARTER ACADEMY

## GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

### AT-WILL EMPLOYMENT AGREEMENT 2022 – 2023

Between

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

and

**ANTONY AYODELE**

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

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

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

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

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

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

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

**B. DUTIES**

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

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



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

**C. COMPENSATION**

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

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

**D. BENEFITS**

Certain positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the Federal Insurance Contributions Act (FICA) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does not include these benefits.



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

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

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

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

### **E. QUALIFICATIONS**

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

### **F. WORK SCHEDULE**

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **September 22, 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.



# 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*  
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*Scott Barton*

*Golden Charter Academy*  
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*info@goldencharteracademy.org*

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

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

EMPLOYEE understands that there are **two-hundred and one** (201) workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

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

### **G. INTELLECTUAL PROPERTY**

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



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

### **H. PROPRIETARY PROPERTY**

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

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

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

### **I. EVALUATION**

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





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

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

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

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

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

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

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

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

### **L. NO TENURE**

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

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

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



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

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

### **N. GENERAL PROVISIONS**

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



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**O. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

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

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

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

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

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

SCHOOL Signature:

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

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

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

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

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



# GOLDEN CHARTER ACADEMY

GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

## AT-WILL EMPLOYMENT AGREEMENT 2022 – 2023

Between

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

and

**XENIA FREEMAN**

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 **\$17.00**.

**D. BENEFITS**

Certain positions at SCHOOL designated as full-time will be entitled to participate in designated employee benefit programs and plans established by SCHOOL from time to time for the benefit of its employees. This includes payments to the Federal Insurance Contributions Act (FICA) or other retirement benefit programs, health insurance, dental care insurance, life, and vision insurance (subject to program and eligibility requirements). This position does not include these benefits.



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Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium 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 **October 24, 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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  - 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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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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EMPLOYER will at minimum, annually evaluate and assess in writing the performance of the EMPLOYEE as specified in SCHOOL personnel policies and pursuant to any other formally adopted evaluation procedures. The annual evaluation shall occur no later than the Board of Director’s regularly scheduled May Board Meeting.



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

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

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

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

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

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

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

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

### **L. NO TENURE**

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

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

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



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## CHARTER ACADEMY

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

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

### **N. GENERAL PROVISIONS**

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



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**O. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

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

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

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

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

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

SCHOOL Signature:

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

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

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

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

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



# GOLDEN CHARTER ACADEMY

GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

## AT-WILL EMPLOYMENT AGREEMENT 2022 – 2023

Between

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

and

**TRAVIS ISAIAH MORRIS**

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

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

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

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

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

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

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

**B. DUTIES**

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

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



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

**C. COMPENSATION**

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

EMPLOYEE shall receive an hourly rate of **\$17.00**.

**D. BENEFITS**

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



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Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium 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.	<table border="0"> <tr><td>1 year</td><td>0%</td></tr> <tr><td>2 years</td><td>20%</td></tr> <tr><td>3 years</td><td>40%</td></tr> <tr><td>4 years</td><td>60%</td></tr> <tr><td>5 years</td><td>80%</td></tr> <tr><td>6 years</td><td>100%</td></tr> </table>	1 year	0%	2 years	20%	3 years	40%	4 years	60%	5 years	80%	6 years	100%
1 year	0%												
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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 **November 01, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2023.





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

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

EMPLOYEE understands that there are **two-hundred and one (201)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

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

### **G. INTELLECTUAL PROPERTY**

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



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

**H. PROPRIETARY PROPERTY**

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

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

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

**I. EVALUATION**

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



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

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

**K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

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

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

**L. NO TENURE**

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

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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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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

**ALIYAH KHAN**

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

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

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

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

**ROBERT GOLDEN,  
PRESIDENT & CEO**

**BOARD OF TRUSTEES**

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

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



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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 **\$17.00**.

**D. BENEFITS**

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





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Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee selects coverage that exceeds the monthly maximum, the premium 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 **November 28, 2022**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2023.



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

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

EMPLOYEE understands that there are **two-hundred and one (201)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must workdays preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

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

### **G. INTELLECTUAL PROPERTY**

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



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

### **H. PROPRIETARY PROPERTY**

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

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

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

### **I. EVALUATION**

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



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**J. AT-WILL EMPLOYMENT**

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

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

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

**K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

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

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

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

**L. NO TENURE**

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

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

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



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

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

### **N. GENERAL PROVISIONS**

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



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**O. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

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

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

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

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

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

SCHOOL Signature:

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

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

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

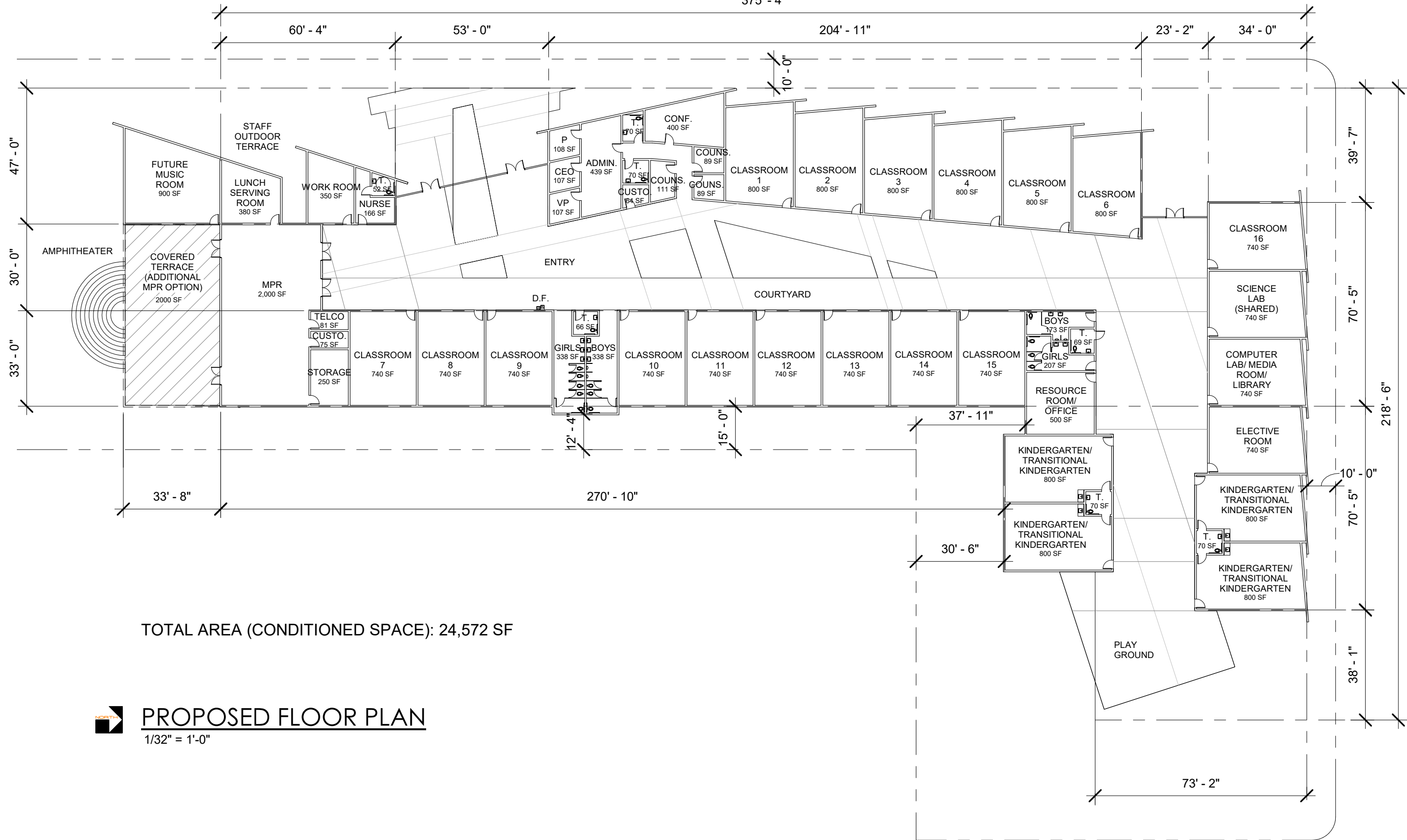
\_\_\_\_\_  
**Date**

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

# Coversheet

## GCA Conceptual Floor Plan

**Section:** III. Information / Discussion  
**Item:** C. GCA Conceptual Floor Plan  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** Floor Plan 12-2-2022 (3).pdf



TOTAL AREA (CONDITIONED SPACE): 24,572 SF



## PROPOSED FLOOR PLAN

1/32" = 1'-0"



# Coversheet

## PCSD Loan Documents Discussion

**Section:** III. Information / Discussion  
**Item:** D. PCSD Loan Documents Discussion  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** PCSD-Golden\_\_Belmont\_Loan\_LOI\_221128.pdf



November 28, 2022

Robert Golden  
President/CEO, Golden Charter Academy  
1626 W Princeton Ave  
Fresno, CA 93705

RE: **PCSD Letter of Intent for Acquisition & Predevelopment Loan (741 W. Belmont Ave, Fresno, CA 93728)**

Dear Robert:

Pacific Charter School Development, Inc. ("PCSD") is pleased to provide you with proposed terms for a land acquisition and predevelopment loan (the "Loan") associated with the Project (as defined below) to be located at 741 W. Belmont Ave, Fresno, CA 93728. The proposed loan will enable Golden Charter Academy ("GCA"), to develop a permanent educational facility (the "Project"). The terms of this Loan are outlined below and are subject to full credit approval by the PCSD Board of Directors.

Please note that this letter is for discussion purposes only and should not be construed as a commitment to lend. The terms contained in this letter are not all-inclusive; additions and changes may be made as PCSD and its counsel deems necessary, prudent or desirable during the credit approval and underwriting process.

The terms of the Loan for the Project would be as follows:

DIRECT BORROWER:	Golden Charter Academy or affiliate
LOAN TYPE:	Acquisition and predevelopment term loan
LOAN AMOUNT:	Up to \$1,000,000 for acquisition with an additional \$1,100,000 during predevelopment for a total of \$2,100,000 (see further details below)
INTEREST RATE:	2.5% fixed
FEES:	\$16,000 origination fee (1% on PCSD \$500k at closing, 1% on PCSD \$1.1M when starting to be disbursed, 0% on CSGF \$500k)

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**Pacific Charter School Development, Inc.**  
600 Wilshire Blvd, Suite 200, Los Angeles, CA 90017  
(t) (213) 542-4700 / (f) (213) 542-4701

LOAN TERM:	Maturity is the sooner of 2 years from the date of acquisition of the property at Belmont, or refinancing of the project/land.
BORROWER EQUITY:	GCA is required to contribute at least \$250,000 cash equity for the land acquisition (evidenced with proof of receipt by escrow) prior to close. GCA is also required to cover any and all closing costs of the acquisition at Belmont, including the initial PCSD origination fee of \$5,000.
PREDEVELOPMENT DISBURSEMENT:	Further funds beyond PCSD's initial \$500,000 will not be disbursed until another \$284,000 (or a total of \$540,000, whichever is greater) has been contributed by GCA towards the project (evidenced with proof of payment by GCA with invoices and check copies). After review of the spent costs, PCSD can then disburse another \$1,100,000 toward predevelopment costs, for a total PCSD loan of \$1,600,000.
REPAYMENT:	Interest only with monthly payments made from loan proceeds as interest costs are incurred, or paid current monthly from school operations. If the former, an interest reserve must be established as part of the project budget.
TAKEOUT:	PCSD assumes full pay-off of the balloon at Maturity Date. PCSD anticipates the school will (re)finance this project with a CDFI lender.
SECURITY:	First Deed of Trust on fee simple and improvements located at the Project site, to be shared parri passu with CSGF on the first \$500,000 of debt from both parties. PCSD will subordinate the remainder of its loan (\$1.1M) to the \$1.0M (CSGF + PCSD) ahead of it.
CONVERSION DATE:	Not Applicable to this Project at this time.
RECOURSE:	Not Applicable to this Project at this time.
APPRAISAL:	Not Applicable to this Project at this time.
LOAN TO VALUE (LTV):	Not Applicable to this Project at this time.
RESERVES:	Not Applicable to this Project at this time.
PROJECT ASSUMPTIONS:	<b>Exhibit A:</b> "Financing Summary" is an estimate of the total facility cost and repayment terms for this Project at this time. This exhibit was prepared by PCSD and based on preliminary project assumptions, including building square footage, debt terms, executed purchase and sale agreement (PSA) terms and estimated construction costs, which will result in an expected lease rate to the school that is approximately \$945,000 per year, based on a \$4.826M equity investment by GCA. These are estimates only and PCSD does not provide any guarantee that these terms can be realized for this project.

LOAN FINANCIAL

COVENANTS:

For the duration of the Loan, financial statements and reports from GCA will be required as follows:

- a. Annual audited financial statements within 180 days of the end of each fiscal year, with accompanying schedule of contingent liabilities;
- b. Internally-prepared monthly or quarterly financial statements within 45 days of request;
- c. P1, P2 and P-Final enrollment data for all years the loan is outstanding;
- d. Updated fundraising and repayment plan.

In addition, the Borrower or School must maintain throughout the Loan term, tested annually from the audited financial statements, the following key financial ratios calculated on an unconsolidated basis:

- Quick ratio of at least 1.0x
- Current ratio of at least 1.05x
- Positive cash flow from operations each fiscal year
- Total debt to net assets (equity) no greater than 3.5:1
- Minimum 1.15x Lease Coverage Ratio based on school revenue to school's debt payments to all lenders

LEGAL FEES:

Borrower is responsible for its own costs associated with documentation and closing of the Loan. PCSD's use of internal legal counsel is included in the origination fee, however, an invoice will be provided and is the responsibility of the Borrower if the Loan does not close and PCSD costs were incurred. PCSD counsel will be billed at a reasonable market hourly rate.

The closing of the Loan will be subject to PCSD's standard underwriting processes, including full credit approval, and closing conditions. As part of its underwriting due diligence, PCSD will require the following:

1. Written GCA fundraising plan for full construction of the project showing at least \$4.8M of targeted funds;
2. Receipt of first year's audited financial statements for GCA, along with most recent interim financial statements, and any additional documentation, as requested by PCSD. The financial covenants will be finalized once PCSD has completed its underwriting of Borrower and GCA;
3. School pro-forma projections through the year of full and stabilized enrollment;
4. Copy of the fully approved charter;
5. An enrollment plan and evidence of interest of enrollment for future years;
6. Any other information requested by PCSD.

The loan documents, once drafted, will include additional conditions that the Borrower will be required to meet for the Loan to close. We thank you for your interest and look forward to working with you on this transaction. Our due diligence and underwriting will commence upon receipt of a countersigned copy of this letter.

Sincerely,



---

**John Sun**  
**Chief Executive Officer**

Agreed and Accepted:

---

**Robert Golden**  
**President & CEO**

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

# Coversheet

## 1st Interim Financial Report

**Section:** IV. Action Items  
**Item:** A. 1st Interim Financial Report  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 2022-2023 Charter First Interim Reporting Workbook - GCA.pdf

**Golden Charter Academy  
Charter School Financial Reporting  
Budget/Interim  
Fiscal Year 2022/2023**

Charter Name: **Golden Charter Academy**

Chartering Authority: **Fresno Unified School District**

**Reporting Period**

- |                    |                                  |                                      |
|--------------------|----------------------------------|--------------------------------------|
| Preliminary Budget | <input type="radio"/>            | July 1                               |
| First Interim      | <input checked="" type="radio"/> | October 31 (Due December 15)         |
| Second Interim     | <input type="radio"/>            | January 31 (Due March 15)            |
| Third Interim      | <input type="radio"/>            | April 30 - If requested (Due June 1) |

Fiscal Year: 2022/2023

Subsequent Year 1: 2023/2024

Subsequent Year 2: 2024/2025

**CHIEF ADMINISTRATIVE OFFICER'S CERTIFICATION:**

I certify that based upon current projections this charter school **will** be able to meet its financial obligations for the remainder of **this fiscal year and the next two subsequent years**.

Robert Golden

\_\_\_\_\_

Print Name

Signature

President and CEO

\_\_\_\_\_

Title

Date

**PREPARER'S INFORMATION:**

Jim Weber

\_\_\_\_\_

Signature

Director of Client Finance, CI

\_\_\_\_\_

Title

Date

925-750-8090

[jweber@charterimpact.com](mailto:jweber@charterimpact.com)

Telephone Number

E-Mail Address

**AUTHORIZING ENTITY CERTIFICATION:**

\_\_\_\_\_

\_\_\_\_\_

Signature

Title

\_\_\_\_\_

\_\_\_\_\_

Telephone Number

E-Mail Address

**Submit completed report to:**  
Fresno County Superintendent of Schools  
District Financial Services Department  
1111 Van Ness Ave.  
Fresno, CA 93721

2022/2023 First Interim  
GENERAL FUND  
SUMMARY  
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Description		Summary - Unrestricted/Restricted					
		Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col. B & D) (E)	% Diff (E / B) (F)
<b>A. REVENUES</b>							
1) Local Control Funding Formula Sources	8010-8099	3,240,033.00	3,546,437.00	0.00	3,546,437.00	0.00	0.00%
2) Federal Revenues	8100-8299	619,340.43	1,115,582.63	26,557.85	1,115,582.63	0.00	0.00%
3) Other State Revenues	8300-8599	522,111.09	625,745.20	7,676.08	625,745.20	0.00	0.00%
4) Other Local Revenues	8600-8799	150,000.00	162,027.27	0.00	162,027.27	0.00	0.00%
5) TOTAL REVENUES		4,531,484.52	5,449,792.10	34,233.93	5,449,792.10		
<b>B. EXPENDITURES</b>							
1) Certificated Salaries	1000-1999	921,755.20	989,583.95	20,542.75	989,583.95	0.00	0.00%
2) Classified Salaries	2000-2999	714,816.77	1,020,209.62	132,656.58	1,020,209.62	0.00	0.00%
3) Employee Benefits	3000-3999	481,937.12	464,811.72	13,260.06	464,811.72	0.00	0.00%
4) Books and Supplies	4000-4999	634,143.63	790,300.19	180,669.44	790,300.19	0.00	0.00%
5) Services, Other Operating Expenses	5000-5999	1,390,093.29	1,274,615.75	42,024.00	1,274,615.75	0.00	0.00%
6) Capital Outlay	6000-6599	52,479.03	52,479.02	0.00	52,479.02	0.00	0.00%
7) Other Outgo (excluding Direct Support/Indirect Costs)	7100-7299 7400-7499	61,000.00	66,538.00	0.00	66,538.00	0.00	0.00%
8) Direct Support/Indirect Costs	7300-7399	0.00	0.00	5,814.44	0.00	0.00	0.00%
9) TOTAL EXPENDITURES		4,256,225.03	4,658,538.25	394,967.27	4,658,538.25		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A6 - B9)</b>		275,259.49	791,253.85	(360,733.34)	791,253.85		
<b>D. OTHER FINANCING SOURCES/USES</b>							
1) Interfund Transfers							
a) Transfers In	8910-8929	0.00	0.00	0.00	0.00	0.00	0.00%
b) Transfers Out	7610-7629	0.00	0.00	0.00	0.00	0.00	0.00%
2) Other Sources/Uses							
a) Sources	8930-8979	0.00	0.00	0.00	0.00	0.00	0.00%
b) Uses	7630-7699	0.00	0.00	0.00	0.00	0.00	0.00%
3) Contributions	8980-8999	0.00	0.00	0.00	0.00	0.00	0.00%
4) TOTAL OTHER FINANCING SOURCES/USES		0.00	0.00	0.00	0.00		
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		275,259.49	791,253.85	(360,733.34)	791,253.85		
<b>F. FUND BALANCE</b>							
1) Beginning Fund Balance							
a) As of July 1 - Unaudited	9791	86,351.00	186,307.64		186,307.64	0.00	0.00%
b) Audit Adjustments	9793	0.00	0.00		0.00	0.00	0.00%
c) As of July 1 - Audited (F1a + F1b)		86,351.00	186,307.64		186,307.64		
d) Other Restatements	9795	0.00	46,110.36		46,110.36	0.00	0.00%
e) Net Beginning Balance (F1c + F1d)		86,351.00	232,418.00		232,418.00		
2) Ending Balance, June 30 (E + F1e)		361,610.49	1,023,671.85		1,023,671.85		



REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Description		Unrestricted - Resources 0000-1999					
		Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col. B & D) (E)	% Diff (E / B) (F)
<b>A. REVENUES</b>							
1) Local Control Funding Formula Sources	8010-8099	3,240,033.00	3,546,437.00	0.00	3,546,437.00	0.00	0.00%
2) Federal Revenues	8100-8299	0.00	0.00	0.00	0.00	0.00	0.00%
3) Other State Revenues	8300-8599	43,364.60	45,471.00	0.00	45,471.00	0.00	0.00%
4) Other Local Revenues	8600-8799	150,000.00	162,027.27	0.00	162,027.27	0.00	0.00%
5) TOTAL REVENUES		3,433,397.60	3,753,935.27	0.00	3,753,935.27		
<b>B. EXPENDITURES</b>							
1) Certificated Salaries	1000-1999	642,992.24	916,712.95	0.00	916,712.95	0.00	0.00%
2) Classified Salaries	2000-2999	463,698.33	600,594.64	0.00	600,594.64	0.00	0.00%
3) Employee Benefits	3000-3999	366,453.88	413,534.68	0.00	413,534.68	0.00	0.00%
4) Books and Supplies	4000-4999	374,089.60	65,978.77	0.00	65,978.77	0.00	0.00%
5) Services, Other Operating Expenses	5000-5999	1,137,403.55	874,274.93	0.00	874,274.93	0.00	0.00%
6) Capital Outlay	6000-6599	52,479.03	52,479.02	0.00	52,479.02	0.00	0.00%
7) Other Outgo (excluding Direct Support/Indirect Costs)	7100-7299 7400-7499	61,000.00	66,538.00	0.00	66,538.00	0.00	0.00%
8) Direct Support/Indirect Costs	7300-7399	0.00	(27,431.57)	0.00	(27,431.57)	0.00	0.00%
9) TOTAL EXPENDITURES		3,098,116.62	2,962,681.42	0.00	2,962,681.42		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A6 - B9)</b>		335,280.98	791,253.85	0.00	791,253.85		
<b>D. OTHER FINANCING SOURCES/USES</b>							
1) Interfund Transfers							
a) Transfers In	8910-8929	0.00	0.00	0.00	0.00	0.00	0.00%
b) Transfers Out	7610-7629	0.00	0.00	0.00	0.00	0.00	0.00%
2) Other Sources/Uses							
a) Sources	8930-8979	0.00	0.00	0.00	0.00	0.00	0.00%
b) Uses	7630-7699	0.00	0.00	0.00	0.00	0.00	0.00%
3) Contributions	8980-8999	(60,021.49)	0.00	0.00	0.00	0.00	0.00%
4) TOTAL OTHER FINANCING SOURCES/USES		(60,021.49)	0.00	0.00	0.00		
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		275,259.49	791,253.85	0.00	791,253.85		
<b>F. FUND BALANCE</b>							
1) Beginning Fund Balance							
a) As of July 1 - Unaudited	9791	86,351.00	186,307.64		186,307.64	0.00	0.00%
b) Audit Adjustments	9793	0.00	0.00		0.00	0.00	0.00%
c) As of July 1 - Audited (F1a + F1b)		86,351.00	186,307.64		186,307.64		
d) Other Restatements	9795	0.00	46,110.36		46,110.36	0.00	0.00%
e) Net Beginning Balance (F1c + F1d)		86,351.00	232,418.00		232,418.00		
2) Ending Balance, June 30 (E + F1e)		361,610.49	1,023,671.85		1,023,671.85		

2022/2023 First Interim  
GENERAL FUND  
SUMMARY  
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Description	Object Codes	Restricted - Resources 2000-9999					
		Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col. B & D) (E)	% Diff (E / B) (F)
<b>A. REVENUES</b>							
1) Local Control Funding Formula Sources	8010-8099	0.00	0.00	0.00	0.00	0.00	0.00%
2) Federal Revenues	8100-8299	619,340.43	1,115,582.63	26,557.85	1,115,582.63	0.00	0.00%
3) Other State Revenues	8300-8599	478,746.49	580,274.20	7,676.08	580,274.20	0.00	0.00%
4) Other Local Revenues	8600-8799	0.00	0.00	0.00	0.00	0.00	0.00%
5) TOTAL REVENUES		1,098,086.92	1,695,856.83	34,233.93	1,695,856.83		
<b>B. EXPENDITURES</b>							
1) Certificated Salaries	1000-1999	278,762.96	72,871.00	20,542.75	72,871.00	0.00	0.00%
2) Classified Salaries	2000-2999	251,118.44	419,614.98	132,656.58	419,614.98	0.00	0.00%
3) Employee Benefits	3000-3999	115,483.24	51,277.04	13,260.06	51,277.04	0.00	0.00%
4) Books and Supplies	4000-4999	260,054.03	724,321.42	180,669.44	724,321.42	0.00	0.00%
5) Services, Other Operating Expenses	5000-5999	252,689.74	400,340.82	42,024.00	400,340.82	0.00	0.00%
6) Capital Outlay	6000-6599	0.00	0.00	0.00	0.00	0.00	0.00%
7) Other Outgo (excluding Direct Support/Indirect Costs)	7100-7299 7400-7499	0.00	0.00	0.00	0.00	0.00	0.00%
8) Direct Support/Indirect Costs	7300-7399	0.00	27,431.57	5,814.44	27,431.57	0.00	0.00%
9) TOTAL EXPENDITURES		1,158,108.41	1,695,856.83	394,967.27	1,695,856.83		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A6 - B9)</b>		(60,021.49)	0.00	(360,733.34)	0.00		
<b>D. OTHER FINANCING SOURCES/USES</b>							
1) Interfund Transfers							
a) Transfers In	8910-8929	0.00	0.00	0.00	0.00	0.00	0.00%
b) Transfers Out	7610-7629	0.00	0.00	0.00	0.00	0.00	0.00%
2) Other Sources/Uses							
a) Sources	8930-8979	0.00	0.00	0.00	0.00	0.00	0.00%
b) Uses	7630-7699	0.00	0.00	0.00	0.00	0.00	0.00%
3) Contributions	8980-8999	60,021.49	0.00	0.00	0.00	0.00	0.00%
4) TOTAL OTHER FINANCING SOURCES/USES		60,021.49	0.00	0.00	0.00		
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		(0.00)	0.00	(360,733.34)	0.00		
<b>F. FUND BALANCE</b>							
1) Beginning Fund Balance							
a) As of July 1 - Unaudited	9791	0.00	0.00		0.00	0.00	0.00%
b) Audit Adjustments	9793	0.00	0.00		0.00	0.00	0.00%
c) As of July 1 - Audited (F1a + F1b)		0.00	0.00		0.00		
d) Other Restatements	9795	0.00	0.00		0.00	0.00	0.00%
e) Net Beginning Balance (F1c + F1d)		0.00	0.00		0.00		
2) Ending Balance, June 30 (E + F1e)		(0.00)	0.00		0.00		

# Coversheet

## Revised 2022/23 Budget

**Section:** IV. Action Items  
**Item:** B. Revised 2022/23 Budget  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** FY23-GCA-Frcst-22.11.09 MYP budget.pdf

## Golden Charter Academy

## Multi-Year Forecast

Revised 11/09/2022



	2022-23	2023-24	2024-25
	Forecast	Forecast	Forecast
<b>Assumptions</b>			
LCFF COLA	13.26%	5.38%	4.02%
Non-LCFF Revenue COLA	n/a	0.00%	0.00%
Expense COLA	2.00%	2.00%	2.00%
Enrollment	265.00	312.00	360.00
Average Daily Attendance	249.10	293.28	338.40
<b>Revenues</b>			
<b>State Aid - Revenue Limit</b>			
8011 LCFF State Aid	\$ 3,250,008	\$ 3,987,986	\$ 4,740,367
8012 Education Protection Account	49,820	58,656	67,680
8096 In Lieu of Property Taxes	246,609	290,347	335,016
	<u>3,546,437</u>	<u>4,336,989</u>	<u>5,143,063</u>
<b>Federal Revenue</b>			
8181 Special Education - Entitlement	29,069	41,639	49,024
8220 Federal Child Nutrition	260,000	306,113	353,208
8290 Title I, Part A - Basic Low Income	72,434	85,281	98,401
8291 Title II, Part A - Teacher Quality	9,172	10,799	12,460
8294 Title V, Part B - PCSG	534,908	-	-
8296 Other Federal Revenue	210,000	98,399	10,000
	<u>1,115,583</u>	<u>542,231</u>	<u>523,093</u>
<b>Other State Revenue</b>			
8311 State Special Education	192,006	226,060	260,839
8520 Child Nutrition	70,000	82,415	95,094
8545 School Facilities (SB740)	105,101	140,019	420,795
8550 Mandated Cost	3,124	4,568	5,379
8560 State Lottery	59,037	69,507	80,201
8599 Other State Revenue	196,477	290,481	290,481
	<u>625,745</u>	<u>813,052</u>	<u>1,152,789</u>
<b>Other Local Revenue</b>			
8660 Interest Revenue	293	-	-
8689 Other Fees and Contracts	934	-	-
8699 School Fundraising	800	-	-
8980 Contributions, Unrestricted	160,000	150,000	100,000
	<u>162,027</u>	<u>150,000</u>	<u>100,000</u>
<b>Total Revenue</b>	<b>\$ 5,449,792</b>	<b>\$ 5,842,272</b>	<b>\$ 6,918,945</b>
<b>Expenses</b>			
<b>Certificated Salaries</b>			
1100 Teachers' Salaries	713,319	860,140	1,020,012
1170 Teachers' Substitute Hours	28,888	28,000	32,000
1175 Teachers' Extra Duty/Stipends	16,800	28,000	32,000
1200 Pupil Support Salaries	99,669	131,145	136,391
1300 Administrators' Salaries	130,909	124,800	209,792
	<u>989,584</u>	<u>1,172,085</u>	<u>1,430,195</u>
<b>Classified Salaries</b>			
2100 Instructional Salaries	438,801	495,766	551,241
2200 Support Salaries	157,252	146,224	152,073
2300 Classified Administrators' Salaries	220,000	223,600	232,544
2400 Clerical and Office Staff Salaries	204,157	204,697	212,885
	<u>1,020,210</u>	<u>1,070,287</u>	<u>1,148,743</u>
<b>Benefits</b>			
3101 STRS	188,242	223,868	273,167
3301 OASDI	61,093	66,358	71,222
3311 Medicare	28,823	32,514	37,395
3401 Health and Welfare	134,726	218,400	259,584
3501 State Unemployment	6,752	686	756
3601 Workers' Compensation	20,759	31,393	36,105
3901 Other Benefits	24,416	32,109	34,462
	<u>464,812</u>	<u>605,328</u>	<u>712,691</u>

## Golden Charter Academy

## Multi-Year Forecast

Revised 11/09/2022



	2022-23	2023-24	2024-25
	Forecast	Forecast	Forecast
<b>Books and Supplies</b>			
4100 Textbooks and Core Curricula	-	50,000	58,846
4200 Books and Other Materials	35,600	18,367	21,616
4302 School Supplies	96,500	50,391	59,306
4305 Software	57,500	69,052	81,269
4310 Office Expense	107,800	129,458	152,362
4311 Business Meals	4,400	5,284	6,219
4400 Noncapitalized Equipment	198,500	79,825	93,948
4700 Food Services	290,000	348,263	409,878
	<u>790,300</u>	<u>750,639</u>	<u>883,444</u>
<b>Subagreement Services</b>			
5102 Special Education	142,028	170,562	200,738
5103 Substitute Teacher	6,954	8,352	9,829
5104 Transportation	112,700	135,342	159,287
5105 Security	12,000	14,411	16,960
5106 Other Educational Consultants	151,478	154,508	157,598
	<u>425,160</u>	<u>483,174</u>	<u>544,413</u>
<b>Operations and Housekeeping</b>			
5201 Auto and Travel	7,300	8,767	10,318
5300 Dues & Memberships	15,300	18,374	21,625
5400 Insurance	25,800	30,983	36,465
5501 Utilities	84,800	86,496	101,799
5502 Janitorial Services	66,257	67,582	79,539
5900 Communications	8,400	8,568	10,084
5901 Postage and Shipping	2,200	2,642	3,109
	<u>210,057</u>	<u>223,412</u>	<u>262,939</u>
<b>Facilities, Repairs and Other Leases</b>			
5601 Rent	146,279	186,692	1,465,800
5602 Additional Rent	-	120,000	-
5603 Equipment Leases	17,500	21,016	24,734
5610 Repairs and Maintenance	36,000	36,720	43,217
	<u>199,779</u>	<u>364,428</u>	<u>1,533,751</u>
<b>Professional/Consulting Services</b>			
5801 IT	32,000	38,429	45,228
5802 Audit & Taxes	5,800	5,916	6,034
5803 Legal	20,000	20,400	20,808
5804 Professional Development	26,200	31,464	37,030
5805 General Consulting	97,900	117,569	138,369
5806 Special Activities/Field Trips	26,100	31,344	36,889
5807 Bank Charges	2,200	2,642	3,109
5808 Printing	7,000	8,406	9,894
5809 Other taxes and fees	6,300	7,566	8,904
5810 Payroll Service Fee	10,300	12,369	14,558
5811 Management Fee	115,356	116,845	138,379
5812 District Oversight Fee	35,464	43,370	51,431
5815 Public Relations/Recruitment	55,000	24,000	24,480
	<u>439,620</u>	<u>460,320</u>	<u>535,114</u>
<b>Depreciation</b>			
6900 Depreciation Expense	52,479	52,479	-
	<u>52,479</u>	<u>52,479</u>	<u>-</u>
<b>Interest</b>			
7438 Interest Expense	66,538	-	-
	<u>66,538</u>	<u>-</u>	<u>-</u>
<b>Total Expenses</b>	<b>\$ 4,658,538</b>	<b>\$ 5,182,152</b>	<b>\$ 7,051,288</b>
<b>Surplus (Deficit)</b>	<b>\$ 791,254</b>	<b>\$ 660,120</b>	<b>\$ (132,344)</b>
<b>Fund Balance, Beginning of Year</b>	<b>\$ 232,418</b>	<b>\$ 1,023,672</b>	<b>\$ 1,683,792</b>
<b>Fund Balance, End of Year</b>	<b>\$ 1,023,672</b>	<b>\$ 1,683,792</b>	<b>\$ 1,551,448</b>
	<b>22.0%</b>	<b>32.5%</b>	<b>22.0%</b>

**Golden Charter Academy****Multi-Year Forecast**

Revised 11/09/2022



	2022-23	2023-24	2024-25
	Forecast	Forecast	Forecast
<b>Cash Flow Adjustments</b>			
Surplus (Deficit)	791,254	660,120	(132,344)
Cash Flows From Operating Activities			
Depreciation/Amortization	52,479	52,479	-
Public Funding Receivables	(273,188)	416,742	(148,159)
Prepaid Expenses	4,669	-	-
Deposits	(554,000)	-	-
Accounts Payable	(114,849)	3,925	813
Accrued Expenses	(29,504)	-	-
Deferred Revenue	711,815	-	-
Cash Flows From Investing Activities			
Purchases of Prop. And Equip.	(19,770)	-	-
Cash Flows From Financing Activities			
Proceeds from Factoring	1,511,100	-	-
Payments on Factoring	(1,872,700)	-	-
Capital Lease, net	(51,741)	(49,181)	(10,152)
Proceeds(Payments) on Debt	(62,502)	(62,502)	(62,502)
<b>Total Change in Cash</b>	<b>93,063</b>	<b>1,021,583</b>	<b>(352,344)</b>
Cash, Beginning of Year	292,164	385,228	1,406,810
<b>Cash, End of Year</b>	<b>\$ 385,228</b>	<b>\$ 1,406,810</b>	<b>\$ 1,054,466</b>

# Coversheet

## PCSD Loan Documents

**Section:** IV. Action Items  
**Item:** C. PCSD Loan Documents  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** PCSD-Golden\_\_Belmont\_Loan\_LOI\_221128.pdf



November 28, 2022

Robert Golden  
President/CEO, Golden Charter Academy  
1626 W Princeton Ave  
Fresno, CA 93705

**RE: PCSD Letter of Intent for Acquisition & Predevelopment Loan (741 W. Belmont Ave, Fresno, CA 93728)**

Dear Robert:

Pacific Charter School Development, Inc. ("PCSD") is pleased to provide you with proposed terms for a land acquisition and predevelopment loan (the "Loan") associated with the Project (as defined below) to be located at 741 W. Belmont Ave, Fresno, CA 93728. The proposed loan will enable Golden Charter Academy ("GCA"), to develop a permanent educational facility (the "Project"). The terms of this Loan are outlined below and are subject to full credit approval by the PCSD Board of Directors.

Please note that this letter is for discussion purposes only and should not be construed as a commitment to lend. The terms contained in this letter are not all-inclusive; additions and changes may be made as PCSD and its counsel deems necessary, prudent or desirable during the credit approval and underwriting process.

The terms of the Loan for the Project would be as follows:

DIRECT BORROWER:	Golden Charter Academy or affiliate
LOAN TYPE:	Acquisition and predevelopment term loan
LOAN AMOUNT:	Up to \$1,000,000 for acquisition with an additional \$1,100,000 during predevelopment for a total of \$2,100,000 (see further details below)
INTEREST RATE:	2.5% fixed
FEES:	\$16,000 origination fee (1% on PCSD \$500k at closing, 1% on PCSD \$1.1M when starting to be disbursed, 0% on CSGF \$500k)

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**Pacific Charter School Development, Inc.**  
600 Wilshire Blvd, Suite 200, Los Angeles, CA 90017  
(t) (213) 542-4700 / (f) (213) 542-4701



LOAN TERM:	Maturity is the sooner of 2 years from the date of acquisition of the property at Belmont, or refinancing of the project/land.
BORROWER EQUITY:	GCA is required to contribute at least \$250,000 cash equity for the land acquisition (evidenced with proof of receipt by escrow) prior to close. GCA is also required to cover any and all closing costs of the acquisition at Belmont, including the initial PCSD origination fee of \$5,000.
PREDEVELOPMENT DISBURSEMENT:	Further funds beyond PCSD’s initial \$500,000 will not be disbursed until another \$284,000 (or a total of \$540,000, whichever is greater) has been contributed by GCA towards the project (evidenced with proof of payment by GCA with invoices and check copies). After review of the spent costs, PCSD can then disburse another \$1,100,000 toward predevelopment costs, for a total PCSD loan of \$1,600,000.
REPAYMENT:	Interest only with monthly payments made from loan proceeds as interest costs are incurred, or paid current monthly from school operations. If the former, an interest reserve must be established as part of the project budget.
TAKEOUT:	PCSD assumes full pay-off of the balloon at Maturity Date. PCSD anticipates the school will (re)finance this project with a CDFI lender.
SECURITY:	First Deed of Trust on fee simple and improvements located at the Project site, to be shared parri passu with CSGF on the first \$500,000 of debt from both parties. PCSD will subordinate the remainder of its loan (\$1.1M) to the \$1.0M (CSGF + PCSD) ahead of it.
CONVERSION DATE:	Not Applicable to this Project at this time.
RECOURSE:	Not Applicable to this Project at this time.
APPRAISAL:	Not Applicable to this Project at this time.
LOAN TO VALUE (LTV):	Not Applicable to this Project at this time.
RESERVES:	Not Applicable to this Project at this time.
PROJECT ASSUMPTIONS:	<b>Exhibit A:</b> “Financing Summary” is an estimate of the total facility cost and repayment terms for this Project at this time. This exhibit was prepared by PCSD and based on preliminary project assumptions, including building square footage, debt terms, executed purchase and sale agreement (PSA) terms and estimated construction costs, which will result in an expected lease rate to the school that is approximately \$945,000 per year, based on a \$4.826M equity investment by GCA. These are estimates only and PCSD does not provide any guarantee that these terms can be realized for this project.

LOAN FINANCIAL

COVENANTS:

For the duration of the Loan, financial statements and reports from GCA will be required as follows:

- a. Annual audited financial statements within 180 days of the end of each fiscal year, with accompanying schedule of contingent liabilities;
- b. Internally-prepared monthly or quarterly financial statements within 45 days of request;
- c. P1, P2 and P-Final enrollment data for all years the loan is outstanding;
- d. Updated fundraising and repayment plan.

In addition, the Borrower or School must maintain throughout the Loan term, tested annually from the audited financial statements, the following key financial ratios calculated on an unconsolidated basis:

- Quick ratio of at least 1.0x
- Current ratio of at least 1.05x
- Positive cash flow from operations each fiscal year
- Total debt to net assets (equity) no greater than 3.5:1
- Minimum 1.15x Lease Coverage Ratio based on school revenue to school's debt payments to all lenders

LEGAL FEES:

Borrower is responsible for its own costs associated with documentation and closing of the Loan. PCSD's use of internal legal counsel is included in the origination fee, however, an invoice will be provided and is the responsibility of the Borrower if the Loan does not close and PCSD costs were incurred. PCSD counsel will be billed at a reasonable market hourly rate.

The closing of the Loan will be subject to PCSD's standard underwriting processes, including full credit approval, and closing conditions. As part of its underwriting due diligence, PCSD will require the following:

1. Written GCA fundraising plan for full construction of the project showing at least \$4.8M of targeted funds;
2. Receipt of first year's audited financial statements for GCA, along with most recent interim financial statements, and any additional documentation, as requested by PCSD. The financial covenants will be finalized once PCSD has completed its underwriting of Borrower and GCA;
3. School pro-forma projections through the year of full and stabilized enrollment;
4. Copy of the fully approved charter;
5. An enrollment plan and evidence of interest of enrollment for future years;
6. Any other information requested by PCSD.

The loan documents, once drafted, will include additional conditions that the Borrower will be required to meet for the Loan to close. We thank you for your interest and look forward to working with you on this transaction. Our due diligence and underwriting will commence upon receipt of a countersigned copy of this letter.

Sincerely,



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**John Sun**  
Chief Executive Officer

Agreed and Accepted:

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**Robert Golden**  
President & CEO

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

# Coversheet

## Revised 2022/23 School Calender

**Section:** IV. Action Items  
**Item:** D. Revised 2022/23 School Calender  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
\_OFFICIAL\_w\_UPDATE 2022-2023 GCA Academic Calendar - 2022-23.pdf



# THE GOLDEN CHARTER ACADEMY

## ACADEMIC CALENDAR - SCHOOL YEAR 2022/23

**HOLIDAY - NO SCHOOL**

**PD - NO SCHOOL**

**FAMILY CONFERENCES**

**ELO / SUMMER PROGRAM**

JULY 2022						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST 2022						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER 2022						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

TEACHER WORK YEAR	
August 1, 2022 - May 31, 2023	

PROFESSIONAL DEVELOPMENT	
17 days	

DAYS IN OPERATION	
Aug-2022	17
Sep-2022	21
Oct-2022	20
Nov-2022	16
Dec-2022	12
Jan-2023	15
Feb-2023	18
Mar-2023	22
Apr-2023	14
May-2023	20

SCHOOL BEGINS	
August 9, 2022	
SCHOOL ENDS	
May 26, 2023	

OCTOBER 2022						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER 2022						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

TOTAL INSTRUCTIONAL DAYS	
175	

VACATION & HOLIDAYS	
Independence Day	7/4/2022
Labor Day	9/5/2022
Veteran's Day	11/11/2022
Thanksgiving Break	11/21/22 - 11/25/2023
Winter Break	12/19/22 - 1/6/2023
MLK Jr. Day	1/16/2023
Lincoln's Birthday	2/13/2023
President's Day	2/20/2023
Spring Break	4/3/23 - 4/10/2023
Memorial Day	5/29/2023

JANUARY 2023						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

GCA Learning Periods	
LP1:	8/9/22 - 9/2/22
LP2:	9/5/22 - 9/30/22
LP3:	10/3/22 - 10/28/22
LP4:	10/31/22 - 11/25/22
LP5:	11/28/22 - 12/16/22
LP6:	1/9/23 - 2/3/23
LP7:	2/6/23 - 3/3/23
LP8:	3/6/23 - 3/31/23
LP9:	4/3/23 - 5/5/23
LP10:	5/8/23 - 5/26/23

END OF SEMESTER DATES	
SEMESTER 1:	8/8/2022 - 12/16/2022
SEMESTER 2:	1/9/2023 - 5/26/2023

APRIL 2023						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

MAY 2023						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE 2023						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

ELEMENTARY REPORTING PERIODS	
QUARTER 1:	8/9/2022 - 10/7/2022
QUARTER 2:	10/11/2022 - 12/16/2022
QUARTER 3:	1/10/2023 - 3/17/2023
QUARTER 4:	3/20/2023 - 5/26/2023

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