



Golden Charter Academy

GCA Board of Trustees Meeting

Published on June 7, 2023 at 4:53 PM PDT

Date and Time

Tuesday June 13, 2023 at 1:00 PM PDT

Location

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

Topic: GCA Board of Trustees Regular Meetings

Time: June 13, 2023 01:00 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

Find your local number: <https://us02web.zoom.us/j/88417324062>

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

Agenda

	Purpose	Presenter	Time
I. Opening Items			1:00 PM
A. Call the Meeting to Order			
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			
C. Pledge of Allegiance			
D. Approval of the Agenda	Vote		
E. Public Comment			
<p>This portion of the meeting is set aside for members of the audience to make comments or raise issues that are not specifically on the agenda or items that may be on the agenda. Each presentation will be limited to three (3) minutes per person and the total time allotted to non-agenda items in accordance with the Brown Act, there shall be no action taken, nor should there be comments on, responses to, or discussion of a topic not on the agenda. Board members may: (1) acknowledge receipt of information/report; (2) refer to staff with no direction as to action or priority; or (3) refer a matter to another agenda. The Board is not obligated to make comments.</p>			

	Purpose	Presenter	Time
II. Consent Agenda			1:00 PM
<p>Consent agenda items are for routine matters that do not require discussion or deliberation by the Board. The Consent calendar permits the Board to approve multiple items in one action without discussion. All Board members have the right to remove a consent item from the consent calendar so that normal discussion and deliberation may take place. If a Board members' request that an item be removed from the Consent Agenda, the item will be pulled for discussion and separate action.</p>			
A. Approval & Consideration of Consent Agenda			5 m
<ol style="list-style-type: none"> 1. May 4th, 2023 Board Meeting Minutes 2. May 11th, 2023 Special Board Meeting Minutes 3. Human Resource Coordinator Job Description & Salary Range 4. 2023-2024 Employee Benefits Package 5. 2023 - 2024 D&O & Property Insurance 6. Financial Warrants 			
B. May 4, 2023 Board Meeting Minutes Draft	Approve Minutes		
C. May 11, 2023 Special Board Meeting Minutes Draft	Approve Minutes		5 m
D. Human Resource Coordinator Job Description & Salary Range	FYI		5 m
E. 2023-24 Employee Benefits Packages	FYI		5 m
F. 2023-2024 D&O and Property Insurance			5 m
G. Financial Warrants	Vote		
III. Information / Discussion			1:25 PM
A. Reports and Updates	Discuss		15 m
<ol style="list-style-type: none"> 1. Assistant Principal Introduction - Liana Pellegrino M.S. 			

	Purpose	Presenter	Time
2. CEO Report (Robert Golden, President & CEO) Enrollment and Operations Update			
3. Financial Report (Jim Weber, Charter Impact) Monthly Financial Update & 2023-2024 Budget Overview			
4. Principal's Report (Mandy Breuer, Principal) Information Report/ Local Control Accountability Plan 2023-2024			
B. 2023-24 Local Control and Accountability Plan (LCAP)	Discuss		5 m
C. 2023-2024 Board Members Resignations	Discuss		5 m
1. Trustee Ruthie Quinto 2. Trustee Dr. Brad Huff			
IV. Action Items			1:50 PM
A. Consideration & Approval of Pacific Charter School Development (PCSD) Loan Agreement Consideration & Approval of Pacific Charter School Development (PCSD) Loan Agreement for loan to Golden Opportunity Legacy Development, LLC for the school facility located at [741 W Belmont Ave]	Vote		5 m
B. Consideration & Approval of Dyson & Janzen Architects INC AIA Contract Consideration & Approval of Dyson & Janzen Architects INC AIA contract for 741 W Belmont	Vote		5 m
C. Consideration & Approval of Fresno Chaffee Zoo Purchase Sale Agreement (PSA) Consideration and Approval of Fresno Chaffee Zoo Purchase Sale Agreement for property 705 w. Belmont			
V. Board Member Comments			2:00 PM
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	FYI		

	Purpose	Presenter	Time
Thursday, Jun 15, 2023 at 1:00 pm			
B.	Suggested Agenda Items	Discuss	5 m
VI.	Closing Items		2:05 PM
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

May 4, 2023 Board Meeting Minutes Draft

Section: II. Consent Agenda
Item: B. May 4, 2023 Board Meeting Minutes Draft
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for GCA Board of Trustees Meeting on May 4, 2023

APPROVED



GOLDEN
CHARTER ACADEMY

Golden Charter Academy

Minutes

GCA Board of Trustees Meeting

Date and Time

Thursday May 4, 2023 at 4:30 PM

Location

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

Topic: GCA Board of Trustees Regular Meetings

Time: May 4, 2023 04:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

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

Meeting ID: 884 1732 4062

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

Directors Present

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

Directors Absent

I. Green

Ex Officio Members Present

J. Weber (remote), R. Golden

Non Voting Members Present

J. Weber (remote), R. Golden

Guests Present

E. Ewing II, J. Xiong (remote)

I. Opening Items

A. Call the Meeting to Order

K. Thomas called a meeting of the board of directors of Golden Charter Academy to order on Thursday May 4, 2023 at 4:31 PM.

B. Roll Call

C. Pledge of Allegiance

Pledge of Allegiance led by Keshia Thomas.

D. Approval of the Agenda

D. Huff made a motion to approve the Agenda.

R. Quinto seconded the motion.

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

E. Closed Session

F. Public Comment

II. Consent Agenda

A. April 13, 2023 Board Meeting Minutes Draft

D. Huff made a motion to approve the minutes from GCA Board of Trustees Meeting on 04-13-23.

R. Quinto seconded the motion.

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

B. Financial Warrants

C. Approval of the Consent Agenda

III. Information / Discussion

A. Reports and Updates

Principal Reports (Mandy Breuer, Principal)

The 2.0 Wrap-up

5/1 - 5/12 ELPAC and NWEA Testing. 5/10, Civic Education Center Showcase at Tower Theatre from 3-6pm. Q4 POLs, kicking off with 2nd grader's Homes to Withstand Time on May 18th. TK's, The Cubs Sunflower Picnic POL on May 19th. 3rd grade's Weather Resistant Structures on May 20th. Wrapping up with 4th grade's The Impact of Noise Pollution on May 25th. GOLDuation on Friday, May 26th from 9-2pm. Summer Camp launching in June 1st through June 30th.

Welcoming 3.0!

CEO Report (Robert Golden, President & CEO)

Employees on Months: Jill Shannon (counselor) and Coupe Taylor (counselor)

Tax returns submitted to CDE.

GCA still at max enrollment. Lottery help on March 31st. Currently at max capacity for the 23-24 SY with over 160 students on the waitlist. With 44 students on the TK waitlist, there is a possibility of adding a second TK class. Plans to keep our current campus for TK and Kinder students. Gearing up for 3.0, admin team will renew policies and procedures to be approved in the upcoming board meetings. Will be adding an Assistant Principal position.

Financial Report (Jim Weber, Charter Impact)

P2 ADA 231.95, cuts revenue (\$20k) from budget. Goal surplus for 22/23: \$800k range (18%) stabilize cashflow in year 3. Cash ended month \$326k with all factoring repaid. Rolling UPP 90.83%. LCFF cut \$20k due to reduced ADA/UPP. ESSER III -\$288K forecast 22/23, potentially stretched to 23/24. Learning Recovery - \$388k through June 28th. Ending funding balance forecast \$1 million+, 23% should stabilize 23/24. Current cash is \$326k with no outstanding advances.

B. PCSD Facility Update

Joe Wilson, Pacific Charter School Development

Two modulars are to be delivered to campus on June 26th. City of Fresno has approved the modulars. Third modular is in the works.

C. Phoenix Philanthropy Group Fundraising Update

Peter Smits, Phoenix Philanthropy

Fundraising goal for the new facility is 20 million. The goal is to raise the full amount before the opening of the new campus. Dr. Gonzalez provided a prospectus list with over 300 names. All current and passed donors have been added to Bloomerang with over 500 prospects at the moment.

D. Governance Handbook Discussion

Mike Mizzoni, BoardOnTrack

Training presentation for Board members.

E. 2023/24 Bell Schedule

F. 2023/24 School Calendar

G. New Job Descriptions

H. June Board Meetings

June 1, 2023

June 15, 2023

IV. Action Items

A. Consideration & Approval of Governance Handbook

B. Consideration & Approval of the 2023/24 Bell Schedule

C. Consideration & Approval of the 2023/24 School Calendar

D. Consideration & Approval of Assistant Principal Job Description & Salary Range

D. Huff made a motion to approve Assistant Principal job description & salary range.

E. Gonzalez seconded the motion.

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

E. Consideration & Approval of Director of Quality Control Job Description & Salary Range

D. Huff made a motion to approve Direction of Quality Control job description and salary range.

E. Gonzalez seconded the motion.
The board **VOTED** to approve the motion.

F. Consideration & Approval of Director of Events & Activities Job Description & Salary Range

D. Huff made a motion to approve Director of Events & Activities job description and salary range.

E. Gonzalez seconded the motion.
The board **VOTED** to approve the motion.

G. Consideration & Approval of Food Services Coordinator Job Description & Salary Range

D. Huff made a motion to approve Food Services Coordinator job description and salary range.

E. Gonzalez seconded the motion.
The board **VOTED** to approve the motion.

H. Consideration & Approval of Cafeteria Manager Job Description & Salary Range

D. Huff made a motion to approve Cafeteria Manager job description and salary range.

E. Gonzalez seconded the motion.
The board **VOTED** to approve the motion.

I. Consideration & Approval of Principal Mandy Bruer's 2022/23 June Contract

J. Consideration & Approval of Principal Mandy Bruer's 2023/24 Contract

V. 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 6:12 PM.

Respectfully Submitted,
K. Thomas

Coversheet

May 11, 2023 Special Board Meeting Minutes Draft

Section: II. Consent Agenda
Item: C. May 11, 2023 Special Board Meeting Minutes Draft
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for GCA Special Board of Trustees Meeting on May 11, 2023

APPROVED



GOLDEN
CHARTER ACADEMY

Golden Charter Academy

Minutes

GCA Special Board of Trustees Meeting

Date and Time

Thursday May 11, 2023 at 1:00 PM

Location

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

Topic: GCA Board of Trustees Regular Meetings

Time: May 11, 2023 01:00 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

Directors Present

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

Directors Absent

K. Thomas, R. Quinto

Ex Officio Members Present

R. Golden (remote)

Non Voting Members Present

R. Golden (remote)

Guests Present

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

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 May 11, 2023 at 1:03 PM.

B. Roll Call

C. Pledge of Allegiance

Pledge of Allegiance led by Dr. Gonzalez.

II. Action Items

A. Consideration & Approval of Principal Mandy Bruer's 2022/23 June Contract

D. Huff made a motion to approve Principal Mandy Breuer's 2022/23 June Contract.
S. Barton seconded the motion.
The board **VOTED** to approve the motion.

B. Consideration & Approval of Principal Mandy Bruer's 2023/24 Contract

D. Huff made a motion to approve Principal Mandy Breuer's 2023/24 Contract.
I. Green seconded the motion.

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

C. Consideration & Approval of the 2023/24 Bell Schedule

D. Huff made a motion to approve the 2023/24 Bell Schedule.

B. De Vore seconded the motion.

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

D. Consideration & Approval of the 2023/24 School Calendar

B. De Vore made a motion to approve the 2023/24 School Calendar.

D. Huff seconded the motion.

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

E. Consideration & Approval of Governance Handbook

B. De Vore made a motion to approve the Governance Handbook.

D. Huff seconded the motion.

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

III. Board Member Comments

A. Next Regularly Scheduled Board Meeting

Thursday, June 1, 2023

B. Suggested Agenda Items

IV. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 1:15 PM.

Respectfully Submitted,

E. Gonzalez

Coversheet

Human Resource Coordinator Job Description & Salary Range

Section: II. Consent Agenda
Item: D. Human Resource Coordinator Job Description & Salary Range
Purpose: FYI
Submitted by:
Related Material:
Classified Employment Contract, 2023-2024, Exhibit A (Human Resource Coordinator).pdf



GOLDEN

CHARTER ACADEMY

GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

EXHIBIT A

Human Resource Coordinator

Department: Administration
 Supervisor: Chief Executive Officer
 Status: Full-Time, Non-exempt
 Salary: Begins at \$37,120 (18.56 Hr.) – \$61,980 (30.99 Hr.)
 Reporting Days: 231 (Start 7/11/2023 – 6/23/2024 Stop)
 Hours: Monday – Friday, 7:00 a.m. – 4:00 p.m.

The Human Resource Coordinator aids with and facilitates the human resource processes at all business locations. This role administers employee health and welfare plans, payroll processing and onboarding process. The HR Coordinator acts as liaison between employees and insurance providers. This position resolves benefits-related problems and ensures effective use of plans and positive employee relations. This role provides administrative support to the human resource function as needed, including record-keeping, file maintenance and HRIS entry.

RESPONSIBILITIES

- Administers health and welfare plans, including enrollments, changes and terminations. Processes required documents through payroll and insurance providers to ensure accurate record-keeping and proper deductions.
- Processes payroll accurately and timely.
- Responsible for effective employee onboarding.
- Performs customer service functions by answering employee requests and questions.
- Completes Forms I-9, verifies I-9 documentation and maintains I-9 files.
- Reconciles benefits statements.
- Conducts audits of payroll, benefits or other HR programs and recommends corrective action.
- Assists with processing of terminations.
- Ensures timely response to information requested by government agencies including the EDD.
- Assists with recruitment and interview process. Tracks status of candidates in HRIS and responds with follow-up letters at the end of the recruiting process.
- Schedules meetings and interviews as requested by upper management.
- Assists or prepares correspondence as requested.
- Prepares new-employee files.
- Performs other related duties as assigned.
- Reports to work as scheduled.

Position: Human Resource Coordinator
 At-Will Classified Employment Agreement, Exhibit A

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EMPLOYEE Initials

Page 1 of 2
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**ROBERT GOLDEN,
PRESIDENT & CEO**

BOARD OF TRUSTEES

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

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



GOLDEN

CHARTER ACADEMY

GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

**ROBERT GOLDEN,
PRESIDENT & CEO**

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Isaiah Green*

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

REQUIRED SKILLS AND ABILITIES

- Excellent verbal and written communication skills.
- Excellent interpersonal and customer service skills.
- Excellent organizational skills and attention to detail.
- Working understanding of human resource principles, practices and procedures.
- Excellent time management skills with a proven ability to meet deadlines.
- Ability to function well in a high-paced and at times stressful environment.
- Proficient with Microsoft Office Suite or related software.

EDUCATION AND EXPERIENCE

- Associate degree in human resources or related field and/or equivalent experience.
- At least two years' related experience required.
- Knowledge of California wage and hour laws.
- At least one year experience processing payroll.
- SHRM-CP credential preferred.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT

- Prolonged periods of sitting at a desk and working on a computer.
- Must be able to lift up to 15 pounds at times.

Coversheet

2023-24 Employee Benefits Packages

Section: II. Consent Agenda
Item: E. 2023-24 Employee Benefits Packages
Purpose: FYI
Submitted by:
Related Material: EDIS_ProposalFor_TheGoldenCharterAcademy with notes.pdf
5.22 - The Golden Charter Academy (Revised HRA).pdf
2023 Kaiser Renewal Offer- Golden Charter.pdf
2023 Guardian Renewal Offer.pdf
Golden Charter Academy - LTD Proposal.pdf

E.D.I.S.

EMPLOYER DRIVEN INSURANCE SERVICES

Group Insurance Analysis

E.D.I.S. can use a variety of insurance Companies to meet the needs of our clients.

We quote the carriers that best address those needs.

Group Insurance Proposal For:

The Golden Charter Academy

Effective Date

08/01/2023

E.D.I.S. Plan is available for exclusive benefit of a select group of benefit experts

Proposed By:

Dennis Claborn, Insurance License
548 W. Cromwell, Suite 101
Fresno CA
Phone: (559) 721-4770
Fax:

And Provided by:

E.D.I.S.

Insurance License 0M76879

Visalia, California

PH: (559) 733-1240

FAX: (559) 733-2325

E.D.I.S. Group Medical Proposal/Comparison for The Golden Charter Academy

(1)
Carrier Kaiser
Rates Effective as of: 1/1/2023
Plan Name Bronze 60 HDHP HMO 7000

Carrier Deductible \$7,000
Current Annual Premium \$170,215.32
Proposed Annual Carrier Premium \$109,399.32
Instant Savings **\$60,816.00**

This is the annual premium cost difference between Platinum/Gold plans and Bronze

(2)
Proposed Shared Funded Plan (Per Deductible Unit)
First Dollar Amount \$4,000
Individual Deductible \$0
Employer Coinsurance % 0%
Office Visit 100%
Prescription 100%
Employer Maximum Out-of-pocket: \$4,000.00

(3)
Deductible Units
Employee 20
Employees with Dependents 4
Medical Risk Unit Total 28
 This is the risk units EE + Dep enrolled

(4)
Expected Medical Claims Amount (Per Deductible Unit)
Claimants % of Max

5%	100%	\$8,000	(2)
20%	\$800	\$5,600	(7)
30%	\$400	\$4,400	(11)
Total		\$18,000	

Projections on how much is likely to be used of the HRA funding

(5)
Monthly Medical Admin Fee per Employee \$32
Annual Total **\$9,216**
 Annual admin fees - a TPA (EDIS) will process the claims and pay the debit card

(6)
Worst Case Gain/(Loss): (\$60,400.00)
Expected Gain/(Loss): **\$33,600.00**
***Projected Monthly Cost:** **\$11,409.61**
 * A monthly billing fee of \$25.00 has been added to the projected monthly cost.
 Projected savings based on projected claims.

This proposal is for illustrative purposes only. Final rates are determined by the carrier's underwriting guidelines by underwriting and final enrollment. Results may vary based on utilization. Plan administered by E.D.I.S. Employer Driven Insurance Services Inc. Refer to the E.D.I.S. Assumptions and Disclosures included with this proposal for further details on the terms, conditions, and administrative fees associated with the details outlined within this proposal. Summary of Benefits and Coverage (SBC) are available via the E.D.I.S. Online Quoting System, or upon request, for those plans illustrated within this proposal.

E.D.I.S. Medical Schedule of Benefits

For

The Golden Charter Academy

with

Kaiser Bronze 60 HDHP HMO 7000/0% + Child Dental

for the first

7000/14000**Eligible Charges**

Benefits for the first 7000/14000 of Eligible Charges are self-funded and shared by the Member and Employer.

Medical

MEDICAL BENEFIT	Employee Pays	Employer Pays
FIRST DOLLAR AMOUNT	\$0	\$4,000
EMPLOYEE DEDUCTIBLE (Family Max /2 Deductible Aggregate)	\$0	N/A
PHYSICIAN OFFICE VISITS (Deductible Waived)	100%	0%
LAB & X-RAY	100%	0%
INPATIENT HOSPITAL Hospital Services	100%	0%
Physician & Professional Service	100%	0%
OUTPATIENT HOSPITAL Hospital Services	100%	0%
Physician & Professional Services	100%	0%
Emergency Room	100%	0%
OUTPATIENT SURGERY	100%	0%
PHYSICAL/OCCUPATIONAL THERAPY (Subject to Carrier Limitations)	100%	0%
CHIROPRACTIC SERVICES (Subject to Carrier Limitations)	100%	0%
AMBULANCE (Subject to Carrier Limitations)	100%	0%
PRESCRIPTION DRUG SERVICES	100%	0%

OUT OF POCKET COST FOR THE FIRST 7000/14000 of Eligible Charges

HRA	Employee	Employer
Employee Only	\$3,000.00	\$4,000.00
Employee + Family	\$6,000.00	\$8,000.00

BENEFITS AFTER FIRST 7000/14000 of Eligible Charges

	Employee	Carrier
MEDICAL	0%	100%
PRESCRIPTIONS	0%	100%

TOTAL OUT OF POCKET MAXIMUM

	Employee Only	Employee + Family
FIRST 7000/14000 OF ELIGIBLE CHARGES	\$3,000.00	\$6,000.00
AFTER 7000/14000 OF ELIGIBLE CHARGES	\$0.00	\$0.00
TOTAL	\$3,000.00	\$6,000.00

Out of Pocket expenses may vary based on copay selected and carrier internal Plan limits.

This proposal is for illustrative purposes only. Final rates are determined by the carrier's underwriting guidelines by underwriting and final enrollment. Results may vary based on utilization. Plan administered by E.D.I.S. Employer Driven Insurance Services Inc. Refer to the E.D.I.S. Assumptions and Disclosures included with this proposal for further details on the terms, conditions, and administrative fees associated with the details outlined within this proposal. Summary of Benefits and Coverage (SBC) are available via the E.D.I.S. Online Quoting System, or upon request, for those plans illustrated within this proposal.

The Golden Charter Academy
Presenting
Bronze 60 HDHP HMO 7000/0% + Child Dental
7000/14000

Medical

Medical Census

Employee	Age	Zip Code	Area	Type	EE	Dep(s)	Total
Amanda Breuer	46	93705	11	EE	\$378.69	\$0.00	\$378.69
Eric Ewing II	36	93705	11	EE	\$310.53	\$0.00	\$310.53
Robert Golden	32	93705	11	EE	\$298.66	\$0.00	\$0.00
	31	93705	11	ES	\$0.00	\$292.60	\$0.00
	6	93705	11	EC	\$0.00	\$207.12	\$0.00
	3	93705	11	EC	\$0.00	\$207.12	\$0.00
	0	93705	11	EC	\$0.00	\$207.12	\$1,212.62
Regina Harwell	28	93705	11	EE	\$274.42	\$0.00	\$274.42
Ashalynn James	34	93705	11	EE	\$306.49	\$0.00	\$306.49
Michelle Morales	30	93705	11	EE	\$286.54	\$0.00	\$286.54
Noemy Noemy Soto-Rubio	26	93705	11	EE	\$258.52	\$0.00	\$258.52
Malia Rivers	28	93705	11	EE	\$274.42	\$0.00	\$274.42
Rodrigo Rodriguez	34	93705	11	EE	\$306.49	\$0.00	\$306.49
Melanie Smith	36	93705	11	EE	\$310.53	\$0.00	\$310.53
Jordan Stanley	26	93705	11	EE	\$258.52	\$0.00	\$258.52
Monica Stevens	27	93705	11	EE	\$264.58	\$0.00	\$0.00
	8	93705	11	EC	\$0.00	\$207.12	\$471.70
Jackie Xiong	29	93705	11	EE	\$282.50	\$0.00	\$282.50
Robert Beach Jr	51	93705	11	EE	\$470.84	\$0.00	\$470.84
Theresa Bourrel	42	93705	11	EE	\$334.51	\$0.00	\$0.00
	37	93705	11	ES	\$0.00	\$312.55	\$647.06
Brice Brittsan	32	93705	11	EE	\$298.66	\$0.00	\$298.66
Marivel Castillo	55	93705	11	EE	\$562.99	\$0.00	\$562.99
Louise Hendrickson	26	93705	11	EE	\$258.52	\$0.00	\$258.52
Carly Hennessee	31	93705	11	EE	\$292.60	\$0.00	\$292.60
Aliyah Khan	27	93705	11	EE	\$264.58	\$0.00	\$264.58
Kimberly Scarborough	34	93705	11	EE	\$306.49	\$0.00	\$0.00
	10	93705	11	EC	\$0.00	\$207.12	\$513.61
Coupe Taylor	41	93705	11	EE	\$328.70	\$0.00	\$328.70
Susana Valenzuela	27	93705	11	EE	\$264.58	\$0.00	\$264.58
Harley Jenkins	29	93705	11	EE	\$282.50	\$0.00	\$282.50
Totals					\$7,475.86	\$1,640.75	\$9,116.61

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The Golden Charter Academy
Dennis Claborn
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E.D.I.S.

Proposal: 81128
License: 0M76879
Effective Date: 8/1/2023

The Golden Charter Academy
Presenting
Kaiser, Bronze 60 HDHP HMO 7000/0% + Child Dental

Carrier Rate Table

Carrier Zone	11
0-14	\$207.12
15	\$224.29
16	\$230.85
17	\$237.42
18	\$244.49
19	\$237.57
20	\$244.89
21	\$252.46
22	\$252.46
23	\$252.46
24	\$252.46
25	\$253.47
26	\$258.52
27	\$264.58
28	\$274.42
29	\$282.50
30	\$286.54
31	\$292.60
32	\$298.66
33	\$302.45
34	\$306.49
35	\$308.51
36	\$310.53
37	\$312.55
38	\$314.57
39	\$318.61
40	\$322.64
41	\$328.70
42	\$334.51
43	\$342.59
44	\$352.69
45	\$364.55
46	\$378.69
47	\$394.60
48	\$412.77
49	\$430.70
50	\$450.89
51	\$470.84
52	\$492.80
53	\$515.02
54	\$539.00
55	\$562.99
56	\$588.99
57	\$615.25
58	\$643.27
59	\$657.16
60	\$685.18
61	\$709.41
62	\$725.32
63	\$745.26
64+	\$757.38

To calculate an employee's total plan cost under the E.D.I.S. plan, use the following equation.

$$\boxed{\text{Carrier Premium}} + \boxed{\text{Employee Claims}} \text{ or } \boxed{\text{Dependent Claim}} + \boxed{\text{Admin Fee}} = \boxed{\text{Employee Plan Cost Total}}$$

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Agent Notes to Proposal

The following administrative fees will apply:

One Time Start-Up Fee: \$500

Annual Renewal Fee: \$100

Standard Monthly Admin Fee (per employee): \$32

See attached assumptions and disclosures
DEPOSIT FUNDING (How Claims Are Paid)

1. Deposit Funding: Employers receive safety and convenience with no extra administrative functions. E.D.I.S. mails claims checks directly to providers. We also mail the member's Explanation of Benefits (EOB) directly to the member.

The employer simply sets up a claims account at E.D.I.S.. Once a month, E.D.I.S. will provide the employer with a check register reflecting all claims paid for the period with a request for the employer to replenish the claims account. The employer signs just one check for claims per month...its efficient, convenient, and easy.

An initial claims account deposit is collected and held in an account set up specifically for this purpose. The employers money is tracked and managed in its own subaccount so the employers money can never be used to cover another employers claims and complete accounting of the fund will always be in place.

There is a \$25/group monthly billing fee added to the administration invoice.

If the employer were to sign up for our paperless perks option, we will gladly waive the \$25/group monthly billing fee.

This proposal is for illustrative purposes only. Final rates are determined by the carrier's underwriting guidelines by underwriting and final enrollment. Results may vary based on utilization. Plan administered by E.D.I.S. Employer Driven Insurance Services Inc. Refer to the E.D.I.S. Assumptions and Disclosures included with this proposal for further details on the terms, conditions, and administrative fees associated with the details outlined within this proposal. Summary of Benefits and Coverage (SBC) are available via the E.D.I.S. Online Quoting System, or upon request, for those plans illustrated within this proposal.

Assumptions and Disclosures

FULLY INSURED Plans With HRA/MERP For Any Size Employer

Your HRA/MERP fully insured plan for small group consists of three separate components. The first component is a fully insured high deductible plan offered by an insurance company. This plan has an annual deductible and an annual out-of-pocket maximum per member and dependents for benefits covered under the plan. See carrier's brochure for highlights on this plan.

Second, is the E.D.I.S. HRA/MERP component. The premium saved from the fully insured component enables the employer to provide the benefits desired under the carrier's high deductible plan. While the employer can design the plan any way it chooses, the enclosed proposal and projections are based on the criteria requested.

The third component is E.D.I.S. handling the administration so employers can focus on managing their business. E.D.I.S. was the first TPA in California to show small employers how they could take control of their health and dental plans. Our first group enrolled July of 1996.

E.D.I.S. will become your member's service center. We process claims, conduct annual reviews, maintain compliance with all state and federal regulations and most importantly track and report the employer's financial results.

SELF-FUNDED EMPLOYER DRIVEN HEALTH PLANS provide all the benefits and flexibility of Fully Insured plans but give employers even more choices.

REGARDING YOUR PROPOSAL:

1. It is our goal to provide you with an accurate report. The rate and benefit information has proven to be accurate and correct. However, keep in mind that final rates, benefits, and administration fees are based on actual enrollment and final underwriting.
2. We assume no liability for the carrier's rate and benefit level differences. We ask that you do not cancel your current group insurance policy until a new policy is approved and you have confirmed the rates, benefits, and administrative fees are to your satisfaction. These premiums are for illustration purposes only.
3. Important California Disclosure Advisement and Notification: As provided in the California Healthcare reform bill "AB1672", all insurance carriers are obligated to sell all their small group plans offered to any small group. You may request the actual rates that would be charged for any small group plan design from the carrier.
4. The Schedule of Benefits attached is for illustration purposes only. It is intended to be a brief outline of benefits. Some of the plans included may have an aggregate deductible for families; such as \$2000 for individual and \$4000 for a family. For additional benefit information, please refer to the carrier benefit booklet or request a full schedule of benefits from your broker or E.D.I.S. directly. Carrier deductibles are based on a calendar year.
5. Benefits under the employer's fully insured plan must be eligible under the carrier's plan policy. Benefits applied to the carrier's plan deductible are shared between the member and employer. Please see the carrier's certificate book for complete coverage information. E.D.I.S. will follow the carrier's benefits.
6. E.D.I.S. does not apply office visit, prescription or any other copayments toward the member's out-of-pocket. Member must satisfy their shared out-of-pocket cost of the carrier's deductible. Members out-of-pocket may vary due to copayments selected.
7. Non-emergency, non-participating provider benefits are not eligible expenses under the HRA/MERP plan, unless otherwise stated. Employers usually allow only benefits provided by participating providers. It is the members' responsibility to verify that a provider is participating.
8. Member must present both the E.D.I.S. and carrier ID cards to receive benefits from providers. Once the provider has billed the carrier, member simply submits the carrier Explanation of Benefits (EOB) to E.D.I.S. for processing. Pharmacy benefits are determined by the carrier (refer to "Pharmacy Benefit"). Members may enroll in E.D.I.S. EOB Concierge Service(TM) to handle EOB submission.
9. Deductible credit is not offered for groups moving between Kaiser HSA and HRA/MERP plans.
10. These assumptions and disclosures are in reference to shared funding or HRA/MERP plans and corresponding carrier high deductible plans. For Stop Loss, refer to the carrier specific assumptions and disclosures pertaining to details on these plan offerings.

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FUNDING OPTIONS (How Claims Are Paid)

1. Deposit Funding: Employers receive safety, convenience, and the savings of Standard Funding, but with no extra administrative functions. E.D.I.S. mails claims checks directly to providers. We also mail the members Explanation of Benefits (EOB) directly to the member.

The employer simply sets up a claims account at E.D.I.S.. Once a month, E.D.I.S. will provide the employer with a check register reflecting all claims paid for the period with a request for the employer to replenish the claims account. The employer signs just one check for claims per month...it's efficient, convenient, and easy.

An initial claims account deposit is determined by the chart on the Employer Benefit Authorization Form.

2. Standard Funding: Our original funding method gives employers complete control of their claims account.

E.D.I.S. will process and produce claim checks from an account the employer sets up at its bank, and only the employer can sign them. E.D.I.S. batches and mails checks ready to be signed to the employer every two weeks.

The employer simply signs the check, puts the check in the employer's window envelope, and mails it to the provider.

The employer will also receive the member's EOB to hand out to members. This method requires more effort by the employer but provides the ultimate in fund security.

There is a \$25/group monthly billing fee added to the administration invoice. If the employer were to sign up for our paperless perks option, we will gladly waive the \$25/group monthly billing fee.

PHARMACY BENEFITS

E.D.I.S. will process and produce claim checks from an account the employer sets up at its bank, and only the employer can sign them. E.D.I.S. batches and mails checks ready to be signed to the employer every two weeks.

The employer simply signs the check, puts the check in the employer's window envelope, and mails it to the provider.

An initial claims account deposit is collected and held in an account set up specifically for this purpose. The employer's money is tracked and managed in its own subaccount so the employer's money can never be used to cover another employer's claim and complete accounting of the funds will always be in place.

1. CARRIER PLANS THAT USE E.D.I.S.'S PREFERRED PHARMACY NETWORK - Members will show their carrier ID card & E.D.I.S. ID card when purchasing prescriptions at a Preferred Pharmacy. Once your Carrier High Deductible has been satisfied for the year, your prescription card will be the carrier plan benefit only and the member will only need to show their carrier card to the pharmacy. Remember: On January 1st of each year your E.D.I.S. ID card will be reinstated for the self-funded benefits.

2. CARRIERS THAT WAIVE THE MEDICAL DEDUCTIBLE FOR PRESCRIPTIONS - Members will need to show only their carrier ID card when purchasing prescriptions. These prescriptions are usually not self-funded through the employer. Prescriptions benefits are processed directly through the carrier. The Rx deductible can be self-funded if desired.

3. A portion of the member's copay at Preferred Pharmacies applies to the cost of dispensing prescriptions associated with pharmacies and your PBM. For the convenience of the drug card, the vendor charges from \$0.50 to \$1.00 per submission. The fee covers the cost for the electronic submission of prescriptions.

CLOSING NOTE

E.D.I.S. shared funding program has been helping small employers control cost since 1996. The plan will provide the benefits the employer desires and accountability for members. Connecting the three components of the plan together is what makes it work. There are a few procedures for the employer and members to follow so it is important that employers understand all facets of the plan and how it works for the members.

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The Golden Charter Academy
Dennis Claborn
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E.D.I.S.

Proposal: 81128
License: 0M76879
Effective Date: 8/1/2023

E.D.I.S.

EMPLOYER DRIVEN INSURANCE SERVICES

Group Insurance Analysis

E.D.I.S. can use a variety of insurance Companies to meet the needs of our clients.

We quote the carriers that best address those needs.

Group Insurance Proposal For:

The Golden Charter Academy

Effective Date

08/01/2023

E.D.I.S. Plan is available for exclusive benefit of a select group of benefit experts

Proposed By:

Dennis Claborn, Insurance License
548 W. Cromwell, Suite 101
Fresno CA
Phone: (559) 721-4770
Fax:

And Provided by:

E.D.I.S.

Insurance License 0M76879

Visalia, California

PH: (559) 733-1240

FAX: (559) 733-2325

E.D.I.S. Group Medical Proposal/Comparison for The Golden Charter Academy

(1)	
Carrier	Kaiser
Rates Effective as of:	1/1/2023
Plan Name	Bronze 60 HDHP HMO 7000
Carrier Deductible	\$7,000
Renewal Annual Premium	\$165,150.72
Proposed Annual Carrier Premium	\$106,297.08
Instant Savings	\$58,853.64

(2)	
Proposed Shared Funded Plan (Per Deductible Unit)	
First Dollar Amount	\$4,000
Individual Deductible	\$0
Employer Coinsurance %	0%
Office Visit	100%
Prescription	100%
Employer Maximum Out-of-pocket:	\$4,000.00

(3)	
Deductible Units	
Employee	19
Employees with Dependents	4
Medical Risk Unit Total	27

(4)			
Expected Medical Claims Amount (Per Deductible Unit)			
Claimants % of Max			
5%	100%	\$8,000	(2)
20%	\$800	\$5,600	(7)
30%	\$400	\$4,400	(11)
	Total	\$18,000	

(5)	
Monthly Medical Admin Fee per Employee	\$32
Annual Total	\$8,832

(6)	
Worst Case Gain/(Loss):	(\$57,978.36)
Expected Gain/(Loss):	\$32,021.64
*Projected Monthly Cost:	\$11,119.09
* A monthly billing fee of \$25.00 has been added to the projected monthly cost.	

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E.D.I.S. Group Medical Plan Cost Summary for The Golden Charter Academy

Carrier	Plan Name	Employer Sponsored Benefits					Employer Out-of-Pocket EE / EF	Employee Out-of-Pocket EE / EF	Annual Worst Case Gain/(Loss)	Annual Projected Gain/(Loss)	Your Renewal Monthly Cost: \$13,762.56		
		OV	RX	RX Ded.	Ind. Ded.	Co-Ins.					Carrier Monthly Premium	*Projected Monthly Cost +	% Sav.
Aetna Savings Plus	Bronze CA 50/50 8300 Ded	\$85	100%	\$0	\$0	0%	\$4000 / \$8000	\$4550 / \$9100	(\$57,725.28)	\$39,074.72	\$8,837	\$10,531	23%
Cal Choice - Kaiser	Bronze HMO C (HSA)	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$3000 / \$6000	(\$57,978.36)	\$38,821.64	\$8,858	\$10,552	23%
Kaiser	Bronze 60 HMO 5400/60 + Chil	\$60	100%	\$0	\$0	0%	\$4000 / \$8000	\$4300 / \$8600	(\$62,033.28)	\$34,766.72	\$9,196	\$10,890	21%
Cal Choice - Kaiser	Bronze HMO B	\$60	100%	\$0	\$0	0%	\$4000 / \$8000	\$4300 / \$8600	(\$62,033.28)	\$34,766.72	\$9,196	\$10,890	21%
Aetna OA Managed	Bronze CA 50/50 8300 Ded	\$85	100%	\$0	\$0	0%	\$4000 / \$8000	\$4550 / \$9100	(\$63,897.24)	\$32,902.76	\$9,351	\$11,046	20%
Cal Choice - Kaiser	Bronze HMO A	\$65	\$18/40% u	\$0	\$0	0%	\$4000 / \$8000	\$4600 / \$9200	(\$64,669.56)	\$32,130.44	\$9,416	\$11,110	19%
Kaiser	Bronze 60 HMO 6300/65 + Chil	\$65	\$18/40% A	\$0	\$0	0%	\$4000 / \$8000	\$4600 / \$9200	(\$64,669.56)	\$32,130.44	\$9,416	\$11,110	19%
Kaiser	Bronze 60 HDHP HMO 7000/0	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$3000 / \$6000	(\$57,978.36)	\$32,021.64	\$8,858	\$11,119	19%
Cal Choice - Wester	Bronze HMO B	\$65	\$18/40% u	\$0	\$0	0%	\$4000 / \$8000	\$4200 / \$8400	(\$66,999.00)	\$29,801.00	\$9,610	\$11,304	18%
UnitedHealthcare	State Navigate Bronze 65/6300	\$65	\$18/40% A	\$0	\$0	0%	\$4000 / \$8000	\$4200 / \$8400	(\$69,716.64)	\$27,083.36	\$9,836	\$11,531	16%
UnitedHealthcare	Core Bronze 7500/50% w/Care	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$5100 / \$10200	(\$72,269.16)	\$24,530.84	\$10,049	\$11,743	15%
UnitedHealthcare	Core Bronze 5500/40% (CV-Q	100	\$20/\$85/\$	\$0	\$0	0%	\$4000 / \$8000	\$5100 / \$10200	(\$74,076.96)	\$22,723.04	\$10,200	\$11,894	14%
Cal Choice - Wester	Bronze HMO C (HSA)	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$3000 / \$6000	(\$74,391.96)	\$22,408.04	\$10,226	\$11,920	13%
Aetna Savings Plus	Bronze HDHP CA 100 7000 De	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$3000 / \$6000	(\$75,132.84)	\$21,667.16	\$10,288	\$11,982	13%
UnitedHealthcare	Core Bronze HDHP w/Prem Re	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$3500 / \$7000	(\$76,947.00)	\$19,853.00	\$10,439	\$12,133	12%
Blue Shield of CA	Bronze Tandem PPO 7500/65	\$65	100%	\$0	\$0	0%	\$4000 / \$8000	\$4750 / \$9500	(\$77,145.36)	\$19,654.64	\$10,455	\$12,150	12%
Anthem Blue Cross	Bronze Select PPO 70/6600/35	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$4700 / \$9400	(\$77,894.88)	\$18,905.12	\$10,518	\$12,212	11%
Anthem Blue Cross	Bronze Select PPO 40/6200/40	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$4700 / \$9400	(\$78,459.72)	\$18,340.28	\$10,565	\$12,259	11%
Blue Shield of CA	Bronze Tandem PPO 6250/65	\$65	100%	\$0	\$0	0%	\$4000 / \$8000	\$4750 / \$9500	(\$79,543.68)	\$17,256.32	\$10,655	\$12,350	10%
UnitedHealthcare	State Core Bronze 65/6300/40	\$65	\$18/40% A	\$0	\$0	0%	\$4000 / \$8000	\$4200 / \$8400	(\$79,816.32)	\$16,983.68	\$10,678	\$12,372	10%
UnitedHealthcare	Select Plus Bronze 7500/50%	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$5100 / \$10200	(\$80,034.24)	\$16,765.76	\$10,696	\$12,390	10%
Aetna Savings Plus	Bronze CA 55/50 4600 Ded	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$4400 / \$8800	(\$80,553.00)	\$16,247.00	\$10,739	\$12,434	10%
Anthem Blue Cross	Bronze Select PPO 7000/0% w	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$3000 / \$6000	(\$80,923.80)	\$15,876.20	\$10,770	\$12,465	9%
Anthem Blue Cross	Bronze Select PPO 6000/45%	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$3050 / \$6100	(\$81,053.52)	\$15,746.48	\$10,781	\$12,475	9%
Anthem Blue Cross	Bronze PPO 70/6600/35% 6RF	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$4700 / \$9400	(\$81,153.60)	\$15,646.40	\$10,789	\$12,484	9%
Anthem Blue Cross	Bronze PPO 40/6200/40% 6RJ	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$4700 / \$9400	(\$81,755.04)	\$15,044.96	\$10,839	\$12,534	9%

* A monthly billing fee of \$25.00 has been added to the projected monthly cost.

+ Sorted by Monthly Projected Cost. SHADED rows indicate Plans specifically selected for this Proposal.

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E.D.I.S. Group Medical Plan Cost Summary for The Golden Charter Academy

Carrier	Plan Name	Employer Sponsored Benefits					Employer Out-of-Pocket EE / EF	Employee Out-of-Pocket EE / EF	Annual Worst Case Gain/(Loss)	Annual Projected Gain/(Loss)	Your Renewal Monthly Cost: \$13,762.56		
		OV	RX	RX Ded.	Ind. Ded.	Co-Ins.					Carrier Monthly Premium	*Projected Monthly Cost +	% Sav.
Blue Shield of CA	Bronze Tandem PPO 5500/65	\$65	100%	\$0	\$0	0%	\$4000 / \$8000	\$4750 / \$9500	(\$81,817.32)	\$14,982.68	\$10,845	\$12,539	9%
UnitedHealthcare	Select Plus Bronze 5500/40% (	100	\$20/\$85/\$	\$0	\$0	0%	\$4000 / \$8000	\$5100 / \$10200	(\$81,976.68)	\$14,823.32	\$10,858	\$12,552	9%
Blue Shield of CA	Bronze Tandem PPO 6850/55	\$55	\$20/\$65/\$	\$0	\$0	0%	\$4000 / \$8000	\$4750 / \$9500	(\$82,106.52)	\$14,693.48	\$10,869	\$12,563	9%
Anthem Blue Cross	Bronze Select PPO 60/6850/40	100	\$20/90/16	\$0	\$0	0%	\$4000 / \$8000	\$4200 / \$8400	(\$82,118.40)	\$14,681.60	\$10,870	\$12,564	9%
Anthem Blue Cross	Bronze Select PPO 6700/0% w	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$3050 / \$6100	(\$82,152.00)	\$14,648.00	\$10,873	\$12,567	9%
Aetna OA Managed	Bronze HDHP CA 100 7000 De	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$3000 / \$6000	(\$82,317.36)	\$14,482.64	\$10,886	\$12,581	9%
Blue Shield of CA	Bronze Tandem PPO Savings	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$3000 / \$6000	(\$82,895.28)	\$13,904.72	\$10,935	\$12,629	8%
Aetna Savings Plus	Bronze CA 100/50 7350 Ded	\$70	100%	\$0	\$0	0%	\$4000 / \$8000	\$4700 / \$9400	(\$82,961.64)	\$13,838.36	\$10,940	\$12,634	8%
Blue Shield of CA	Bronze Tandem PPO Savings	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$3000 / \$6000	(\$83,734.20)	\$13,065.80	\$11,004	\$12,699	8%
Anthem Blue Cross	Bronze Select PPO 4600/50%	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$4100 / \$8200	(\$83,769.00)	\$13,031.00	\$11,007	\$12,702	8%
Blue Shield of CA	Bronze Full PPO 7500/65 OffE	\$65	100%	\$0	\$0	0%	\$4000 / \$8000	\$4750 / \$9500	(\$83,907.84)	\$12,892.16	\$11,019	\$12,713	8%
Health Net of CA	Bronze HDHP PPO 7000/0%	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$3000 / \$6000	(\$84,294.96)	\$12,505.04	\$11,051	\$12,745	7%
Anthem Blue Cross	Bronze PPO 6000/45% w/HSA	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$3050 / \$6100	(\$84,399.72)	\$12,400.28	\$11,060	\$12,754	7%
UnitedHealthcare	Select Plus Bronze HDHP 600	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$3500 / \$7000	(\$85,013.28)	\$11,786.72	\$11,111	\$12,805	7%
Health Net of CA	Bronze PPO 6300/65	\$65	\$18/40% A	\$0	\$0	0%	\$4000 / \$8000	\$4200 / \$8400	(\$85,451.76)	\$11,348.24	\$11,148	\$12,842	7%
Anthem Blue Cross	Bronze PPO 60/6850/40% 6RK	100	\$20/90/16	\$0	\$0	0%	\$4000 / \$8000	\$4200 / \$8400	(\$85,497.96)	\$11,302.04	\$11,151	\$12,846	7%
Anthem Blue Cross	Bronze PPO 6700/0% w/HSA P	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$3050 / \$6100	(\$85,531.44)	\$11,268.56	\$11,154	\$12,849	7%
Blue Shield of CA	Bronze Full PPO 6250/65 OffE	\$65	100%	\$0	\$0	0%	\$4000 / \$8000	\$4750 / \$9500	(\$86,516.64)	\$10,283.36	\$11,236	\$12,931	6%
Cal Choice - Anthe	Bronze Select PPO D	100	\$20/90/16	\$0	\$0	0%	\$4000 / \$8000	\$4500 / \$9000	(\$86,880.72)	\$9,919.28	\$11,267	\$12,961	6%
Blue Shield of CA	Bronze Tandem PPO 6500/70	\$70	\$20/\$130/	\$0	\$0	0%	\$4000 / \$8000	\$4750 / \$9500	(\$87,038.76)	\$9,761.24	\$11,280	\$12,974	6%
Anthem Blue Cross	Bronze PPO 4600/50% 6RJX	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$4100 / \$8200	(\$87,193.20)	\$9,606.80	\$11,293	\$12,987	6%
Cal Choice - Anthe	Bronze Select PPO B (HSA Eli	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$3050 / \$6100	(\$87,277.56)	\$9,522.44	\$11,300	\$12,994	6%
Aetna OA Managed	Bronze CA 55/50 4600 Ded	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$4400 / \$8800	(\$88,053.60)	\$8,746.40	\$11,364	\$13,059	5%
Blue Shield of CA	Bronze Full PPO 5500/65 OffE	\$65	100%	\$0	\$0	0%	\$4000 / \$8000	\$4750 / \$9500	(\$88,895.64)	\$7,904.36	\$11,435	\$13,129	5%
Blue Shield of CA	Bronze Full PPO 6850/55 OffE	\$55	\$20/65/90/	\$0	\$0	0%	\$4000 / \$8000	\$4750 / \$9500	(\$89,429.28)	\$7,370.72	\$11,479	\$13,173	4%
Anthem Blue Cross	Bronze Select PPO 75/7300/40	\$75	\$20/90/16	\$0	\$0	0%	\$4000 / \$8000	\$4650 / \$9300	(\$89,725.20)	\$7,074.80	\$11,504	\$13,198	4%

* A monthly billing fee of \$25.00 has been added to the projected monthly cost.

+ Sorted by Monthly Projected Cost. SHADED rows indicate Plans specifically selected for this Proposal.

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The Golden Charter Academy
Dennis Claborn
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Medical

E.D.I.S. Group Medical Plan Cost Summary for The Golden Charter Academy

Carrier	Plan Name	Employer Sponsored Benefits					Employer Out-of-Pocket EE / EF	Employee Out-of-Pocket EE / EF	Annual Worst Case Gain/(Loss)	Annual Projected Gain/(Loss)	Your Renewal Monthly Cost: \$13,762.56		
		OV	RX	RX Ded.	Ind. Ded.	Co-Ins.					Carrier Monthly Premium	*Projected Monthly Cost +	% Sav.
Blue Shield of CA	Bronze Full PPO Savings 7000	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$3000 / \$6000	(\$89,982.96)	\$6,817.04	\$11,525	\$13,219	4%
Cal Choice - Anthe	Bronze PPO C	100	\$20/90/16	\$0	\$0	0%	\$4000 / \$8000	\$4500 / \$9000	(\$90,372.96)	\$6,427.04	\$11,558	\$13,252	4%
Anthem Blue Cross	Silver PPO 2600/35% w/HSA P	100	100%	\$0	\$0	0%	\$2600 / \$5200	\$4450 / \$8900	(\$54,122.64)	\$6,277.36	\$11,687	\$13,264	4%
Aetna OA Managed	Bronze CA 100/50 7350 Ded	\$70	100%	\$0	\$0	0%	\$4000 / \$8000	\$4700 / \$9400	(\$90,602.76)	\$6,197.24	\$11,577	\$13,271	4%
Cal Choice - Anthe	Bronze PPO A (HSA Eligible)	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$3050 / \$6100	(\$90,789.96)	\$6,010.04	\$11,592	\$13,287	3%
Blue Shield of CA	Bronze Full PPO Savings 5700	100	100%	\$0	\$0	0%	\$4000 / \$8000	\$3000 / \$6000	(\$90,877.32)	\$5,922.68	\$11,600	\$13,294	3%
Anthem Blue Cross	Silver HMO 60/2500/45% 6RH	\$60	\$15/\$70/\$	\$0	\$0	0%	\$2500 / \$5000	\$6600 / \$13200	(\$52,069.80)	\$5,730.20	\$11,741	\$13,310	3%
Anthem Blue Cross	Silver Select HMO 60/2500/45	\$60	\$15/70/11	\$0	\$0	0%	\$2500 / \$5000	\$6600 / \$13200	(\$52,069.80)	\$5,730.20	\$11,741	\$13,310	3%
Anthem Blue Cross	Bronze PPO 75/7300/40% 6RJ	\$75	\$20/\$90/\$	\$0	\$0	0%	\$4000 / \$8000	\$4650 / \$9300	(\$93,301.08)	\$3,498.92	\$11,802	\$13,496	2%
Anthem Blue Cross	Silver PPO 55/2500/45% 6RFY	\$55	\$15/\$70/\$	\$0	\$0	0%	\$2500 / \$5000	\$6200 / \$12400	(\$55,098.72)	\$2,701.28	\$11,993	\$13,562	1%
Anthem Blue Cross	Silver PPO 2100/30% w/HSA P	100	100%	\$0	\$0	0%	\$2100 / \$4200	\$5100 / \$10200	(\$45,096.24)	\$2,303.76	\$12,060	\$13,596	1%
Blue Shield of CA	Bronze Full PPO 6500/70 OffE	\$70	\$20/130/1	\$0	\$0	0%	\$4000 / \$8000	\$4750 / \$9500	(\$94,691.76)	\$2,108.24	\$11,918	\$13,612	1%
Cal Choice - Health	Silver Wholecare HMO A	\$55	\$20/50% u	\$0	\$0	0%	\$4000 / \$8000	\$5100 / \$10200	(\$95,343.48)	\$1,456.52	\$11,972	\$13,666	1%
Blue Shield Mirror	Bronze 60 PPO 6300/65+Child	\$65	\$18/40% A	\$0	\$0	0%	\$4000 / \$8000	\$4200 / \$8400	(\$95,631.36)	\$1,168.64	\$11,996	\$13,690	1%
Anthem Blue Cross	Silver PPO 50/2200/40% 6RK6	\$50	\$15/70/11	\$0	\$0	0%	\$2200 / \$4400	\$6400 / \$12800	(\$49,112.04)	\$887.96	\$12,169	\$13,714	0%
Anthem Blue Cross	Silver PPO 55/1950/35% 6RJ0	\$55	\$15/70/11	\$0	\$0	0%	\$1950 / \$3900	\$7150 / \$14300	(\$43,327.20)	\$172.80	\$12,250	\$13,773	0%
Aetna HMO	Bronze \$75/125 7900 Ded	\$75	100%	\$0	\$0	0%	\$4000 / \$8000	\$3900 / \$7800	(\$99,773.04)	(\$2,973.04)	\$12,341	\$14,035	-2%
Blue Shield Access	Bronze Access+ HMO 7000/70	\$70	100%	\$0	\$0	0%	\$4000 / \$8000	\$4750 / \$9500	(\$100,845.00)	(\$4,045.00)	\$12,430	\$14,125	-3%
Blue Shield of CA	Silver Full PPO Savings 2600/	100	100%	\$0	\$0	0%	\$2600 / \$5200	\$4900 / \$9800	(\$64,468.80)	(\$4,068.80)	\$12,549	\$14,127	-3%
Blue Shield of CA	Silver Full PPO 2550/70 OffEx	\$70	\$25/75/11	\$0	\$0	0%	\$2550 / \$5100	\$6200 / \$12400	(\$65,300.04)	(\$6,200.04)	\$12,731	\$14,304	-4%
Blue Shield of CA	Silver Full PPO 2350/65 OffEx	\$65	\$25/75/11	\$0	\$0	0%	\$2350 / \$4700	\$6400 / \$12800	(\$62,321.64)	(\$8,421.64)	\$12,933	\$14,489	-5%
Blue Shield of CA	Silver Full PPO Savings 2300/	100	100%	\$0	\$0	0%	\$2300 / \$4600	\$5200 / \$10400	(\$61,349.16)	(\$8,749.16)	\$12,964	\$14,517	-5%
Blue Shield of CA	Silver Full PPO 2000/60 OffEx	\$60	\$25/80/11	\$0	\$0	0%	\$2000 / \$4000	\$6750 / \$13500	(\$53,967.24)	(\$9,167.24)	\$13,024	\$14,551	-6%
Blue Shield Access	Silver Access+ HMO 2750/70	\$70	\$25/90/11	\$0	\$0	0%	\$2750 / \$5500	\$6000 / \$12000	(\$83,694.12)	(\$19,394.12)	\$13,814	\$15,404	-12%
Blue Shield Access	Silver Access+ HMO 2300/70	\$70	\$25/85/11	\$0	\$0	0%	\$2300 / \$4600	\$6450 / \$12900	(\$74,408.28)	(\$21,808.28)	\$14,052	\$15,605	-13%

* A monthly billing fee of \$25.00 has been added to the projected monthly cost.

+ Sorted by Monthly Projected Cost. SHADED rows indicate Plans specifically selected for this Proposal.

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The Freedom Dental Plans™

	Cal Year Max	Lifetime Ded	Office Visit	Prev	Basic	Endo/Perio	Major	Orthodontics	EE	ES	EC	EF	Monthly Total
Employer Sponsored													
Freedom \$1,000 (PPO)	\$1,000	\$50 Annual	\$20	100%/80%	90%/70%	50%/40%	50%/40%	50% \$350 annual \$1000 Lifetime	\$33.34	\$64.70	\$74.76	\$116.05	\$963.74
Freedom \$1,500 (PPO)	\$1,500	\$100	\$0	100%/80%	80%/60%	80%/60%	50%/40%	50% \$350 annual \$1000 Lifetime	\$42.24	\$82.51	\$93.10	\$146.12	\$1,217.40
Freedom \$2,000 (PPO)	\$2,000	\$100	\$0	100%/80%	80%/60%	80%/60%	50%/40%	50% \$500 annual \$1500 Lifetime	\$44.54	\$87.10	\$101.88	\$157.93	\$1,295.03
Freedom \$2,500 (PPO)	\$2,500	\$100	\$0	100%/80%	80%/60%	80%/60%	50%/40%		\$46.43	\$90.89	\$105.79	\$164.33	\$1,348.99
Freedom \$1,000 (EPO)	\$1,000	\$50 Annual	\$20	100%	90%	50%	50%	50% \$350 annual \$1000 Lifetime	\$26.60	\$51.02	\$61.44	\$93.61	\$772.86
Freedom \$1,500 (EPO)	\$1,500	\$100	\$0	100%	80%	80%	50%	50% \$350 annual \$1000 Lifetime	\$35.17	\$68.16	\$79.12	\$122.56	\$1,017.14
Freedom \$2,000 (EPO)	\$2,000	\$100	\$0	100%	80%	80%	50%	50% \$500 annual \$1500 Lifetime	\$37.18	\$72.16	\$87.71	\$133.79	\$1,087.80
Freedom \$2,500 (EPO)	\$2,500	\$100	\$0	100%	80%	80%	50%		\$38.83	\$75.48	\$91.11	\$139.38	\$1,134.86
100% Voluntary													
Freedom \$1,000 (PPO)	\$1,000	\$50 Annual	\$20	100%/80%	90%/70%	50%/40%	50%/40%	50% \$350 annual \$1000 Lifetime	\$36.67	\$71.17	\$82.23	\$127.66	\$1,060.08
Freedom \$1,500 (PPO)	\$1,500	\$100	\$0	100%/80%	80%/60%	80%/60%	50%/40%	50% \$350 annual \$1000 Lifetime	\$46.46	\$90.76	\$102.41	\$160.74	\$1,339.14
Freedom \$2,000 (PPO)	\$2,000	\$100	\$0	100%/80%	80%/60%	80%/60%	50%/40%	50% \$500 annual \$1500 Lifetime	\$48.99	\$95.81	\$112.08	\$173.72	\$1,424.58
Freedom \$2,500 (PPO)	\$2,500	\$100	\$0	100%/80%	80%/60%	80%/60%	50%/40%		\$51.08	\$99.98	\$116.37	\$180.76	\$1,484.08
Freedom \$1,000 (EPO)	\$1,000	\$50 Annual	\$20	100%	90%	50%	50%	50% \$350 annual \$1000 Lifetime	\$29.26	\$56.12	\$67.60	\$102.96	\$850.21
Freedom \$1,500 (EPO)	\$1,500	\$100	\$0	100%	80%	80%	50%	50% \$350 annual \$1000 Lifetime	\$38.69	\$74.98	\$87.03	\$134.83	\$1,118.92
Freedom \$2,000 (EPO)	\$2,000	\$100	\$0	100%	80%	80%	50%	50% \$500 annual \$1500 Lifetime	\$40.90	\$79.39	\$96.48	\$147.17	\$1,196.58
Freedom \$2,500 (EPO)	\$2,500	\$100	\$0	100%	80%	80%	50%		\$42.71	\$83.03	\$100.23	\$153.32	\$1,248.36
Freedom DHMO Powered By Western Dental®													
	Exam, X-rays, Cleaning	Restorative	Endodontics	Crowns	Orthodontics	EE	EE+1	EE+2 or more	Monthly Total				
Employer Paid	\$0 Copay	\$5 Copay	\$75/\$100/\$160 Copay	\$145 Copay	\$1,600 adolescent / \$2,100 adult	\$18.08	\$29.85	\$44.13	\$477.20				
Voluntary	\$0 Copay	\$20 Copay	\$175/\$265/\$335 Copay	\$385 Copay	\$1,600 adolescent / \$2,100 adult	\$9.92	\$16.35	\$24.17	\$261.70				
Group Term Life Benefits													
Fidelity Security Life Insurance Company	Benefit Amount	Spouse Benefit	Children Benefit	Life Premium (rate per \$1000)	AD&D (rate per \$1000)	Dependent Premium (rate per family unit)	Monthly Total						
Option 1 (Minimum Benefit)	\$15,000.00	\$2,000.00	\$1,000.00	\$0.243	\$0.020	\$1.00	\$94.90						
Option 2 (Requested Benefit)	\$25,000.00	\$2,000.00	\$1,000.00	\$0.146	\$0.020	\$1.00	\$99.50						
Option 3 (Maximum Benefit)	\$25,000.00	\$2,000.00	\$1,000.00	\$0.146	\$0.020	\$1.00	\$99.50						

Bundling Discount

The discount to per employee per month (PEPM) medical plan fee:

Product/Service added	Group Size	PEPM \$\$ Discount to Medical (1)
Dental Freedom PPO	2-9	\$1.00 PEPM
	10-50	\$1.50 PEPM
	51+	\$2.00 PEPM
Western Dental	10-50	\$.50 PEPM (2)
	51+	\$1.00 PEPM (2)

(1) Discounts apply to Employer Paid plans only (2) Discount applies only to members covered by medical and extra dental plan elected. Western Dental only available for CA based groups

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E.D.I.S. Medical Schedule of Benefits

For

The Golden Charter Academy

with

Kaiser Bronze 60 HDHP HMO 7000/0% + Child Dental

for the first

7000/14000**Eligible Charges**

Benefits for the first 7000/14000 of Eligible Charges are self-funded and shared by the Member and Employer.

Medical

MEDICAL BENEFIT	Employee Pays	Employer Pays
FIRST DOLLAR AMOUNT	\$0	\$4,000
EMPLOYEE DEDUCTIBLE (Family Max /2 Deductible Aggregate)	\$0	N/A
PHYSICIAN OFFICE VISITS (Deductible Waived)	100%	0%
LAB & X-RAY	100%	0%
INPATIENT HOSPITAL Hospital Services Physician & Professional Service	100% 100%	0% 0%
OUTPATIENT HOSPITAL Hospital Services Physician & Professional Services Emergency Room	100% 100% 100%	0% 0% 0%
OUTPATIENT SURGERY	100%	0%
PHYSICAL/OCCUPATIONAL THERAPY (Subject to Carrier Limitations)	100%	0%
CHIROPRACTIC SERVICES (Subject to Carrier Limitations)	100%	0%
AMBULANCE (Subject to Carrier Limitations)	100%	0%
PRESCRIPTION DRUG SERVICES	100%	0%

OUT OF POCKET COST FOR THE FIRST 7000/14000 of Eligible Charges

HRA	Employee	Employer
Employee Only	\$3,000.00	\$4,000.00
Employee + Family	\$6,000.00	\$8,000.00

BENEFITS AFTER FIRST 7000/14000 of Eligible Charges

	Employee	Carrier
MEDICAL	0%	100%
PRESCRIPTIONS	0%	100%

TOTAL OUT OF POCKET MAXIMUM

	Employee Only	Employee + Family
FIRST 7000/14000 OF ELIGIBLE CHARGES	\$3,000.00	\$6,000.00
AFTER 7000/14000 OF ELIGIBLE CHARGES	\$0.00	\$0.00
TOTAL	\$3,000.00	\$6,000.00

Out of Pocket expenses may vary based on copay selected and carrier internal Plan limits.

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The Golden Charter Academy
Presenting
Bronze 60 HDHP HMO 7000/0% + Child Dental
7000/14000

Medical

Medical Census

Employee	Age	Zip Code	Area	Type	EE	Dep(s)	Total
Amanda Breuer	46	93705	11	EE	\$378.69	\$0.00	\$378.69
Eric Ewing II	36	93705	11	EE	\$310.53	\$0.00	\$310.53
Robert Golden	32	93705	11	EE	\$298.66	\$0.00	\$0.00
	31	93705	11	ES	\$0.00	\$292.60	\$0.00
	6	93705	11	EC	\$0.00	\$207.12	\$0.00
	3	93705	11	EC	\$0.00	\$207.12	\$0.00
	0	93705	11	EC	\$0.00	\$207.12	\$1,212.62
Regina Harwell	28	93705	11	EE	\$274.42	\$0.00	\$274.42
Ashalynn James	34	93705	11	EE	\$306.49	\$0.00	\$306.49
Michelle Morales	30	93705	11	EE	\$286.54	\$0.00	\$286.54
Noemy Soto-Rubio	26	93705	11	EE	\$258.52	\$0.00	\$258.52
Malia Rivers	28	93705	11	EE	\$274.42	\$0.00	\$274.42
Rodrigo Rodriguez	34	93705	11	EE	\$306.49	\$0.00	\$306.49
Melanie Smith	36	93705	11	EE	\$310.53	\$0.00	\$310.53
Monica Stevens	27	93705	11	EE	\$264.58	\$0.00	\$0.00
	8	93705	11	EC	\$0.00	\$207.12	\$471.70
Jackie Xiong	29	93705	11	EE	\$282.50	\$0.00	\$282.50
Robert Beach Jr	51	93705	11	EE	\$470.84	\$0.00	\$470.84
Theresa Bourrel	42	93705	11	EE	\$334.51	\$0.00	\$0.00
	37	93705	11	ES	\$0.00	\$312.55	\$647.06
Brice Brittsan	32	93705	11	EE	\$298.66	\$0.00	\$298.66
Marivel Castillo	55	93705	11	EE	\$562.99	\$0.00	\$562.99
Louise Hendrickson	26	93705	11	EE	\$258.52	\$0.00	\$258.52
Carly Hennessee	31	93705	11	EE	\$292.60	\$0.00	\$292.60
Aliyah Khan	27	93705	11	EE	\$264.58	\$0.00	\$264.58
Kimberly Scarborough	34	93705	11	EE	\$306.49	\$0.00	\$0.00
	10	93705	11	EC	\$0.00	\$207.12	\$513.61
Coupe Taylor	41	93705	11	EE	\$328.70	\$0.00	\$328.70
Susana Valenzuela	27	93705	11	EE	\$264.58	\$0.00	\$264.58
Harley Jenkins	29	93705	11	EE	\$282.50	\$0.00	\$282.50
Totals					\$7,217.34	\$1,640.75	\$8,858.09

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The Golden Charter Academy
Dennis Claborn
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Effective Date: 8/1/2023

The Golden Charter Academy
Presenting
Kaiser, Bronze 60 HDHP HMO 7000/0% + Child Dental

Carrier Rate Table

Carrier Zone	11
0-14	\$207.12
15	\$224.29
16	\$230.85
17	\$237.42
18	\$244.49
19	\$237.57
20	\$244.89
21	\$252.46
22	\$252.46
23	\$252.46
24	\$252.46
25	\$253.47
26	\$258.52
27	\$264.58
28	\$274.42
29	\$282.50
30	\$286.54
31	\$292.60
32	\$298.66
33	\$302.45
34	\$306.49
35	\$308.51
36	\$310.53
37	\$312.55
38	\$314.57
39	\$318.61
40	\$322.64
41	\$328.70
42	\$334.51
43	\$342.59
44	\$352.69
45	\$364.55
46	\$378.69
47	\$394.60
48	\$412.77
49	\$430.70
50	\$450.89
51	\$470.84
52	\$492.80
53	\$515.02
54	\$539.00
55	\$562.99
56	\$588.99
57	\$615.25
58	\$643.27
59	\$657.16
60	\$685.18
61	\$709.41
62	\$725.32
63	\$745.26
64+	\$757.38

To calculate an employee's total plan cost under the E.D.I.S. plan, use the following equation.

Carrier Premium	+	Employee Claims	or	Dependent Claim	+	Admin Fee	=	Employee Plan Cost Total

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Agent Notes to Proposal



The following administrative fees will apply:

- One Time Start-Up Fee: \$500
- Annual Renewal Fee: \$100
- Standard Monthly Admin Fee (per employee): \$32

See attached assumptions and disclosures
DEPOSIT FUNDING (How Claims Are Paid)

1. Deposit Funding: Employers receive safety and convenience with no extra administrative functions. E.D.I.S. mails claims checks directly to providers. We also mail the member's Explanation of Benefits (EOB) directly to the member.

The employer simply sets up a claims account at E.D.I.S.. Once a month, E.D.I.S. will provide the employer with a check register reflecting all claims paid for the period with a request for the employer to replenish the claims account. The employer signs just one check for claims per month...its efficient, convenient, and easy.

An initial claims account deposit is collected and held in an account set up specifically for this purpose. The employers money is tracked and managed in its own subaccount so the employers money can never be used to cover another employers claims and complete accounting of the fund will always be in place.

There is a \$25/group monthly billing fee added to the administration invoice.

If the employer were to sign up for our paperless perks option, we will gladly waive the \$25/group monthly billing fee.

This proposal is for illustrative purposes only. Final rates are determined by the carrier's underwriting guidelines by underwriting and final enrollment. Results may vary based on utilization. Plan administered by E.D.I.S. Employer Driven Insurance Services Inc. Refer to the E.D.I.S. Assumptions and Disclosures included with this proposal for further details on the terms, conditions, and administrative fees associated with the details outlined within this proposal. Summary of Benefits and Coverage (SBC) are available via the E.D.I.S. Online Quoting System, or upon request, for those plans illustrated within this proposal.

Assumptions and Disclosures

FULLY INSURED Plans With HRA/MERP For Any Size Employer

Your HRA/MERP fully insured plan for small group consists of three separate components. The first component is a fully insured high deductible plan offered by an insurance company. This plan has an annual deductible and an annual out-of-pocket maximum per member and dependents for benefits covered under the plan. See carrier's brochure for highlights on this plan.

Second, is the E.D.I.S. HRA/MERP component. The premium saved from the fully insured component enables the employer to provide the benefits desired under the carrier's high deductible plan. While the employer can design the plan any way it chooses, the enclosed proposal and projections are based on the criteria requested.

The third component is E.D.I.S. handling the administration so employers can focus on managing their business. E.D.I.S. was the first TPA in California to show small employers how they could take control of their health and dental plans. Our first group enrolled July of 1996.

E.D.I.S. will become your member's service center. We process claims, conduct annual reviews, maintain compliance with all state and federal regulations and most importantly track and report the employer's financial results.

SELF-FUNDED EMPLOYER DRIVEN HEALTH PLANS provide all the benefits and flexibility of Fully Insured plans but give employers even more choices.

REGARDING YOUR PROPOSAL:

1. It is our goal to provide you with an accurate report. The rate and benefit information has proven to be accurate and correct. However, keep in mind that final rates, benefits, and administration fees are based on actual enrollment and final underwriting.
2. We assume no liability for the carrier's rate and benefit level differences. We ask that you do not cancel your current group insurance policy until a new policy is approved and you have confirmed the rates, benefits, and administrative fees are to your satisfaction. These premiums are for illustration purposes only.
3. Important California Disclosure Advisement and Notification: As provided in the California Healthcare reform bill "AB1672", all insurance carriers are obligated to sell all their small group plans offered to any small group. You may request the actual rates that would be charged for any small group plan design from the carrier.
4. The Schedule of Benefits attached is for illustration purposes only. It is intended to be a brief outline of benefits. Some of the plans included may have an aggregate deductible for families; such as \$2000 for individual and \$4000 for a family. For additional benefit information, please refer to the carrier benefit booklet or request a full schedule of benefits from your broker or E.D.I.S. directly. Carrier deductibles are based on a calendar year.
5. Benefits under the employer's fully insured plan must be eligible under the carrier's plan policy. Benefits applied to the carrier's plan deductible are shared between the member and employer. Please see the carrier's certificate book for complete coverage information. E.D.I.S. will follow the carrier's benefits.
6. E.D.I.S. does not apply office visit, prescription or any other copayments toward the member's out-of-pocket. Member must satisfy their shared out-of-pocket cost of the carrier's deductible. Members out-of-pocket may vary due to copayments selected.
7. Non-emergency, non-participating provider benefits are not eligible expenses under the HRA/MERP plan, unless otherwise stated. Employers usually allow only benefits provided by participating providers. It is the members' responsibility to verify that a provider is participating.
8. Member must present both the E.D.I.S. and carrier ID cards to receive benefits from providers. Once the provider has billed the carrier, member simply submits the carrier Explanation of Benefits (EOB) to E.D.I.S. for processing. Pharmacy benefits are determined by the carrier (refer to "Pharmacy Benefit"). Members may enroll in E.D.I.S. EOB Concierge Service(TM) to handle EOB submission.
9. Deductible credit is not offered for groups moving between Kaiser HSA and HRA/MERP plans.
10. These assumptions and disclosures are in reference to shared funding or HRA/MERP plans and corresponding carrier high deductible plans. For Stop Loss, refer to the carrier specific assumptions and disclosures pertaining to details on these plan offerings.

This proposal is for illustrative purposes only. Final rates are determined by the carrier's underwriting guidelines by underwriting and final enrollment. Results may vary based on utilization. Plan administered by E.D.I.S. Employer Driven Insurance Services Inc. Refer to the E.D.I.S. Assumptions and Disclosures included with this proposal for further details on the terms, conditions, and administrative fees associated with the details outlined within this proposal. Summary of Benefits and Coverage (SBC) are available via the E.D.I.S. Online Quoting System, or upon request, for those plans illustrated within this proposal.

FUNDING OPTIONS (How Claims Are Paid)

1. Deposit Funding: Employers receive safety, convenience, and the savings of Standard Funding, but with no extra administrative functions. E.D.I.S. mails claims checks directly to providers. We also mail the members Explanation of Benefits (EOB) directly to the member.

The employer simply sets up a claims account at E.D.I.S.. Once a month, E.D.I.S. will provide the employer with a check register reflecting all claims paid for the period with a request for the employer to replenish the claims account. The employer signs just one check for claims per month...it's efficient, convenient, and easy.

An initial claims account deposit is determined by the chart on the Employer Benefit Authorization Form.

2. Standard Funding: Our original funding method gives employers complete control of their claims account.

E.D.I.S. will process and produce claim checks from an account the employer sets up at its bank, and only the employer can sign them. E.D.I.S. batches and mails checks ready to be signed to the employer every two weeks.

The employer simply signs the check, puts the check in the employer's window envelope, and mails it to the provider.

The employer will also receive the member's EOB to hand out to members. This method requires more effort by the employer but provides the ultimate in fund security.

There is a \$25/group monthly billing fee added to the administration invoice. If the employer were to sign up for our paperless perks option, we will gladly waive the \$25/group monthly billing fee.

PHARMACY BENEFITS

E.D.I.S. will process and produce claim checks from an account the employer sets up at its bank, and only the employer can sign them. E.D.I.S. batches and mails checks ready to be signed to the employer every two weeks.

The employer simply signs the check, puts the check in the employer's window envelope, and mails it to the provider.

An initial claims account deposit is collected and held in an account set up specifically for this purpose. The employer's money is tracked and managed in its own subaccount so the employer's money can never be used to cover another employer's claim and complete accounting of the funds will always be in place.

1. CARRIER PLANS THAT USE E.D.I.S.'S PREFERRED PHARMACY NETWORK - Members will show their carrier ID card & E.D.I.S. ID card when purchasing prescriptions at a Preferred Pharmacy. Once your Carrier High Deductible has been satisfied for the year, your prescription card will be the carrier plan benefit only and the member will only need to show their carrier card to the pharmacy. Remember: On January 1st of each year your E.D.I.S. ID card will be reinstated for the self-funded benefits.

2. CARRIERS THAT WAIVE THE MEDICAL DEDUCTIBLE FOR PRESCRIPTIONS - Members will need to show only their carrier ID card when purchasing prescriptions. These prescriptions are usually not self-funded through the employer. Prescriptions benefits are processed directly through the carrier. The Rx deductible can be self-funded if desired.

3. A portion of the member's copay at Preferred Pharmacies applies to the cost of dispensing prescriptions associated with pharmacies and your PBM. For the convenience of the drug card, the vendor charges from \$0.50 to \$1.00 per submission. The fee covers the cost for the electronic submission of prescriptions.

CLOSING NOTE

E.D.I.S. shared funding program has been helping small employers control cost since 1996. The plan will provide the benefits the employer desires and accountability for members. Connecting the three components of the plan together is what makes it work. There are a few procedures for the employer and members to follow so it is important that employers understand all facets of the plan and how it works for the members.

This proposal is for illustrative purposes only. Final rates are determined by the carrier's underwriting guidelines by underwriting and final enrollment. Results may vary based on utilization. Plan administered by E.D.I.S. Employer Driven Insurance Services Inc. Refer to the E.D.I.S. Assumptions and Disclosures included with this proposal for further details on the terms, conditions, and administrative fees associated with the details outlined within this proposal. Summary of Benefits and Coverage (SBC) are available via the E.D.I.S. Online Quoting System, or upon request, for those plans illustrated within this proposal.

The Golden Charter Academy
Dennis Claborn
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Effective Date: 8/1/2023



ROBERT GOLDEN
THE GOLDEN CHARTER
ACADEMY
1626 W PRINCETON AVE
FRESNO, CA 93705-3837

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Your 2023 Renewal

A BETTER WAY TO MANAGE RENEWALS

ROBERT GOLDEN
THE GOLDEN CHARTER ACADEMY
1626 W PRINCETON AVE
FRESNO, CA 93705-3837

Group ID: 729890
Renewal Effective Date: August 01, 2023

Bree Owens
Hub International Insurance
Services, Inc

Renewal Monthly Premium: \$13,762.56

Current Monthly Premium: \$12,598.68

% Change: 9.24%

\$ Change: \$1,163.88

Important Information about your renewal

- If you'd like to continue with your renewal plan(s), there's nothing you need to do.
- **Premium change** — The 2023 premium estimate shown above is based on your group's current enrollment and may change depending on the number of employees and dependents who actually enroll.
- Please visit account.kp.org for information on:
 - 2023 renewal support documents—
 - Refer to the Plan Highlights for all Kaiser Permanente small business medical and dental plans.
 - See our Small Business Guidelines for policy and qualification updates.
 - 2023 plan and benefit changes -
 - We made plan and benefit changes to comply with recent ACA regulation updates. As you renew or make plan changes, we're confident you'll determine the best options for you and your employees.
 - 2023 change and clarification notices — Learn about plan updates and health benefit changes.

We value your business and are committed to the health of your employees.

Need help?

Contact your broker who may transact on your behalf or Small Business Account Management Support Team at 800-790-4661, option 3.

On ACCOUNT.KP.ORG

- Explore different renewal options
- Submit plan changes
- View and pay your monthly premium
- Easy access to important documents

To learn how to protect your employees from COVID-19, please visit: healthy.kaiserpermanente.org/health-wellness/coronavirus-information.



Your 2023 renewal checklist

Use this checklist to review your 2023 plans, rates and to complete your 2023 renewal. For expediency, log on to account.kp.org to access your dashboard to review your renewal, make plan or member changes, get real time renewal quotes for different plan options. Avoid the manual process of downloading, printing forms, faxing or emailing changes for a less immediate transaction.

Groups undergoing recertification review: 2023 renewal changes won't be effective until your group has received approval to renew from our Recertification Department. Visit account.kp.org for more information.

-
- 1. Review your 2023 plan(s) and premium. Explore different renewal options**
- **Renewal Options and Plan Benefits:** Your dashboard on account.kp.org allows you to explore different renewal options — easily add or change plans to compare plan options and get rate quotes and benefit information in real time.
 - **Plan Highlights and Small Business Guidelines:** For more information about plan and product options and for policy and qualification guidelines, visit account.kp.org.
 - **Health savings account (HSA) and health reimbursement arrangement (HRA) options:** See the “Health Payment Accounts” page in the Plan Highlights to learn about the advantages of pairing an HDHP or HRA medical plan with an HSA or HRA administered through Kaiser Permanente. Contact our Small Business Account Management Support Team at **800-790-4661, option 3**, about additional required documents and administration fees for these options.
- 2. Make enrollee or dependent changes**
- Your dashboard on account.kp.org allows for simple and immediate processing of all your changes. Access the links under “Make renewal plan changes” to make the changes for immediate processing.
- 3. Continue to meet grandfathered (nonmetal) plan requirements.**
- If your Employee Retirement Income Security Act (ERISA) status shown on the "2023 renewal changes" form is incorrect, please update and e email your changes to amt@kp.org or fax to **800-369-8010**.
- 4. Review your ERISA status.**
- If your Employee Retirement Income Security Act (ERISA) status shown on the "2023 renewal changes" form is incorrect, please update and e email your changes to amt@kp.org or fax to **800-369-8010**.
- 5. 2023 Renewal Change Form**
- If you are satisfied with your 2023 renewal and no changes are required, then no action is needed.



If you do want to make changes, go to your dashboard on account.kp.org to access the links under “Make renewal plan changes” to update changes for immediate processing. Renewal plan changes on account.kp.org must be received by the 15th of the effective month by 11:59 p.m Pacific Time (PT). to be applied retroactively to the 1st of your renewal month. Thereafter, the renewal plan changes capabilities on account.kp.org will not be available after the 15th of the effective month.

Renewal plan changes submitted by email or fax must have all sections (1–10) signed and received by the 15th of the effective month by 5 p.m. PT. to be applied retroactively to the 1st of your renewal month. Plan change forms received after 5 p.m. PT on or after the 15th of the month will be effective on the 1st of the following month.

Download the most current versions of our forms at account.kp.org:

- **Employee Enrollment:** Add employees and their dependents.
- **Employee/Dependent Change:** Update employee and dependent information.
- **Subscriber Termination and Transfer:** Terminate coverage for an employee and dependent.

Note: If you decide to cancel any grandfathered (nonmetal) plans, you won’t be able to go back to it.

Email changes to amt@kp.org or fax to 800-369-8010

You'll receive a plan change acknowledgment email when the request is approved.

6. Provide your employees and their dependents with SBCs.

Under the Affordable Care Act (ACA), you’re required to give Summary of Benefits and Coverage (SBC) documents to employees and dependents for the plans they enroll in. For more information about SBCs, please visit account.kp.org



THE GOLDEN CHARTER ACADEMY
Group ID: 729890
Renewal Effective Date: August 01, 2023
Medical Rate Area: 11
Dental Rate Area: B

Your Kaiser Permanente Portfolio

Your current medical plans are listed below. **The lists are not intended to show plan mapping from current plan to renewal plan.** Please see the Medical Plan Renewal Rates census section for employee plan mapping from their current medical plan to their renewal medical plan.

Current Medical Plans	Renewal Medical Plans
Platinum 90 HMO 0/10 + Child Dental Alt Gold 80 HMO 1000/40 + Child Dental Alt	Platinum 90 HMO 0/10 + Child Dental Alt Gold 80 HMO 1000/40 + Child Dental Alt

Current Dental Plans	Renewal Dental Plans
Not offered	Not offered

Contribution to Employee Medical Plan Premium	Contribution to Dependent Medical Plan Premium
80% of the premium for the plan the employee enrolls in	Not contributing



THE GOLDEN CHARTER ACADEMY
 Group ID: 729890
 Renewal Effective Date: August 01, 2023
 Medical Rate Area: 11
 Dental Rate Area: B

Medical Plan Renewal Rates

All metal plans cover ACA-defined essential health benefits, which include child dental services only for enrolled children age 0-18. See the Small Business Guidelines at account.kp.org for more information

Employee Name	Status	Age at Renewal	Tier	Current Medical Plan	Renewal Medical Plan	Current Rate	Renewal Rate	% Change	\$ Change
1 BEACH JR, ROBERT	Employee	51	Employee	Gold 80 HMO 1000/40 + Child Dental Alt	Gold 80 HMO 1000/40 + Child Dental Alt	\$583.53	\$651.24	11.60%	\$67.71
					Employee Total	\$583.53	\$651.24	11.60%	\$67.71
2 BOURREL, THERESA	Employee	42	Employee + Spouse	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/10 + Child Dental Alt	\$511.02	\$556.95	8.99%	\$45.93
	Spouse	37				\$482.76	\$520.38	7.79%	\$37.62
					Employee Total	\$993.78	\$1,077.33	8.41%	\$83.55
3 BREUER, AMANDA	Employee	46	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/10 + Child Dental Alt	\$566.75	\$630.51	11.25%	\$63.76
					Employee Total	\$566.75	\$630.51	11.25%	\$63.76
4 BRITTSAN, BRICE	Employee	32	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/10 + Child Dental Alt	\$454.89	\$497.26	9.31%	\$42.37
					Employee Total	\$454.89	\$497.26	9.31%	\$42.37
5 CASTILLO, MARIVEL	Employee	55	Employee	Gold 80 HMO 1000/40 + Child Dental Alt	Gold 80 HMO 1000/40 + Child Dental Alt	\$697.56	\$778.69	11.63%	\$81.13
					Employee Total	\$697.56	\$778.69	11.63%	\$81.13
6 EWING II, ERIC	Employee	36	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/10 + Child Dental Alt	\$479.62	\$517.02	7.80%	\$37.40
					Employee Total	\$479.62	\$517.02	7.80%	\$37.40



THE GOLDEN CHARTER ACADEMY
 Group ID: 729890
 Renewal Effective Date: August 01, 2023
 Medical Rate Area: 11
 Dental Rate Area: B

Medical Plan Renewal Rates (continued)

Employee Name	Status	Age at Renewal	Tier	Current Medical Plan	Renewal Medical Plan	Current Rate	Renewal Rate	% Change	\$ Change
7 GOLDEN, ROBERT	Employee	32	Employee + Family	Gold 80 HMO 1000/40 + Child Dental Alt	Gold 80 HMO 1000/40 + Child Dental Alt	\$378.68	\$413.09	9.09%	\$34.41
	Spouse	31				\$370.84	\$404.71	9.13%	\$33.87
	Dependent	6				\$263.94	\$281.12	6.51%	\$17.18
	Dependent	3				\$263.94	\$281.12	6.51%	\$17.18
	Dependent	0				\$263.94	\$281.12	6.51%	\$17.18
Employee Total						\$1,541.34	\$1,661.16	7.77%	\$119.82
8 HARWELL, REGINA	Employee	28	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/10 + Child Dental Alt	\$411.33	\$456.91	11.08%	\$45.58
	Employee Total						\$411.33	\$456.91	11.08%	$45.58
9 HENDRICKSON, LOUISE	Employee	26	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/10 + Child Dental Alt	\$394.06	\$430.43	9.23%	\$36.37
	Employee Total						\$394.06	\$430.43	9.23%	$36.37
10 HENNESSEE, CARLY	Employee	31	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/10 + Child Dental Alt	\$445.47	\$487.17	9.36%	\$41.70
	Employee Total						\$445.47	\$487.17	9.36%	$41.70
11 JAMES, ASHALYNN	Employee	34	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/10 + Child Dental Alt	\$470.20	\$510.29	8.53%	\$40.09
	Employee Total						\$470.20	\$510.29	8.53%	$40.09
12 JENKINS, HARLEY	Employee	29	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/10 + Child Dental Alt	\$426.63	\$470.36	10.25%	\$43.73
	Employee Total						\$426.63	\$470.36	10.25%	$43.73
13 KHAN, ALIYAH	Employee	27	Employee	Gold 80 HMO 1000/40 + Child Dental Alt	Gold 80 HMO 1000/40 + Child Dental Alt	\$334.57	\$365.95	9.38%	\$31.38
	Employee Total						\$334.57	\$365.95	9.38%



THE GOLDEN CHARTER ACADEMY
 Group ID: 729890
 Renewal Effective Date: August 01, 2023
 Medical Rate Area: 11
 Dental Rate Area: B

Medical Plan Renewal Rates (continued)

Employee Name	Status	Age at Renewal	Tier	Current Medical Plan	Renewal Medical Plan	Current Rate	Renewal Rate	% Change	\$ Change
14 MORALES, MICHELLE	Employee	30	Employee	Gold 80 HMO 1000/40 + Child Dental Alt	Gold 80 HMO 1000/40 + Child Dental Alt	\$365.61	\$396.33	8.40%	\$30.72
					Employee Total	\$365.61	\$396.33	8.40%	\$30.72
15 RIVERS, MALIA	Employee	28	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/10 + Child Dental Alt	\$411.33	\$456.91	11.08%	\$45.58
					Employee Total	\$411.33	\$456.91	11.08%	\$45.58
16 RODRIGUEZ, RODRIGO	Employee	34	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/10 + Child Dental Alt	\$470.20	\$510.29	8.53%	\$40.09
					Employee Total	\$470.20	\$510.29	8.53%	\$40.09
17 SCARBOROUGH, KIMBERLY	Employee	34	Employee + Spouse	Gold 80 HMO 1000/40 + Child Dental Alt	Gold 80 HMO 1000/40 + Child Dental Alt	\$391.42	\$423.92	8.30%	\$32.50
	Spouse	42				\$425.40	\$462.68	8.76%	\$37.28
					Employee Total	\$816.82	\$886.60	8.54%	\$69.78
18 SMITH, MELANIE	Employee	36	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/10 + Child Dental Alt	\$479.62	\$517.02	7.80%	\$37.40
					Employee Total	\$479.62	\$517.02	7.80%	\$37.40
19 SOTO-RUBIO, NOEMY	Employee	26	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/10 + Child Dental Alt	\$394.06	\$430.43	9.23%	\$36.37
					Employee Total	\$394.06	\$430.43	9.23%	\$36.37
20 STEVENS, MONICA	Employee	27	Employee + Child(ren)	Gold 80 HMO 1000/40 + Child Dental Alt	Gold 80 HMO 1000/40 + Child Dental Alt	\$334.57	\$365.95	9.38%	\$31.38
	Dependent	8				\$263.94	\$281.12	6.51%	\$17.18
					Employee Total	\$598.51	\$647.07	8.11%	\$48.56



THE GOLDEN CHARTER ACADEMY
 Group ID: 729890
 Renewal Effective Date: August 01, 2023
 Medical Rate Area: 11
 Dental Rate Area: B

Medical Plan Renewal Rates (continued)

Employee Name	Status	Age at Renewal	Tier	Current Medical Plan	Renewal Medical Plan	Current Rate	Renewal Rate	% Change	\$ Change
21 TAYLOR, COUPE	Employee	41	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/10 + Child Dental Alt	\$501.60	\$547.28	9.11%	\$45.68
Employee Total						\$501.60	\$547.28	9.11%	\$45.68
22 VALENZUELA, SUSANA	Employee	27	Employee	Gold 80 HMO 1000/40 + Child Dental Alt	Gold 80 HMO 1000/40 + Child Dental Alt	\$334.57	\$365.95	9.38%	\$31.38
Employee Total						\$334.57	\$365.95	9.38%	\$31.38
23 XIONG, JACKIE	Employee	29	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/10 + Child Dental Alt	\$426.63	\$470.36	10.25%	\$43.73
Employee Total						\$426.63	\$470.36	10.25%	\$43.73
Total Employee Premium						\$10,263.92	\$11,250.31	9.61%	\$986.39
Total Dependent Premium						\$2,334.76	\$2,512.25	7.60%	\$177.49
Total Monthly Premium						\$12,598.68	\$13,762.56	9.24%	\$1,163.88



THE GOLDEN CHARTER ACADEMY
Group ID: 729890
Renewal Effective Date: August 01, 2023
Medical Rate Area: 11
Dental Rate Area: B

Renewal Options: HMO Plans

The abbreviation "Alt," in certain plan names, designates Kaiser Permanente developed plans that are different from the standard plans and are available through Covered California for Small Business. These Alt plans also include chiro/acu benefits with the exception of the Gold 80 HDHP HMO 1600/15% Alt plan.

Employee Name	Status	Age at Renewal	Tier	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/20 + Child Dental	Gold 80 HMO 0/30 + Child Dental Alt	Gold 80 HMO 250/35 + Child Dental	Gold 80 HMO 1000/40 + Child Dental Alt
1 BEACH JR, ROBERT	Employee	51	Employee	\$783.93	\$769.86	\$728.74	\$692.57	\$651.24
2 BOURREL, THERESA	Employee	42	Employee + Spouse	\$556.95	\$546.95	\$517.74	\$492.04	\$462.68
	Spouse	37		\$520.38	\$511.04	\$483.74	\$459.73	\$432.30
3 BREUER, AMANDA	Employee	46	Employee	\$630.51	\$619.19	\$586.12	\$557.02	\$523.78
4 BRITTSAN, BRICE	Employee	32	Employee	\$497.26	\$488.33	\$462.25	\$439.31	\$413.09
5 CASTILLO, MARIVEL	Employee	55	Employee	\$937.36	\$920.53	\$871.37	\$828.11	\$778.69
6 EWING II, ERIC	Employee	36	Employee	\$517.02	\$507.74	\$480.62	\$456.76	\$429.50
7 GOLDEN, ROBERT	Employee	32	Employee + Family	\$497.26	\$488.33	\$462.25	\$439.31	\$413.09
	Spouse	31		\$487.17	\$478.43	\$452.88	\$430.39	\$404.71
	Dependent	6		\$335.55	\$329.78	\$312.91	\$298.07	\$281.12
	Dependent	3		\$335.55	\$329.78	\$312.91	\$298.07	\$281.12
	Dependent	0		\$335.55	\$329.78	\$312.91	\$298.07	\$281.12
8 HARWELL, REGINA	Employee	28	Employee	\$456.91	\$448.71	\$424.74	\$403.66	\$379.57
9 HENDRICKSON, LOUISE	Employee	26	Employee	\$430.43	\$422.70	\$400.12	\$380.26	\$357.57
10 HENNESSEE, CARLY	Employee	31	Employee	\$487.17	\$478.43	\$452.88	\$430.39	\$404.71
11 JAMES, ASHALYNN	Employee	34	Employee	\$510.29	\$501.13	\$474.37	\$450.82	\$423.92
12 JENKINS, HARLEY	Employee	29	Employee	\$470.36	\$461.92	\$437.25	\$415.54	\$390.74
13 KHAN, ALIYAH	Employee	27	Employee	\$440.52	\$432.61	\$409.50	\$389.17	\$365.95



THE GOLDEN CHARTER ACADEMY

Group ID: 729890

Renewal Effective Date: August 01, 2023

Medical Rate Area: 11

Dental Rate Area: B

Renewal Options: HMO Plans (continued)

The abbreviation "Alt," in certain plan names, designates Kaiser Permanente developed plans that are different from the standard plans and are available through Covered California for Small Business. These Alt plans also include chiro/acu benefits with the exception of the Gold 80 HDHP HMO 1600/15% Alt plan.

Employee Name	Status	Age at Renewal	Tier	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/20 + Child Dental	Gold 80 HMO 0/30 + Child Dental Alt	Gold 80 HMO 250/35 + Child Dental	Gold 80 HMO 1000/40 + Child Dental Alt
14 MORALES, MICHELLE	Employee	30	Employee	\$477.09	\$468.52	\$443.50	\$421.48	\$396.33
15 RIVERS, MALIA	Employee	28	Employee	\$456.91	\$448.71	\$424.74	\$403.66	\$379.57
16 RODRIGUEZ, RODRIGO	Employee	34	Employee	\$510.29	\$501.13	\$474.37	\$450.82	\$423.92
17 SCARBOROUGH, KIMBERLY	Employee	34	Employee + Spouse	\$510.29	\$501.13	\$474.37	\$450.82	\$423.92
	Spouse	42		\$556.95	\$546.95	\$517.74	\$492.04	\$462.68
18 SMITH, MELANIE	Employee	36	Employee	\$517.02	\$507.74	\$480.62	\$456.76	\$429.50
19 SOTO-RUBIO, NOEMY	Employee	26	Employee	\$430.43	\$422.70	\$400.12	\$380.26	\$357.57
20 STEVENS, MONICA	Employee	27	Employee + Child(ren)	\$440.52	\$432.61	\$409.50	\$389.17	\$365.95
	Dependent	8		\$335.55	\$329.78	\$312.91	\$298.07	\$281.12
21 TAYLOR, COUPE	Employee	41	Employee	\$547.28	\$537.46	\$508.75	\$483.50	\$454.64
22 VALENZUELA, SUSANA	Employee	27	Employee	\$440.52	\$432.61	\$409.50	\$389.17	\$365.95



THE GOLDEN CHARTER ACADEMY
Group ID: 729890
Renewal Effective Date: August 01, 2023
Medical Rate Area: 11
Dental Rate Area: B

Renewal Options: HMO Plans (continued)

The abbreviation "Alt," in certain plan names, designates Kaiser Permanente developed plans that are different from the standard plans and are available through Covered California for Small Business. These Alt plans also include chiro/acu benefits with the exception of the Gold 80 HDHP HMO 1600/15% Alt plan.

Employee Name	Status	Age at Renewal	Tier	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/20 + Child Dental	Gold 80 HMO 0/30 + Child Dental Alt	Gold 80 HMO 250/35 + Child Dental	Gold 80 HMO 1000/40 + Child Dental Alt
23 XIONG, JACKIE	Employee	29	Employee	\$470.36	\$461.92	\$437.25	\$415.54	\$390.74
Total Employee Premium				\$12,016.68	\$11,800.96	\$11,170.67	\$10,616.14	\$9,982.62
Total Dependent Premium				\$2,906.70	\$2,855.54	\$2,706.00	\$2,574.44	\$2,424.17
Total Monthly Premium				\$14,923.38	\$14,656.50	\$13,876.67	\$13,190.58	\$12,406.79
Differential from current premium if all members renew on this plan				18.45%	16.33%	10.14%	4.70%	-1.52%



THE GOLDEN CHARTER ACADEMY
Group ID: 729890
Renewal Effective Date: August 01, 2023
Medical Rate Area: 11
Dental Rate Area: B

Renewal Options: HMO Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Gold 80 HDHP HMO 1600/15% + Child Dental Alt	Gold 80 HRA HMO 2250/35 + Child Dental	Silver 70 HMO 1900/65 + Child Dental Alt	Silver 70 HMO 2300/65 + Child Dental Alt	Silver 70 HMO 2500/55 + Child Dental
1 BEACH JR, ROBERT	Employee	51	Employee	\$602.49	\$607.29	\$580.44	\$567.71	\$567.07
2 BOURREL, THERESA	Employee	42	Employee + Spouse	\$428.04	\$431.45	\$412.38	\$403.33	\$402.88
	Spouse	37		\$399.94	\$403.12	\$385.30	\$376.85	\$376.42
3 BREUER, AMANDA	Employee	46	Employee	\$484.58	\$488.44	\$466.84	\$456.60	\$456.09
4 BRITTSAN, BRICE	Employee	32	Employee	\$382.17	\$385.21	\$368.18	\$360.11	\$359.70
5 CASTILLO, MARIVEL	Employee	55	Employee	\$720.40	\$726.14	\$694.04	\$678.82	\$678.05
6 EWING II, ERIC	Employee	36	Employee	\$397.35	\$400.52	\$382.81	\$374.42	\$373.99
7 GOLDEN, ROBERT	Employee	32	Employee + Family	\$382.17	\$385.21	\$368.18	\$360.11	\$359.70
	Spouse	31		\$374.42	\$377.40	\$360.71	\$352.80	\$352.40
	Dependent	6		\$261.12	\$263.09	\$252.08	\$246.86	\$246.59
	Dependent	3		\$261.12	\$263.09	\$252.08	\$246.86	\$246.59
	Dependent	0		\$261.12	\$263.09	\$252.08	\$246.86	\$246.59
8 HARWELL, REGINA	Employee	28	Employee	\$351.16	\$353.95	\$338.31	\$330.89	\$330.51
9 HENDRICKSON, LOUISE	Employee	26	Employee	\$330.80	\$333.44	\$318.70	\$311.71	\$311.36
10 HENNESSEE, CARLY	Employee	31	Employee	\$374.42	\$377.40	\$360.71	\$352.80	\$352.40
11 JAMES, ASHALYNN	Employee	34	Employee	\$392.18	\$395.31	\$377.83	\$369.55	\$369.13
12 JENKINS, HARLEY	Employee	29	Employee	\$361.49	\$364.37	\$348.26	\$340.63	\$340.24
13 KHAN, ALIYAH	Employee	27	Employee	\$338.56	\$341.25	\$326.17	\$319.01	\$318.65
14 MORALES, MICHELLE	Employee	30	Employee	\$366.66	\$369.58	\$353.24	\$345.50	\$345.11
15 RIVERS, MALIA	Employee	28	Employee	\$351.16	\$353.95	\$338.31	\$330.89	\$330.51



THE GOLDEN CHARTER ACADEMY
Group ID: 729890
Renewal Effective Date: August 01, 2023
Medical Rate Area: 11
Dental Rate Area: B

Renewal Options: HMO Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Gold 80 HDHP HMO 1600/15% + Child Dental Alt	Gold 80 HRA HMO 2250/35 + Child Dental	Silver 70 HMO 1900/65 + Child Dental Alt	Silver 70 HMO 2300/65 + Child Dental Alt	Silver 70 HMO 2500/55 + Child Dental
16 RODRIGUEZ, RODRIGO	Employee	34	Employee	\$392.18	\$395.31	\$377.83	\$369.55	\$369.13
17 SCARBOROUGH, KIMBERLY	Employee	34	Employee + Spouse	\$392.18	\$395.31	\$377.83	\$369.55	\$369.13
	Spouse	42		\$428.04	\$431.45	\$412.38	\$403.33	\$402.88
18 SMITH, MELANIE	Employee	36	Employee	\$397.35	\$400.52	\$382.81	\$374.42	\$373.99
19 SOTO-RUBIO, NOEMY	Employee	26	Employee	\$330.80	\$333.44	\$318.70	\$311.71	\$311.36
20 STEVENS, MONICA	Employee	27	Employee + Child(ren)	\$338.56	\$341.25	\$326.17	\$319.01	\$318.65
	Dependent	8		\$261.12	\$263.09	\$252.08	\$246.86	\$246.59
21 TAYLOR, COUPE	Employee	41	Employee	\$420.61	\$423.96	\$405.22	\$396.33	\$395.88
22 VALENZUELA, SUSANA	Employee	27	Employee	\$338.56	\$341.25	\$326.17	\$319.01	\$318.65
23 XIONG, JACKIE	Employee	29	Employee	\$361.49	\$364.37	\$348.26	\$340.63	\$340.24

Total Employee Premium	\$9,235.36	\$9,308.92	\$8,897.39	\$8,702.29	\$8,692.42
Total Dependent Premium	\$2,246.88	\$2,264.33	\$2,166.71	\$2,120.42	\$2,118.06
Total Monthly Premium	\$11,482.24	\$11,573.25	\$11,064.10	\$10,822.71	\$10,810.48

Differential from current premium
if all members renew on this plan

-8.86%

-8.14%

-12.18%

-14.10%

-14.19%



THE GOLDEN CHARTER ACADEMY
Group ID: 729890
Renewal Effective Date: August 01, 2023
Medical Rate Area: 11
Dental Rate Area: B

Renewal Options: HMO Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Silver 70 HMO 2800/65 + Child Dental Alt	Silver 70 HDHP HMO 2700/25% + Child Dental	Bronze 60 HMO 5400/60 + Child Dental Alt	Bronze 60 HMO 6300/65 + Child Dental	Bronze 60 HDHP HMO 7000/0 + Child Dental
1 BEACH JR, ROBERT	Employee	51	Employee	\$555.75	\$531.71	\$488.94	\$500.71	\$470.84
2 BOURREL, THERESA	Employee	42	Employee + Spouse	\$394.84	\$377.76	\$347.37	\$355.73	\$334.51
	Spouse	37		\$368.91	\$352.96	\$324.56	\$332.38	\$312.55
3 BREUER, AMANDA	Employee	46	Employee	\$446.98	\$427.65	\$393.25	\$402.72	\$378.69
4 BRITTSAN, BRICE	Employee	32	Employee	\$352.52	\$337.27	\$310.14	\$317.61	\$298.66
5 CASTILLO, MARIVEL	Employee	55	Employee	\$664.51	\$635.78	\$584.63	\$598.70	\$562.99
6 EWING II, ERIC	Employee	36	Employee	\$366.53	\$350.67	\$322.47	\$330.23	\$310.53
7 GOLDEN, ROBERT	Employee	32	Employee + Family	\$352.52	\$337.27	\$310.14	\$317.61	\$298.66
	Spouse	31		\$345.37	\$330.43	\$303.85	\$311.17	\$292.60
	Dependent	6		\$241.95	\$232.09	\$214.55	\$219.38	\$207.12
	Dependent	3		\$241.95	\$232.09	\$214.55	\$219.38	\$207.12
	Dependent	0		\$241.95	\$232.09	\$214.55	\$219.38	\$207.12
8 HARWELL, REGINA	Employee	28	Employee	\$323.91	\$309.91	\$284.98	\$291.84	\$274.42
9 HENDRICKSON, LOUISE	Employee	26	Employee	\$305.14	\$291.94	\$268.46	\$274.92	\$258.52
10 HENNESSEE, CARLY	Employee	31	Employee	\$345.37	\$330.43	\$303.85	\$311.17	\$292.60
11 JAMES, ASHALYNN	Employee	34	Employee	\$361.76	\$346.11	\$318.27	\$325.93	\$306.49
12 JENKINS, HARLEY	Employee	29	Employee	\$333.45	\$319.03	\$293.37	\$300.43	\$282.50
13 KHAN, ALIYAH	Employee	27	Employee	\$312.29	\$298.79	\$274.75	\$281.36	\$264.58
14 MORALES, MICHELLE	Employee	30	Employee	\$338.22	\$323.59	\$297.56	\$304.72	\$286.54
15 RIVERS, MALIA	Employee	28	Employee	\$323.91	\$309.91	\$284.98	\$291.84	\$274.42



THE GOLDEN CHARTER ACADEMY

Group ID: 729890

Renewal Effective Date: August 01, 2023

Medical Rate Area: 11

Dental Rate Area: B

Renewal Options: HMO Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Silver 70 HMO 2800/65 + Child Dental Alt	Silver 70 HDHP HMO 2700/25% + Child Dental	Bronze 60 HMO 5400/60 + Child Dental Alt	Bronze 60 HMO 6300/65 + Child Dental	Bronze 60 HDHP HMO 7000/0 + Child Dental
16 RODRIGUEZ, RODRIGO	Employee	34	Employee	\$361.76	\$346.11	\$318.27	\$325.93	\$306.49
17 SCARBOROUGH, KIMBERLY	Employee	34	Employee + Spouse	\$361.76	\$346.11	\$318.27	\$325.93	\$306.49
	Spouse	42		\$394.84	\$377.76	\$347.37	\$355.73	\$334.51
18 SMITH, MELANIE	Employee	36	Employee	\$366.53	\$350.67	\$322.47	\$330.23	\$310.53
19 SOTO-RUBIO, NOEMY	Employee	26	Employee	\$305.14	\$291.94	\$268.46	\$274.92	\$258.52
20 STEVENS, MONICA	Employee	27	Employee + Child(ren)	\$312.29	\$298.79	\$274.75	\$281.36	\$264.58
	Dependent	8		\$241.95	\$232.09	\$214.55	\$219.38	\$207.12
21 TAYLOR, COUPE	Employee	41	Employee	\$387.98	\$371.20	\$341.34	\$349.56	\$328.70
22 VALENZUELA, SUSANA	Employee	27	Employee	\$312.29	\$298.79	\$274.75	\$281.36	\$264.58
23 XIONG, JACKIE	Employee	29	Employee	\$333.45	\$319.03	\$293.37	\$300.43	\$282.50

Total Employee Premium	\$8,518.90	\$8,150.46	\$7,494.84	\$7,675.24	\$7,217.34
Total Dependent Premium	\$2,076.92	\$1,989.51	\$1,833.98	\$1,876.80	\$1,768.14
Total Monthly Premium	\$10,595.82	\$10,139.97	\$9,328.82	\$9,552.04	\$8,985.48

Differential from current premium
if all members renew on this plan

-15.90% -19.52% -25.95% -24.18% -28.68%



THE GOLDEN CHARTER ACADEMY
Group ID: 729890
Renewal Effective Date: August 01, 2023
Medical Rate Area: 11
Dental Rate Area: B

HMO Plan Benefits

Summary of Benefits and Coverage (SBC) documents for all our plans are available at account.kp.org. For more information about plan benefits and restrictions, refer to the plan highlight information at account.kp.org.

The abbreviation "Alt," in certain plan names, designates Kaiser Permanente developed plans that are different from the standard plans and are available through Covered California for Small Business. These Alt plans also include chiro/acu benefits with the exception of the Gold 80 HDHP HMO 1600/15% Alt plan..

Benefits/Services	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/20 + Child Dental	Gold 80 HMO 0/30 + Child Dental Alt	Gold 80 HMO 250/35 + Child Dental	Gold 80 HMO 1000/40 + Child Dental Alt
Plan Deductible	\$0	\$0	\$0	\$250 \$500	\$1,000 Individual \$2,000 Family
Out-of-Pocket (OOP) Maximum	\$3,000 Individual \$6,000 Family	\$4,500 Individual \$9,000 Family	\$7,500 Individual \$15,000 Family	\$7,800 Individual \$15,600 Family	\$7,800 Individual \$15,600 Family
Primary Care Visits	\$10	\$20	\$30	\$35	\$40
Specialty Care Visits	\$20	\$30	\$50	\$55	\$60
Outpatient Surgery	\$300	\$125	\$320	\$335 (after deductible)	\$350
Emergency Visits	\$200	\$150	\$250	\$250 (after deductible)	\$350
Inpatient Hospital Care	\$500 per admission	\$250 per day up to 5 days per admission	\$600 per day up to 5 days per admission	\$600 per day up to 5 days per admission (after deductible)	\$600 per day up to 5 days per admission (after deductible)
Prescriptions					
Generic <i>Up to a 30-day supply</i>	\$5	\$5	\$15	\$15	\$20
Brand <i>Up to a 30-day supply</i>	\$15	\$20	\$50	\$40	\$50 (after \$250 drug deductible)
Specialty <i>Up to a 30-day supply</i>	10% up to \$250 maximum	10% up to \$250 maximum	20% up to \$250 maximum	20% up to \$250 maximum	20% up to \$250 maximum (after \$250 drug deductible)



THE GOLDEN CHARTER ACADEMY
Group ID: 729890
Renewal Effective Date: August 01, 2023
Medical Rate Area: 11
Dental Rate Area: B

HMO Plan Benefits (continued)

Benefits/Services	Gold 80 HDHP HMO 1600/15% + Child Dental Alt	Gold 80 HRA HMO 2250/35 + Child Dental	Silver 70 HMO 1900/65 + Child Dental Alt	Silver 70 HMO 2300/65 + Child Dental Alt	Silver 70 HMO 2500/55 + Child Dental
Plan Deductible	\$3,000 Individual \$3,200 Family	\$2,250 Individual \$4,500 Family	\$1,900 Individual \$3,800 Family	\$2,300 Individual \$4,600 Family	\$2,500 Individual \$5,000 Family
Out-of-Pocket (OOP) Maximum	\$3,550 Individual \$7,100 Family	\$8,500 Individual \$17,000 Family	\$8,750 Individual \$17,500 Family	\$8,750 Individual \$17,500 Family	\$8,750 Individual \$17,500 Family
Primary Care Visits	15% (after deductible)	\$35	\$65	\$65	\$55
Specialty Care Visits	15% (after deductible)	\$50	\$100	\$100	\$90
Outpatient Surgery	15% (after deductible)	25% (after deductible)	45% (after deductible)	45% (after deductible)	35% (after drug deductible)
Emergency Visits	15% (after deductible)	25% (after deductible)	45% (after deductible)	45% (after deductible)	30% (after deductible)
Inpatient Hospital Care	15% (after deductible)	25% (after deductible)	45% (after deductible)	45% (after deductible)	40% (after deductible)
Prescriptions					
Generic <i>Up to a 30-day supply</i>	\$15 (after deductible)	\$15	\$20	\$20	\$19
Brand <i>Up to a 30-day supply</i>	\$45 (after deductible)	\$30 (after \$100 drug deductible)	\$100	\$100 (after \$500 drug deductible)	\$85 (after \$370 drug deductible)
Specialty <i>Up to a 30-day supply</i>	15% up to \$250 maximum (after deductible)	20% (after \$100 drug deductible) up to \$250 maximum	20% up to \$250 maximum (after deductible)	20% up to \$250 maximum (after \$500 drug deductible)	30% up to \$250 maximum (after \$370 drug deductible)



THE GOLDEN CHARTER ACADEMY
Group ID: 729890
Renewal Effective Date: August 01, 2023
Medical Rate Area: 11
Dental Rate Area: B

HMO Plan Benefits (continued)

Benefits/Services	Silver 70 HMO 2800/65 + Child Dental Alt	Silver 70 HDHP HMO 2700/25% + Child Dental	Bronze 60 HMO 5400/60 + Child Dental Alt	Bronze 60 HMO 6300/65 + Child Dental	Bronze 60 HDHP HMO 7000/0 + Child Dental
Plan Deductible	\$2,800 Individual \$5,600 Family	\$3,000 Individual \$2,700 Self-only \$5,400 Family	\$5,400 Individual \$10,800 Family	\$6,300 Individual \$12,600 Family	\$7,000 Individual \$14,000 Family
Out-of-Pocket (OOP) Maximum	\$8,750 Individual \$17,500 Family	\$7,200 Individual \$14,400 Family	\$8,300 Individual \$16,600 Family	\$8,600 Individual \$17,200 Family	\$7,000 Individual \$14,000 Family
Primary Care Visits	\$65	25% (after deductible)	\$60 (after deductible)	\$65 (after deductible)	\$0 (after deductible)
Specialty Care Visits	\$100	25% (after deductible)	\$80 (after deductible)	\$95 (after deductible)	\$0 (after deductible)
Outpatient Surgery	45% (after deductible)	25% (after deductible)	50% (after deductible)	40% (after deductible)	\$0 (after deductible)
Emergency Visits	45% (after deductible)	25% (after deductible)	50% (after deductible)	40% (after deductible)	\$0 (after deductible)
Inpatient Hospital Care	45% (after deductible)	25% (after deductible)	50% (after deductible)	40% (after deductible)	\$0 (after deductible)
Prescriptions					
Generic <i>Up to a 30-day supply</i>	\$20	25% up to \$250 maximum (after deductible)	\$20	\$18 (after \$500 drug deductible)	\$0 (after deductible)
Brand <i>Up to a 30-day supply</i>	\$100 (after deductible)	25% up to \$250 maximum (after deductible)	50% up to \$500 maximum (after deductible)	40% up to \$500 maximum(after \$500 drug deductible)	\$0 (after deductible)
Specialty <i>Up to a 30-day supply</i>	45% up to \$250 maximum (after deductible)	25% up to \$250 maximum (after deductible)	50% up to \$500 maximum (after deductible)	40% up to \$500 maximum (after \$500 drug deductible)	\$0 (after deductible)



THE GOLDEN CHARTER ACADEMY
Group ID: 729890
Renewal Effective Date: August 01, 2023
Medical Rate Area: 11
Dental Rate Area: B

Renewal Options: PPO Insurance Plans

Employee Name	Status	Age at Renewal	Tier	Platinum 90 PPO 0/15 + Child Dental	Gold 80 PPO 350/25 + Child Dental	Silver 70 PPO 2500/55 + Child Dental	Bronze 60 PPO 6300/65 + Child Dental
1 BEACH JR, ROBERT	Employee	51	Employee	\$1,498.88	\$1,318.85	\$1,083.92	\$951.65
2 BOURREL, THERESA	Employee	42	Employee + Spouse	\$1,064.89	\$936.99	\$770.08	\$676.11
	Spouse	37		\$994.97	\$875.46	\$719.51	\$631.72
3 BREUER, AMANDA	Employee	46	Employee	\$1,205.53	\$1,060.74	\$871.79	\$765.41
4 BRITTSAN, BRICE	Employee	32	Employee	\$950.76	\$836.57	\$687.55	\$603.65
5 CASTILLO, MARIVEL	Employee	55	Employee	\$1,792.23	\$1,576.96	\$1,296.06	\$1,137.90
6 EWING II, ERIC	Employee	36	Employee	\$988.54	\$869.81	\$714.87	\$627.63
7 GOLDEN, ROBERT	Employee	32	Employee + Family	\$950.76	\$836.57	\$687.55	\$603.65
	Spouse	31		\$931.48	\$819.60	\$673.60	\$591.40
	Dependent	6		\$614.82	\$540.98	\$444.61	\$390.36
	Dependent	3		\$614.82	\$540.98	\$444.61	\$390.36
	Dependent	0		\$614.82	\$540.98	\$444.61	\$390.36
8 HARWELL, REGINA	Employee	28	Employee	\$873.61	\$768.68	\$631.75	\$554.66
9 HENDRICKSON, LOUISE	Employee	26	Employee	\$822.98	\$724.13	\$595.14	\$522.52
10 HENNESSEE, CARLY	Employee	31	Employee	\$931.48	\$819.60	\$673.60	\$591.40
11 JAMES, ASHALYNN	Employee	34	Employee	\$975.68	\$858.49	\$705.57	\$619.47
12 JENKINS, HARLEY	Employee	29	Employee	\$899.33	\$791.31	\$650.35	\$570.99
13 KHAN, ALIYAH	Employee	27	Employee	\$842.27	\$741.10	\$609.09	\$534.76
14 MORALES, MICHELLE	Employee	30	Employee	\$912.19	\$802.63	\$659.65	\$579.16
15 RIVERS, MALIA	Employee	28	Employee	\$873.61	\$768.68	\$631.75	\$554.66



THE GOLDEN CHARTER ACADEMY

Group ID: 729890

Renewal Effective Date: August 01, 2023

Medical Rate Area: 11

Dental Rate Area: B

Renewal Options: PPO Insurance Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Platinum 90 PPO 0/15 + Child Dental	Gold 80 PPO 350/25 + Child Dental	Silver 70 PPO 2500/55 + Child Dental	Bronze 60 PPO 6300/65 + Child Dental
16 RODRIGUEZ, RODRIGO	Employee	34	Employee	\$975.68	\$858.49	\$705.57	\$619.47
17 SCARBOROUGH, KIMBERLY	Employee	34	Employee + Spouse	\$975.68	\$858.49	\$705.57	\$619.47
	Spouse	42		\$1,064.89	\$936.99	\$770.08	\$676.11
18 SMITH, MELANIE	Employee	36	Employee	\$988.54	\$869.81	\$714.87	\$627.63
19 SOTO-RUBIO, NOEMY	Employee	26	Employee	\$822.98	\$724.13	\$595.14	\$522.52
20 STEVENS, MONICA	Employee	27	Employee + Child(ren)	\$842.27	\$741.10	\$609.09	\$534.76
	Dependent	8		\$614.82	\$540.98	\$444.61	\$390.36
21 TAYLOR, COUPE	Employee	41	Employee	\$1,046.40	\$920.72	\$756.71	\$664.37
22 VALENZUELA, SUSANA	Employee	27	Employee	\$842.27	\$741.10	\$609.09	\$534.76
23 XIONG, JACKIE	Employee	29	Employee	\$899.33	\$791.31	\$650.35	\$570.99

Total Employee Premium	\$22,975.89	\$20,216.26	\$16,615.11	\$14,587.59
Total Dependent Premium	\$5,450.62	\$4,795.97	\$3,941.63	\$3,460.67
Total Monthly Premium	\$28,426.51	\$25,012.23	\$20,556.74	\$18,048.26

Differential from current premium
if all members renew on this plan

125.63%

98.53%

63.17%

43.26%



THE GOLDEN CHARTER ACADEMY
Group ID: 729890
Renewal Effective Date: August 01, 2023
Medical Rate Area: 11
Dental Rate Area: B

PPO Insurance Plan Benefits

Summary of Benefits and Coverage (SBC) documents for all our plans are available at account.kp.org. SBCs include information to help employees make the right plan choice based on their needs, and you are required to provide eligible employees with SBCs for your renewal plan(s) or for any plan(s) you change to in the future. For more information about plan benefits and restrictions, refer to the plan highlight information at account.kp.org.

Benefits/Services	Platinum 90 PPO 0/15 + Child Dental		Gold 80 PPO 350/25 + Child Dental	
	Participating Providers (in-network)	Non-Participating Providers (out-of-network)	Participating Providers (in-network)	Non-Participating Providers (out-of-network)
Plan Deductible	\$0	\$500 Individual \$1,000 Family	\$350 \$700 Family	\$1,000 Individual \$2,000 Family
Out-of-Pocket (OOP) Maximum	\$4,500 Individual \$9,000 Family	\$9,000 Individual \$18,000 Family	\$7,800 Individual \$15,600 Family	\$15,600 Individual \$31,200 Family
Primary Care Visits	\$15	30% (after deductible)	\$25	40% (after deductible)
Specialty Care Visits	\$30	30% (after deductible)	\$50	40% (after deductible)
Outpatient Surgery	10%	30% (after deductible)	20%	40% (after deductible)
Emergency Visits	\$200	\$200	20% (after deductible)	20% (after deductible)
Inpatient Hospital Care	10%	30% (after deductible)	20% (after deductible)	40% (after deductible)
Prescriptions: In-network prescriptions must be filled at a MedImpact pharmacy				
Generic <i>Up to a 30-day supply</i>	\$10	Not Covered	\$15	Not Covered
Brand <i>Up to a 30-day supply</i>	\$25	Not Covered	\$50	Not Covered
Specialty <i>Up to a 30-day supply</i>	10% up to \$250 maximum	Not Covered	20% up to \$250 maximum	Not Covered



THE GOLDEN CHARTER ACADEMY
Group ID: 729890
Renewal Effective Date: August 01, 2023
Medical Rate Area: 11
Dental Rate Area: B

PPO Insurance Plan Benefits (continued)

Benefits/Services	Silver 70 PPO 2500/55 + Child Dental		Bronze 60 PPO 6300/65 + Child Dental	
	Participating Providers (in-network)	Non-Participating Providers (out-of-network)	Participating Providers (in-network)	Non-Participating Providers (out-of-network)
Plan Deductible	\$2,500 Individual \$5,000 Family	\$5,000 Individual \$10,000 Family	\$6,300 Individual \$12,600 Family	\$12,600 Individual \$25,200 Family
Out-of-Pocket (OOP) Maximum	\$8,750 Individual \$17,500 Family	\$17,500 Individual \$35,000 Family	\$8,200 Individual \$16,400 Family	\$16,400 Individual \$32,800 Family
Primary Care Visits	\$55	40% (after deductible)	\$65 (after deductible)	100% (up to OOP maximum)
Specialty Care Visits	\$90	40% (after deductible)	\$95 (after deductible)	100% (up to OOP maximum)
Outpatient Surgery	35% (after deductible)	50% (after deductible)	40% (after deductible)	100% (up to OOP maximum)
Emergency Visits	30% (after deductible)	30% (after deductible)	40% (after deductible)	40% (up to OOP maximum)
Inpatient Hospital Care	40% (after deductible)	50% (after deductible)	40% (after deductible)	100% (up to OOP maximum)
Prescriptions: In-network prescriptions must be filled at a MedImpact pharmacy				
Generic <i>Up to a 30-day supply</i>	\$19	Not Covered	\$18 (after \$500 drug deductible)	Not Covered
Brand <i>Up to a 30-day supply</i>	\$85 (after \$300 drug deductible)	Not Covered	40% up to \$500 maximum (after \$500 drug deductible)	Not Covered
Specialty <i>Up to a 30-day supply</i>	30% up to \$250 maximum (after \$300 drug deductible)	Not Covered	40% up to \$500 maximum (after \$500 drug deductible)	Not Covered



THE GOLDEN CHARTER ACADEMY
Group ID: 729890
Renewal Effective Date: August 01, 2023
Medical Rate Area: 11
Dental Rate Area: B

Renewal Options: Supplemental Family Dental Plans—DeltaCare HMO

Dental rates are based on the ZIP code of your business location.

Employee Name	Status	Tier	DeltaCare HMO 10A	DeltaCare HMO 13B
1 BEACH JR, ROBERT	Employee	Employee	\$23.71	\$17.36
2 BOURREL, THERESA	Employee	Employee + Spouse	\$45.29	\$33.16
3 BREUER, AMANDA	Employee	Employee	\$23.71	\$17.36
4 BRITTSAN, BRICE	Employee	Employee	\$23.71	\$17.36
5 CASTILLO, MARIVEL	Employee	Employee	\$23.71	\$17.36
6 EWING II, ERIC	Employee	Employee	\$23.71	\$17.36
7 GOLDEN, ROBERT	Employee	Employee + Family	\$87.02	\$63.71
8 HARWELL, REGINA	Employee	Employee	\$23.71	\$17.36
9 HENDRICKSON, LOUISE	Employee	Employee	\$23.71	\$17.36
10 HENNESSEE, CARLY	Employee	Employee	\$23.71	\$17.36
11 JAMES, ASHALYNN	Employee	Employee	\$23.71	\$17.36
12 JENKINS, HARLEY	Employee	Employee	\$23.71	\$17.36
13 KHAN, ALIYAH	Employee	Employee	\$23.71	\$17.36
14 MORALES, MICHELLE	Employee	Employee	\$23.71	\$17.36
15 RIVERS, MALIA	Employee	Employee	\$23.71	\$17.36
16 RODRIGUEZ, RODRIGO	Employee	Employee	\$23.71	\$17.36
17 SCARBOROUGH, KIMBERLY	Employee	Employee + Spouse	\$45.29	\$33.16
18 SMITH, MELANIE	Employee	Employee	\$23.71	\$17.36
19 SOTO-RUBIO, NOEMY	Employee	Employee	\$23.71	\$17.36
20 STEVENS, MONICA	Employee	Employee + Child(ren)	\$63.07	\$46.18
21 TAYLOR, COUPE	Employee	Employee	\$23.71	\$17.36
22 VALENZUELA, SUSANA	Employee	Employee	\$23.71	\$17.36



THE GOLDEN CHARTER ACADEMY
Group ID: 729890
Renewal Effective Date: August 01, 2023
Medical Rate Area: 11
Dental Rate Area: B

Renewal Options: Supplemental Family Dental Plans—DeltaCare HMO (continued)

Employee Name	Status	Tier	DeltaCare HMO 10A	DeltaCare HMO 13B
23 XIONG, JACKIE	Employee	Employee	\$23.71	\$17.36

Total Monthly Premium	\$691.16	\$506.05
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THE GOLDEN CHARTER ACADEMY
 Group ID: 729890
 Renewal Effective Date: August 01, 2023
 Medical Rate Area: 11
 Dental Rate Area: B

Supplemental Family Dental Plan Benefits—DeltaCare HMO

For more information about plan benefits and restrictions, refer to the plan highlight information at account.kp.org or your *Disclosure Form/Evidence of Coverage*.

Benefits/Services	DeltaCare HMO 10A	DeltaCare HMO 13B
Year deductible per member	None	None
Benefit maximum per member per year	None	None
Procedures not subject to deductible		
Exams	\$0	\$0
Bitewing X-rays	\$0	\$0
Other X-rays	\$0	\$0
Procedures subject to deductible		
Fillings	\$0	\$0
Crowns	\$195 (porcelain)	\$355 (porcelain)
Prosthodontics	\$100	\$285
Orthodontics (Children to age 19)	\$1,700	\$1,900
Orthodontics (Adults)	\$1,900	\$2,100



THE GOLDEN CHARTER ACADEMY
Group ID: 729890
Renewal Effective Date: August 01, 2023
Medical Rate Area: 11
Dental Rate Area: B

Renewal Options: Supplemental Family Dental Plans—KPIC PPO

Dental rates are based on the ZIP code of your business location.

Employee Name	Status	Tier	KPIC PPO AG 1500	KPIC PPO AH 2000	KPIC PPO D 1500	KPIC PPO E 1000	KPIC PPO E 1500
1 BEACH JR, ROBERT	Employee	Employee	\$55.52	\$60.48	\$37.96	\$46.28	\$51.02
2 BOURREL, THERESA	Employee	Employee + Spouse	\$113.82	\$123.98	\$77.81	\$94.87	\$104.59
3 BREUER, AMANDA	Employee	Employee	\$55.52	\$60.48	\$37.96	\$46.28	\$51.02
4 BRITTSAN, BRICE	Employee	Employee	\$55.52	\$60.48	\$37.96	\$46.28	\$51.02
5 CASTILLO, MARIVEL	Employee	Employee	\$55.52	\$60.48	\$37.96	\$46.28	\$51.02
6 EWING II, ERIC	Employee	Employee	\$55.52	\$60.48	\$37.96	\$46.28	\$51.02
7 GOLDEN, ROBERT	Employee	Employee + Family	\$184.33	\$200.79	\$126.01	\$153.64	\$169.39
8 HARWELL, REGINA	Employee	Employee	\$55.52	\$60.48	\$37.96	\$46.28	\$51.02
9 HENDRICKSON, LOUISE	Employee	Employee	\$55.52	\$60.48	\$37.96	\$46.28	\$51.02
10 HENNESSEE, CARLY	Employee	Employee	\$55.52	\$60.48	\$37.96	\$46.28	\$51.02
11 JAMES, ASHALYNN	Employee	Employee	\$55.52	\$60.48	\$37.96	\$46.28	\$51.02
12 JENKINS, HARLEY	Employee	Employee	\$55.52	\$60.48	\$37.96	\$46.28	\$51.02
13 KHAN, ALIYAH	Employee	Employee	\$55.52	\$60.48	\$37.96	\$46.28	\$51.02
14 MORALES, MICHELLE	Employee	Employee	\$55.52	\$60.48	\$37.96	\$46.28	\$51.02
15 RIVERS, MALIA	Employee	Employee	\$55.52	\$60.48	\$37.96	\$46.28	\$51.02
16 RODRIGUEZ, RODRIGO	Employee	Employee	\$55.52	\$60.48	\$37.96	\$46.28	\$51.02
17 SCARBOROUGH, KIMBERLY	Employee	Employee + Spouse	\$113.82	\$123.98	\$77.81	\$94.87	\$104.59
18 SMITH, MELANIE	Employee	Employee	\$55.52	\$60.48	\$37.96	\$46.28	\$51.02
19 SOTO-RUBIO, NOEMY	Employee	Employee	\$55.52	\$60.48	\$37.96	\$46.28	\$51.02
20 STEVENS, MONICA	Employee	Employee + Child(ren)	\$116.59	\$127.01	\$79.71	\$97.18	\$107.14
21 TAYLOR, COUPE	Employee	Employee	\$55.52	\$60.48	\$37.96	\$46.28	\$51.02
22 VALENZUELA, SUSANA	Employee	Employee	\$55.52	\$60.48	\$37.96	\$46.28	\$51.02



THE GOLDEN CHARTER ACADEMY
Group ID: 729890
Renewal Effective Date: August 01, 2023
Medical Rate Area: 11
Dental Rate Area: B

Renewal Options: Supplemental Family Dental Plans—KPIC PPO (continued)

Employee Name	Status	Tier	KPIC PPO AG 1500	KPIC PPO AH 2000	KPIC PPO D 1500	KPIC PPO E 1000	KPIC PPO E 1500
23 XIONG, JACKIE	Employee	Employee	\$55.52	\$60.48	\$37.96	\$46.28	\$51.02

Total Monthly Premium	\$1,583.44	\$1,724.88	\$1,082.58	\$1,319.88	\$1,455.09
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THE GOLDEN CHARTER ACADEMY
 Group ID: 729890
 Renewal Effective Date: August 01, 2023
 Medical Rate Area: 11
 Dental Rate Area: B

Supplemental Family Dental Plan Benefits—KPIC PPO

For more information about plan benefits and restrictions, refer to the plan highlight information at account.kp.org or your *Disclosure Form/Evidence of Coverage*.

Benefits/Services	KPIC PPO AG 1500	KPIC PPO AH 2000	KPIC PPO D 1500	KPIC PPO E 1000	KPIC PPO E 1500
	In Network/Out of Network				
Year deductible per member	\$50/\$50 per member	\$50/\$50 per member	\$25/\$50	\$25/\$50	\$25/\$50
Benefit maximum per member per year	\$1,500 per member	\$2,000 per member	\$1,500	\$1,000	\$1,500
Procedures not subject to deductible					
	Plan Pays				
Exams	100%/90%	100%/90%	100%/50%	100%/50%	100%/50%
Bitewing X-rays	100%/90%	100%/90%	100%/50%	100%/50%	100%/50%
Other X-rays	80%/70%	80%/70%	80%/50%	80%/50%	80%/50%
Procedures subject to deductible					
Fillings	80%/70%	80%/70%	80%/50%	80%/50%	80%/50%
Crowns	80%/70%	80%/70%	80%/50% (stainless steel)	80%/50% (stainless steel)	80%/50% (stainless steel)
Prosthodontics	50%/50%	50%/50%	Not covered	50%/50%	50%/50%
Orthodontics (Children to age 19)	Not covered	Not covered	Not covered	Not covered	Not covered
Orthodontics (Adults)	Not covered	Not covered	Not covered	Not covered	Not covered



THE GOLDEN CHARTER ACADEMY
Group ID: 729890
Renewal Effective Date: August 01, 2023
Medical Rate Area: 11
Dental Rate Area: B

Renewal Options: Supplemental Family Dental Plans—KPIC Fee-for-Service (Premier)

Dental rates are based on the ZIP code of your business location.

Employee Name	Status	Tier	KPIC Fee-for-Service Plan C	KPIC Fee-for-Service Plan D	KPIC Fee-for-Service Plan E	KPIC Fee-for-Service Plan E with Ortho
1 BEACH JR, ROBERT	Employee	Employee	\$33.43	\$51.96	\$67.49	\$68.90
2 BOURREL, THERESA	Employee	Employee + Spouse	\$68.53	\$106.52	\$138.35	\$141.24
3 BREUER, AMANDA	Employee	Employee	\$33.43	\$51.96	\$67.49	\$68.90
4 BRITTSAN, BRICE	Employee	Employee	\$33.43	\$51.96	\$67.49	\$68.90
5 CASTILLO, MARIVEL	Employee	Employee	\$33.43	\$51.96	\$67.49	\$68.90
6 EWING II, ERIC	Employee	Employee	\$33.43	\$51.96	\$67.49	\$68.90
7 GOLDEN, ROBERT	Employee	Employee + Family	\$110.98	\$172.51	\$224.06	\$228.74
8 HARWELL, REGINA	Employee	Employee	\$33.43	\$51.96	\$67.49	\$68.90
9 HENDRICKSON, LOUISE	Employee	Employee	\$33.43	\$51.96	\$67.49	\$68.90
10 HENNESSEE, CARLY	Employee	Employee	\$33.43	\$51.96	\$67.49	\$68.90
11 JAMES, ASHALYNN	Employee	Employee	\$33.43	\$51.96	\$67.49	\$68.90
12 JENKINS, HARLEY	Employee	Employee	\$33.43	\$51.96	\$67.49	\$68.90
13 KHAN, ALIYAH	Employee	Employee	\$33.43	\$51.96	\$67.49	\$68.90
14 MORALES, MICHELLE	Employee	Employee	\$33.43	\$51.96	\$67.49	\$68.90
15 RIVERS, MALIA	Employee	Employee	\$33.43	\$51.96	\$67.49	\$68.90
16 RODRIGUEZ, RODRIGO	Employee	Employee	\$33.43	\$51.96	\$67.49	\$68.90
17 SCARBOROUGH, KIMBERLY	Employee	Employee + Spouse	\$68.53	\$106.52	\$138.35	\$141.24
18 SMITH, MELANIE	Employee	Employee	\$33.43	\$51.96	\$67.49	\$68.90
19 SOTO-RUBIO, NOEMY	Employee	Employee	\$33.43	\$51.96	\$67.49	\$68.90
20 STEVENS, MONICA	Employee	Employee + Child(ren)	\$70.20	\$109.12	\$141.72	\$144.68
21 TAYLOR, COUPE	Employee	Employee	\$33.43	\$51.96	\$67.49	\$68.90
22 VALENZUELA, SUSANA	Employee	Employee	\$33.43	\$51.96	\$67.49	\$68.90



THE GOLDEN CHARTER ACADEMY
 Group ID: 729890
 Renewal Effective Date: August 01, 2023
 Medical Rate Area: 11
 Dental Rate Area: B

Renewal Options: Supplemental Family Dental Plans—KPIC Fee-for-Service (Premier) (continued)

Employee Name	Status	Tier	KPIC Fee-for-Service Plan C	KPIC Fee-for-Service Plan D	KPIC Fee-for-Service Plan E	KPIC Fee-for-Service Plan E with Ortho
23 XIONG, JACKIE	Employee	Employee	\$33.43	\$51.96	\$67.49	\$68.90
Total Monthly Premium			\$953.41	\$1,481.91	\$1,924.79	\$1,965.00



THE GOLDEN CHARTER ACADEMY
 Group ID: 729890
 Renewal Effective Date: August 01, 2023
 Medical Rate Area: 11
 Dental Rate Area: B

Supplemental Family Dental Plan Benefits—KPIC Fee-for-Service (Premier)

For more information about plan benefits and restrictions, refer to the plan highlight information at account.kp.org or your *Disclosure Form/Evidence of Coverage*. Benefits payable will be based on the lesser of the usual, customary, and reasonable fees or the fees actually charged.

Benefits/Services	KPIC Fee-for-Service Plan C	KPIC Fee-for-Service Plan D	KPIC Fee-for-Service Plan E	KPIC Fee-for-Service Plan E with Ortho
Year deductible per member	None	\$25	\$25	\$25
Benefit maximum per member per year	\$500	\$1,000	\$1,000	\$1,000
Plan Pays				
Procedures not subject to deductible				
Exams	100%	100%	100%	100%
Bitewing X-rays	100%	100%	100%	100%
Other X-rays	80%	80%	80%	80%
Procedures subject to deductible				
Fillings	80%	80%	80%	80%
Crowns	80%	80%	80%	80%
Prosthodontics	Not covered	Not covered	50%	50%
Orthodontics (Children to age 19)	Not covered	Not covered	Not covered	50%
Orthodontics (Adults)	Not covered	Not covered	Not covered	Not covered



2023 Renewal Changes

If you are satisfied and have no changes for your 2023 renewal, then no action is needed.

To make changes, go to your dashboard on account.kp.org to access the links under "Make renewal plan changes" to make the changes for immediate processing. Renewal plan changes on account.kp.org must be received by the 15th of the effective month by 11:59 p.m. Thereafter, renewal plan changes capabilities on account.kp.org will not be available after the 15th of the effective month.

Renewal plan changes submitted by email or fax must have all sections (1–10) signed and received by the 15th of the effective month by 5 p.m. Pacific Time (PT) will be applied retroactively to the 1st of your renewal month. Plan change forms received after 5 p.m. PT on or after the 15th of the month will be effective on the 1st of the following month. Email to amt@kp.org or fax to 800-369-8010

Avoid the manual process of downloading, printing forms, faxing or emailing changes for a less immediate transaction.

1. CANCEL PLANS

If you don't want to offer any of these plan(s) at your renewal, check the box next to the plan name.

Cancel medical plan(s)

- Platinum 90 HMO 0/10 + Child Dental Alt
- Gold 80 HMO 1000/40 + Child Dental Alt

CONFIRM CHANGES BY SIGNING HERE	
Sign each page and return. Please correct or supply signer, phone, and email as appropriate. <i>I affirm that I have authority to contract with KFHP and KPIC on behalf of the group.</i>	
ROBERT GOLDEN	
_____	_____
Authorized Company Signer	Company Title (please print)
X _____	_____
Signature	Date
_____	ROBERT@GOLDENCHARTERACADEMY.ORG
Phone number	Email address

Please sign and email all renewal change pages to amt@kp.org, or fax them to 800-369-8010.



2. ADD NEW MEDICAL PLANS

To add plans, check the box next to the plan name.

- Groups with 1 to 5 enrolled subscribers are eligible to offer up to 4 plans, plus 1 PPO plan¹ for a maximum of 5 plans.
- Groups with 6 or more enrolled subscribers are eligible to offer 1 or more plans, plus 2 PPO plans.
- Summary of Benefits and Coverage (SBC) documents for all our plans are available at account.kp.org².

HMO Plans

- Platinum 90 HMO 0/10 + Child Dental Alt
 Platinum 90 HMO 0/20 + Child Dental
-
- Gold 80 HMO 0/30 + Child Dental Alt
 Gold 80 HMO 250/35 + Child Dental
 Gold 80 HMO 1000/40 + Child Dental Alt
 Gold 80 HDHP HMO 1600/15% + Child Dental Alt
 Gold 80 HRA HMO 2250/35 + Child Dental
-
- Silver 70 HMO 1900/65 + Child Dental Alt
 Silver 70 HMO 2300/65 + Child Dental Alt
 Silver 70 HMO 2500/55 + Child Dental
 Silver 70 HMO 2800/65 + Child Dental Alt
 Silver 70 HDHP HMO 2700/25% + Child Dental
-
- Bronze 60 HMO 5400/60 + Child Dental Alt
 Bronze 60 HMO 6300/65 + Child Dental
 Bronze 60 HDHP HMO 7000/0 + Child Dental

PPO Insurance Plans²

- Platinum 90 PPO 0/15 + Child Dental
-
- Gold 80 PPO 350/25 + Child Dental
-
- Silver 70 PPO 2500/55 + Child Dental
-
- Bronze 60 PPO 6300/65 + Child Dental

If you've selected an **HDHP** or **HRA** medical plan and you would like to pair it with an HSA or HRA administered through Kaiser Permanente, you **must** contact our Small Business Account Management Support Team at **800-790-4661**, option 3, as additional documents are required and administration fees will apply.

If you selected the Gold 80 HRA HMO 2250/35 above, you must establish and fund an HRA for each enrolled employee. The allowable funding range is \$100 to \$400 per employee. If your group covers dependents, the allowable funding range per family is \$200 to \$800.

3. ADD INFERTILITY BENEFIT

The optional infertility benefit is available only to groups with 20 or more eligible employees where Kaiser Permanente is the sole carrier. If you select this benefit, it will be added to all the HMO plans you offer, and the cost will be included in the medical plan rate.

Add: Infertility benefit

CONFIRM CHANGES BY SIGNING HERE

Sign each page and return. Please correct or supply signer, phone, and email as appropriate.

I affirm that I have authority to contract with KFHP and KPIC on behalf of the group.

ROBERT GOLDEN

Authorized Company Signer

Company Title (please print)

X _____
Signature

Date
ROBERT@GOLDENCHARTERACADEMY.ORG

Phone number

Email address

Please sign and email all renewal change pages to amt@kp.org, or fax them to 800-369-8010.



4. ADD SUPPLEMENTAL FAMILY DENTAL PLAN (Optional)³

Select only 1 plan

KPIC Fee-for-service (Premier) Plan C Plan D Plan E Plan E w/ Ortho⁴

KPIC PPO PPO AG 1500 PPO AH 2000 PPO D 1500

PPO E 1000 PPO E 1500

DeltaCare HMO 10A HMO 13B HMO

5. ADD CHIROPRACTIC/ACUPUNCTURE BENEFIT

The chiropractic/acupuncture benefit can only be added at renewal and is only available to employees enrolled in a grandfathered (nonmetal) HMO medical plan. If you add the chiropractic/acupuncture benefit, all eligible subscribers and dependents must participate. The benefit cannot be offered with any metal plan, or with any grandfathered (nonmetal) HSA-qualified deductible HMO plan.

Add: Chiropractic/acupuncture benefit for grandfathered (nonmetal) copay, deductible HMO, and deductible HMO with HRA plans

6. CHANGE EMPLOYER PREMIUM CONTRIBUTION

Company contribution for employee coverage

Your contribution to coverage can be a percentage or a fixed dollar amount. **Your minimum contribution must be at least 50% of the "employee only" monthly premium for the lowest-priced Kaiser Permanente medical plan offered by you, the employer.**

Percentage of the premium is based on the following (select 1 only):

Lowest plan offered All plans offered

Employer contribution (50%–100%): _____ % per employee _____ % per dependent (optional)

Employer contribution (fixed \$): _____ \$ per employee _____ \$ per dependent (optional)

CONFIRM CHANGES BY SIGNING HERE

Sign each page and return. Please correct or supply signer, phone, and email as appropriate.

I affirm that I have authority to contract with KFHP and KPIC on behalf of the group.

ROBERT GOLDEN

Authorized Company Signer

Company Title (please print)

X _____
Signature

Date
ROBERT@GOLDENCHARTERACADEMY.ORG

Phone number

Email address

Please sign and email all renewal change pages to amt@kp.org, or fax them to 800-369-8010.



7. CHANGE ERISA STATUS⁵

Our records indicate that your group is subject to ERISA.

If your ERISA status has changed, please indicate the new status below:

- Subject to ERISA Not subject to ERISA

If you return this form without checking a box, we will assume you are not changing your ERISA status, and we will retain your group health plan's status as it is currently listed in our records.

8. UNDERWRITING STATEMENT

The copay HMO plans, HSA-qualified high deductible health plans, deductible HMO plans, and the deductible HMO plans with HRA, are underwritten by Kaiser Foundation Health Plan, Inc. (KFHP). Kaiser Permanente Insurance Company (KPIC), a subsidiary of KFHP, underwrites the Preferred Provider Organization (PPO) plans as well as the Premier and PPO dental plans. The chiropractic/acupuncture benefit is administered by American Specialty Health Plans of California, Inc.

9. FOOTNOTES

- For your group to be eligible for the PPO plan, you must have Kaiser Permanente as your sole carrier. Groups with 1 to 5 enrolled subscribers may have 1 PPO plan. If you add a PPO plan, you must complete and submit an Employer Application with this "renewal changes" form.
- You can access Summary of Benefits and Coverage (SBC) documents to help you make an informed choice about your health plan(s). These documents summarize information about your health coverage options so you can easily compare Kaiser Permanente benefits and coverage with those of other carriers. Please provide your eligible employees with SBCs for your renewal plan(s) or for any plan(s) you change to in the future.
- Dental plans are only available when purchased with a medical plan at group enrollment or group renewal. If you choose a dental plan, all eligible subscribers and dependents must participate. A medical PPO plan member living outside California is not eligible for the DeltaCare HMO plan.
- At least 10 subscribers are needed to enroll the group in Dental Plan E with Orthodontics.
- ERISA is a federal law that sets minimum standards for employee benefit plans established by private employers and employee organizations. Many group health plans are subject to ERISA, although government and church plans generally aren't. If you're unsure of your group health plan's ERISA status, we recommend that you consult with your financial or legal advisor before responding.

CONFIRM CHANGES BY SIGNING HERE

Sign each page and return. Please correct or supply signer, phone, and email as appropriate.

I affirm that I have authority to contract with KFHP and KPIC on behalf of the group.

ROBERT GOLDEN

Authorized Company Signer

Company Title (please print)

X _____
Signature

Date
ROBERT@GOLDENCHARTERACADEMY.ORG

Phone number

Email address

Please sign and email all renewal change pages to amt@kp.org, or fax them to 800-369-8010.



10. UPDATE RENEWAL HEALTH PLAN SELECTION FOR EACH EMPLOYEE (Census)

Fill in the new plan name on "N/C" (no change) for each employee. To add or to terminate coverage for an employee, and all COBRA members not listed on this page go to your dashboard on account.kp.org to access the links under "Make renewal plan changes" to make the changes for immediate processing.

This census was taken approximately 120 days before your group renewal date. To see an up to date census and make same-day membership changes, please refer to your dashboard on account.kp.org

RENEWAL PLAN SELECTION FOR EACH EMPLOYEE					
	Employee Name	Age	Tier	Renewal Plan	New Plan Selection
1.	BEACH JR, ROBERT	51	Employee	Gold 80 HMO 1000/40 + Child Dental Alt	
2.	BOURREL, THERESA	42	Employee + Spouse	Platinum 90 HMO 0/10 + Child Dental Alt	
3.	BREUER, AMANDA	46	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	
4.	BRITTSAN, BRICE	32	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	
5.	CASTILLO, MARIVEL	55	Employee	Gold 80 HMO 1000/40 + Child Dental Alt	
6.	EWING II, ERIC	36	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	
7.	GOLDEN, ROBERT	32	Employee + Family	Gold 80 HMO 1000/40 + Child Dental Alt	
8.	HARWELL, REGINA	28	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	
9.	HENDRICKSON, LOUISE	26	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	
10.	HENNESSEE, CARLY	31	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	
11.	JAMES, ASHALYNN	34	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	
12.	JENKINS, HARLEY	29	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	
13.	KHAN, ALIYAH	27	Employee	Gold 80 HMO 1000/40 + Child Dental Alt	
14.	MORALES, MICHELLE	30	Employee	Gold 80 HMO 1000/40 + Child Dental Alt	

CONFIRM CHANGES BY SIGNING HERE

Sign each page and return. Please correct or supply signer, phone, and email as appropriate.

I affirm that I have authority to contract with KFHP and KPIC on behalf of the group.

ROBERT GOLDEN

Authorized Company Signer

Company Title (please print)

X _____
Signature

Date
ROBERT@GOLDENCHARTERACADEMY.ORG

Phone number

Email address

Please sign and email all renewal change pages to amt@kp.org, or fax them to 800-369-8010.



RENEWAL PLAN SELECTION FOR EACH EMPLOYEE					
	Employee Name	Age	Tier	Renewal Plan	New Plan Selection
15.	RIVERS, MALIA	28	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	
16.	RODRIGUEZ, RODRIGO	34	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	
17.	SCARBOROUGH, KIMBERLY	34	Employee + Spouse	Gold 80 HMO 1000/40 + Child Dental Alt	
18.	SMITH, MELANIE	36	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	
19.	SOTO-RUBIO, NOEMY	26	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	
20.	STEVENS, MONICA	27	Employee + Child(ren)	Gold 80 HMO 1000/40 + Child Dental Alt	
21.	TAYLOR, COUPE	41	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	
22.	VALENZUELA, SUSANA	27	Employee	Gold 80 HMO 1000/40 + Child Dental Alt	
23.	XIONG, JACKIE	29	Employee	Platinum 90 HMO 0/10 + Child Dental Alt	

CONFIRM CHANGES BY SIGNING HERE

Sign each page and return. Please correct or supply signer, phone, and email as appropriate.

I affirm that I have authority to contract with KFHP and KPIC on behalf of the group.

ROBERT GOLDEN

Authorized Company Signer

Company Title (please print)

X
SignatureDate
ROBERT@GOLDENCHARTERACADEMY.ORG

Phone number

Email address

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Rate Area 11

For effective dates January 1-December 1, 2023

*Also available in Covered California and CaliforniaChoice®

Small Business medical plan rates

Age on 2023 effective date	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/20* + Child Dental
0-14 ¹	\$335.55	\$329.78
15 ¹	\$364.13	\$357.85
16 ¹	\$375.06	\$368.58
17 ¹	\$385.99	\$379.31
18 ¹	\$397.76	\$390.87
19	\$395.54	\$388.44
20	\$407.73	\$400.41
21	\$420.34	\$412.79
22	\$420.34	\$412.79
23	\$420.34	\$412.79
24	\$420.34	\$412.79
25	\$422.02	\$414.44
26	\$430.43	\$422.70
27	\$440.52	\$432.61
28	\$456.91	\$448.71
29	\$470.36	\$461.92
30	\$477.09	\$468.52
31	\$487.17	\$478.43
32	\$497.26	\$488.33
33	\$503.57	\$494.53
34	\$510.29	\$501.13
35	\$513.65	\$504.43
36	\$517.02	\$507.74
37	\$520.38	\$511.04
38	\$523.74	\$514.34
39	\$530.47	\$520.94
40	\$537.19	\$527.55
41	\$547.28	\$537.46
42	\$556.95	\$546.95
43	\$570.40	\$560.16
44	\$587.21	\$576.67
45	\$606.97	\$596.07
46	\$630.51	\$619.19
47	\$656.99	\$645.20
48	\$687.25	\$674.92
49	\$717.10	\$704.22
50	\$750.73	\$737.25
51	\$783.93	\$769.86
52	\$820.50	\$805.77
53	\$857.49	\$842.10
54	\$897.42	\$881.31
55	\$937.36	\$920.53
56	\$980.65	\$963.05
57	\$1,024.37	\$1,005.98
58	\$1,071.02	\$1,051.80
59	\$1,094.14	\$1,074.50
60	\$1,140.80	\$1,120.32
61	\$1,181.15	\$1,159.95
62	\$1,207.63	\$1,185.95
63	\$1,240.84	\$1,218.56
64+	\$1,261.02	\$1,238.37

¹HMO 0-14, 15, 16, 17 and 18 age rates include the cost of \$13.99 for Child Dental coverage.



Rate Area 11

For effective dates January 1-December 1, 2023

*Also available in Covered California and CaliforniaChoice®

Small Business medical plan rates

Age on 2023 effective date	Gold 80 HMO 0/30* + Child Dental Alt	Gold 80 HMO 250/35* + Child Dental	Gold 80 HMO 1000/40* + Child Dental Alt	Gold 80 HDHP HMO 1600/15% + Child Dental Alt	Gold 80 HRA HMO 2250/35 + Child Dental
0-14 ¹	\$312.91	\$298.07	\$281.12	\$261.12	\$263.09
15 ¹	\$339.48	\$323.32	\$304.86	\$283.09	\$285.24
16 ¹	\$349.64	\$332.98	\$313.94	\$291.49	\$293.70
17 ¹	\$359.80	\$342.63	\$323.02	\$299.89	\$302.17
18 ¹	\$370.74	\$353.03	\$332.80	\$308.94	\$311.29
19	\$367.69	\$349.44	\$328.59	\$303.99	\$306.41
20	\$379.02	\$360.21	\$338.71	\$313.36	\$315.86
21	\$390.75	\$371.35	\$349.19	\$323.05	\$325.62
22	\$390.75	\$371.35	\$349.19	\$323.05	\$325.62
23	\$390.75	\$371.35	\$349.19	\$323.05	\$325.62
24	\$390.75	\$371.35	\$349.19	\$323.05	\$325.62
25	\$392.31	\$372.83	\$350.59	\$324.34	\$326.93
26	\$400.12	\$380.26	\$357.57	\$330.80	\$333.44
27	\$409.50	\$389.17	\$365.95	\$338.56	\$341.25
28	\$424.74	\$403.66	\$379.57	\$351.16	\$353.95
29	\$437.25	\$415.54	\$390.74	\$361.49	\$364.37
30	\$443.50	\$421.48	\$396.33	\$366.66	\$369.58
31	\$452.88	\$430.39	\$404.71	\$374.42	\$377.40
32	\$462.25	\$439.31	\$413.09	\$382.17	\$385.21
33	\$468.11	\$444.88	\$418.33	\$387.01	\$390.10
34	\$474.37	\$450.82	\$423.92	\$392.18	\$395.31
35	\$477.49	\$453.79	\$426.71	\$394.77	\$397.91
36	\$480.62	\$456.76	\$429.50	\$397.35	\$400.52
37	\$483.74	\$459.73	\$432.30	\$399.94	\$403.12
38	\$486.87	\$462.70	\$435.09	\$402.52	\$405.73
39	\$493.12	\$468.64	\$440.68	\$407.69	\$410.94
40	\$499.37	\$474.58	\$446.26	\$412.86	\$416.15
41	\$508.75	\$483.50	\$454.64	\$420.61	\$423.96
42	\$517.74	\$492.04	\$462.68	\$428.04	\$431.45
43	\$530.24	\$503.92	\$473.85	\$438.38	\$441.87
44	\$545.87	\$518.78	\$487.82	\$451.30	\$454.90
45	\$564.24	\$536.23	\$504.23	\$466.49	\$470.20
46	\$586.12	\$557.02	\$523.78	\$484.58	\$488.44
47	\$610.74	\$580.42	\$545.78	\$504.93	\$508.95
48	\$638.87	\$607.16	\$570.92	\$528.19	\$532.40
49	\$666.61	\$633.52	\$595.72	\$551.12	\$555.52
50	\$697.87	\$663.23	\$623.65	\$576.97	\$581.57
51	\$728.74	\$692.57	\$651.24	\$602.49	\$607.29
52	\$762.74	\$724.87	\$681.62	\$630.60	\$635.62
53	\$797.12	\$757.55	\$712.35	\$659.02	\$664.27
54	\$834.24	\$792.83	\$745.52	\$689.71	\$695.21
55	\$871.37	\$828.11	\$778.69	\$720.40	\$726.14
56	\$911.61	\$866.36	\$814.66	\$753.68	\$759.68
57	\$952.25	\$904.98	\$850.97	\$787.28	\$793.55
58	\$995.62	\$946.20	\$889.74	\$823.13	\$829.69
59	\$1,017.11	\$966.62	\$908.94	\$840.90	\$847.60
60	\$1,060.49	\$1,007.84	\$947.70	\$876.76	\$883.75
61	\$1,098.00	\$1,043.49	\$981.22	\$907.77	\$915.01
62	\$1,122.62	\$1,066.89	\$1,003.22	\$928.13	\$935.52
63	\$1,153.48	\$1,096.22	\$1,030.81	\$953.65	\$961.24
64+	\$1,172.25	\$1,114.05	\$1,047.57	\$969.15	\$976.86

¹HMO 0-14, 15, 16, 17 and 18 age rates include the cost of \$13.99 for Child Dental coverage.



Rate Area 11

For effective dates January 1-December 1, 2023

*Also available in Covered California and CaliforniaChoice®

Small Business medical plan rates

Age on 2023 effective date	Silver 70 HMO 1900/65* + Child Dental Alt	Silver 70 HMO 2300/65* + Child Dental Alt	Silver 70 HMO 2500/55* + Child Dental	Silver 70 HMO 2800/65* + Child Dental Alt	Silver 70 HDHP HMO 2700/25%* + Child Dental
0-14 ¹	\$252.08	\$246.86	\$246.59	\$241.95	\$232.09
15 ¹	\$273.24	\$267.56	\$267.27	\$262.21	\$251.48
16 ¹	\$281.34	\$275.47	\$275.18	\$269.96	\$258.89
17 ¹	\$289.43	\$283.39	\$283.08	\$277.71	\$266.30
18 ¹	\$298.14	\$291.91	\$291.59	\$286.05	\$274.29
19	\$292.87	\$286.44	\$286.12	\$280.41	\$268.28
20	\$301.89	\$295.27	\$294.94	\$289.05	\$276.55
21	\$311.23	\$304.40	\$304.06	\$297.99	\$285.10
22	\$311.23	\$304.40	\$304.06	\$297.99	\$285.10
23	\$311.23	\$304.40	\$304.06	\$297.99	\$285.10
24	\$311.23	\$304.40	\$304.06	\$297.99	\$285.10
25	\$312.47	\$305.62	\$305.27	\$299.18	\$286.24
26	\$318.70	\$311.71	\$311.36	\$305.14	\$291.94
27	\$326.17	\$319.01	\$318.65	\$312.29	\$298.79
28	\$338.31	\$330.89	\$330.51	\$323.91	\$309.91
29	\$348.26	\$340.63	\$340.24	\$333.45	\$319.03
30	\$353.24	\$345.50	\$345.11	\$338.22	\$323.59
31	\$360.71	\$352.80	\$352.40	\$345.37	\$330.43
32	\$368.18	\$360.11	\$359.70	\$352.52	\$337.27
33	\$372.85	\$364.67	\$364.26	\$356.99	\$341.55
34	\$377.83	\$369.55	\$369.13	\$361.76	\$346.11
35	\$380.32	\$371.98	\$371.56	\$364.14	\$348.39
36	\$382.81	\$374.42	\$373.99	\$366.53	\$350.67
37	\$385.30	\$376.85	\$376.42	\$368.91	\$352.96
38	\$387.79	\$379.29	\$378.86	\$371.29	\$355.24
39	\$392.77	\$384.16	\$383.72	\$376.06	\$359.80
40	\$397.75	\$389.03	\$388.59	\$380.83	\$364.36
41	\$405.22	\$396.33	\$395.88	\$387.98	\$371.20
42	\$412.38	\$403.33	\$402.88	\$394.84	\$377.76
43	\$422.34	\$413.08	\$412.61	\$404.37	\$386.88
44	\$434.79	\$425.25	\$424.77	\$416.29	\$398.29
45	\$449.41	\$439.56	\$439.06	\$430.30	\$411.69
46	\$466.84	\$456.60	\$456.09	\$446.98	\$427.65
47	\$486.45	\$475.78	\$475.24	\$465.76	\$445.61
48	\$508.86	\$497.70	\$497.13	\$487.21	\$466.14
49	\$530.96	\$519.31	\$518.72	\$508.37	\$486.38
50	\$555.85	\$543.66	\$543.05	\$532.21	\$509.19
51	\$580.44	\$567.71	\$567.07	\$555.75	\$531.71
52	\$607.52	\$594.19	\$593.52	\$581.67	\$556.52
53	\$634.91	\$620.98	\$620.28	\$607.90	\$581.61
54	\$664.47	\$649.90	\$649.16	\$636.21	\$608.69
55	\$694.04	\$678.82	\$678.05	\$664.51	\$635.78
56	\$726.10	\$710.17	\$709.37	\$695.21	\$665.14
57	\$758.46	\$741.83	\$740.99	\$726.20	\$694.79
58	\$793.01	\$775.62	\$774.74	\$759.28	\$726.44
59	\$810.13	\$792.36	\$791.46	\$775.66	\$742.12
60	\$844.67	\$826.15	\$825.21	\$808.74	\$773.76
61	\$874.55	\$855.37	\$854.40	\$837.35	\$801.13
62	\$894.16	\$874.55	\$873.56	\$856.12	\$819.10
63	\$918.75	\$898.60	\$897.58	\$879.66	\$841.62
64+	\$933.69	\$913.20	\$912.18	\$893.97	\$855.30

¹HMO 0-14, 15, 16, 17 and 18 age rates include the cost of \$13.99 for Child Dental coverage.



Rate Area 11

For effective dates January 1-December 1, 2023

*Also available in Covered California and CaliforniaChoice®

Small Business medical plan rates

Age on 2023 effective date	Bronze 60 HMO 5400/60* + Child Dental Alt	Bronze 60 HMO 6300/65* + Child Dental	Bronze 60 HDHP HMO 7000/0* + Child Dental
0-14 ¹	\$214.55	\$219.38	\$207.12
15 ¹	\$232.38	\$237.63	\$224.29
16 ¹	\$239.19	\$244.61	\$230.85
17 ¹	\$246.01	\$251.59	\$237.42
18 ¹	\$253.35	\$259.11	\$244.49
19	\$246.70	\$252.64	\$237.57
20	\$254.30	\$260.42	\$244.89
21	\$262.17	\$268.48	\$252.46
22	\$262.17	\$268.48	\$252.46
23	\$262.17	\$268.48	\$252.46
24	\$262.17	\$268.48	\$252.46
25	\$263.22	\$269.55	\$253.47
26	\$268.46	\$274.92	\$258.52
27	\$274.75	\$281.36	\$264.58
28	\$284.98	\$291.84	\$274.42
29	\$293.37	\$300.43	\$282.50
30	\$297.56	\$304.72	\$286.54
31	\$303.85	\$311.17	\$292.60
32	\$310.14	\$317.61	\$298.66
33	\$314.08	\$321.64	\$302.45
34	\$318.27	\$325.93	\$306.49
35	\$320.37	\$328.08	\$308.51
36	\$322.47	\$330.23	\$310.53
37	\$324.56	\$332.38	\$312.55
38	\$326.66	\$334.52	\$314.57
39	\$330.86	\$338.82	\$318.61
40	\$335.05	\$343.11	\$322.64
41	\$341.34	\$349.56	\$328.70
42	\$347.37	\$355.73	\$334.51
43	\$355.76	\$364.32	\$342.59
44	\$366.25	\$375.06	\$352.69
45	\$378.57	\$387.68	\$364.55
46	\$393.25	\$402.72	\$378.69
47	\$409.77	\$419.63	\$394.60
48	\$428.64	\$438.96	\$412.77
49	\$447.26	\$458.02	\$430.70
50	\$468.23	\$479.50	\$450.89
51	\$488.94	\$500.71	\$470.84
52	\$511.75	\$524.07	\$492.80
53	\$534.82	\$547.69	\$515.02
54	\$559.73	\$573.20	\$539.00
55	\$584.63	\$598.70	\$562.99
56	\$611.64	\$626.36	\$588.99
57	\$638.90	\$654.28	\$615.25
58	\$668.00	\$684.08	\$643.27
59	\$682.42	\$698.85	\$657.16
60	\$711.52	\$728.65	\$685.18
61	\$736.69	\$754.42	\$709.41
62	\$753.21	\$771.34	\$725.32
63	\$773.92	\$792.55	\$745.26
64+	\$786.51	\$805.44	\$757.38

¹HMO 0-14, 15, 16, 17 and 18 age rates include the cost of \$13.99 for Child Dental coverage.



Rate Area 11

For effective dates January 1-December 1, 2023

*Also available in Covered California and CaliforniaChoice®

Small Business medical plan rates

Age on 2023 effective date	Platinum 90 PPO 0/15 + Child Dental	Gold 80 PPO 350/25 + Child Dental	Silver 70 PPO 2500/55 + Child Dental	Bronze 60 PPO 6300/65 + Child Dental
0-14 ¹	\$614.82	\$540.98	\$444.61	\$390.36
15 ¹	\$669.47	\$589.06	\$484.13	\$425.06
16 ¹	\$690.37	\$607.45	\$499.24	\$438.32
17 ¹	\$711.27	\$625.84	\$514.35	\$451.59
18 ¹	\$733.77	\$645.64	\$530.63	\$465.88
19	\$756.27	\$665.44	\$546.90	\$480.16
20	\$779.58	\$685.94	\$563.76	\$494.96
21	\$803.69	\$707.16	\$581.19	\$510.27
22	\$803.69	\$707.16	\$581.19	\$510.27
23	\$803.69	\$707.16	\$581.19	\$510.27
24	\$803.69	\$707.16	\$581.19	\$510.27
25	\$806.90	\$709.99	\$583.52	\$512.31
26	\$822.98	\$724.13	\$595.14	\$522.52
27	\$842.27	\$741.10	\$609.09	\$534.76
28	\$873.61	\$768.68	\$631.75	\$554.66
29	\$899.33	\$791.31	\$650.35	\$570.99
30	\$912.19	\$802.63	\$659.65	\$579.16
31	\$931.48	\$819.60	\$673.60	\$591.40
32	\$950.76	\$836.57	\$687.55	\$603.65
33	\$962.82	\$847.18	\$696.27	\$611.30
34	\$975.68	\$858.49	\$705.57	\$619.47
35	\$982.11	\$864.15	\$710.22	\$623.55
36	\$988.54	\$869.81	\$714.87	\$627.63
37	\$994.97	\$875.46	\$719.51	\$631.72
38	\$1,001.40	\$881.12	\$724.16	\$635.80
39	\$1,014.26	\$892.43	\$733.46	\$643.96
40	\$1,027.12	\$903.75	\$742.76	\$652.13
41	\$1,046.40	\$920.72	\$756.71	\$664.37
42	\$1,064.89	\$936.99	\$770.08	\$676.11
43	\$1,090.61	\$959.61	\$788.68	\$692.44
44	\$1,122.75	\$987.90	\$811.92	\$712.85
45	\$1,160.53	\$1,021.14	\$839.24	\$736.83
46	\$1,205.53	\$1,060.74	\$871.79	\$765.41
47	\$1,256.17	\$1,105.29	\$908.40	\$797.55
48	\$1,314.03	\$1,156.21	\$950.25	\$834.29
49	\$1,371.09	\$1,206.41	\$991.51	\$870.52
50	\$1,435.39	\$1,262.99	\$1,038.01	\$911.34
51	\$1,498.88	\$1,318.85	\$1,083.92	\$951.65
52	\$1,568.80	\$1,380.37	\$1,134.49	\$996.05
53	\$1,639.53	\$1,442.60	\$1,185.63	\$1,040.95
54	\$1,715.88	\$1,509.78	\$1,240.84	\$1,089.43
55	\$1,792.23	\$1,576.96	\$1,296.06	\$1,137.90
56	\$1,875.01	\$1,649.80	\$1,355.92	\$1,190.46
57	\$1,958.59	\$1,723.35	\$1,416.36	\$1,243.53
58	\$2,047.80	\$1,801.84	\$1,480.88	\$1,300.17
59	\$2,092.00	\$1,840.73	\$1,512.84	\$1,328.23
60	\$2,181.21	\$1,919.23	\$1,577.35	\$1,384.87
61	\$2,258.37	\$1,987.12	\$1,633.15	\$1,433.86
62	\$2,309.00	\$2,031.67	\$1,669.76	\$1,466.01
63	\$2,372.49	\$2,087.53	\$1,715.68	\$1,506.32
64+	\$2,411.07	\$2,121.48	\$1,743.57	\$1,530.81



Small Business Family Dental Plans and Chiropractic/Acupuncture Coverage Rates NORTH VALLEY

KPIC Fee-for-Service (Premier)

Dental Plan C			
EE only	EE+S	EE+C	EE+S+C
\$33.43	\$68.53	\$70.20	\$110.98

Dental Plan D			
EE only	EE+S	EE+C	EE+S+C
\$51.96	\$106.52	\$109.12	\$172.51

Dental Plan E			
EE only	EE+S	EE+C	EE+S+C
\$67.49	\$138.35	\$141.72	\$224.06

Dental Plan E w/Ortho			
EE only	EE+S	EE+C	EE+S+C
\$68.90	\$141.24	\$144.68	\$228.74

KPIC PPO

PPO Dental Plan D 1500			
EE only	EE+S	EE+C	EE+S+C
\$37.96	\$77.81	\$79.71	\$126.01

PPO Dental Plan E 1000			
EE only	EE+S	EE+C	EE+S+C
\$46.28	\$94.87	\$97.18	\$153.64

PPO Dental Plan E 1500			
EE only	EE+S	EE+C	EE+S+C
\$51.02	\$104.59	\$107.14	\$169.39

PPO Dental Plan AG 1500			
EE only	EE+S	EE+C	EE+S+C
\$55.52	\$113.82	\$116.59	\$184.33

PPO Dental Plan AH 2000			
EE only	EE+S	EE+C	EE+S+C
\$60.48	\$123.98	\$127.01	\$200.79

DeltaCare HMO

DeltaCare 10A Dental Plan			
EE only	EE+S	EE+C	EE+S+C
\$23.71	\$45.29	\$63.07	\$87.02

DeltaCare 13B Dental Plan			
EE only	EE+S	EE+C	EE+S+C
\$17.36	\$33.16	\$46.18	\$63.71

Chiropractic/Acupuncture Coverage (grandfathered (nonmetal) plans only)

For Grandfathered copayment, deductible HMO, and deductible HMO with HRA plan			
EE only	EE+S	EE+C	EE+S+C
\$3.05	\$6.10	\$4.58	\$9.15

Employee/Dependent Codes	EE only = eligible employee only (subscriber) EE+S = eligible employee plus spouse (subscriber and spouse) EE+C = eligible employee plus child(ren) (subscriber and child[ren] without spouse) EE+S+C = eligible employee plus spouse and child(ren) (subscriber and spouse and child[ren])
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For effective dates January 1–December 1, 2023

Small Business v1_B

2023 Group Agreement Summary of Changes and Clarifications Notice For Effective Dates from January 1, 2023, through December 1, 2023

This *Group Agreement Summary of Changes and Clarifications Notice* (“*Notice*”) includes a summary of the changes and clarifications that will be effective when your *Group Agreement* (“*Agreement*”) is renewed in 2023 (“*2023 Agreement*”), unless a different effective date is stated. Unless otherwise indicated, the changes and clarifications described here apply to each type of coverage that will be effective upon renewal of your *Agreement*. If you have not already received a *2023 Agreement*, please contact your broker or Kaiser Foundation Health Plan, Inc. (“*Health Plan*”) account manager to obtain a copy. If your Group does not wish to renew your *Agreement*, your Group must give us advance written notice in accord with “*Termination on Notice*” in the “*Termination of Agreement*” section of your *Agreement*.

In certain circumstances, this summary may also include changes that we made to your *Agreement* during the 2022 plan year through an amendment. This summary does not include minor changes and clarifications that Health Plan is making to improve the readability of the *Agreement* or any changes we are making at your Group’s request. In addition to the changes and clarifications listed below, Health Plan will also make any changes required by law or by any state or federal agency.

The “*Calculating Monthly Premiums*” section in your *2023 Agreement* includes the Premiums that will be applicable to your *Agreement* upon renewal.

Note: Some capitalized terms in this *Notice* have special meaning. Please see the “*Definitions*” section of the applicable *EOC* document in your *Agreement* for terms you should know. In this *Notice* “*non-Medicare EOCs*” means all *EOCs* other than “*Kaiser Permanente Senior Advantage (HMO) when Medicare is secondary coverage*” *EOCs*.

2023 Agreement

If you have not already received your *2023 Agreement* and your Group wants to make changes to benefits or Cost Share, please request them before your Anniversary Date. You will then receive your *2023 Agreement* shortly after you tell your Health Plan account manager about changes your Group wants to make. If you don’t wish to make changes to benefits or Cost Share, you don’t need to do anything to renew your *Agreement*. We will provide your Group with its *2023 Agreement* within 60 days after your Anniversary Date. If you would like to receive it sooner, please contact your Health Plan account manager.

We will provide the *2023 Agreement* to your Group online unless you have asked us to mail your Group a printed *2023 Agreement*. When we provide the *2023 Agreement* online, we will mail your Group a notice to let you know when the *2023 Agreement* is available to view and download.

Please keep in mind that unless your Group notifies us to make changes to benefits or Cost Share, your *2023 Agreement*, including the *EOC* documents, will reflect the same benefits and Cost Share information as your current *Agreement*, subject to the changes described in this *Notice*.

Global Changes to the Group Agreement, including EOC documents

Advanced Care at Home

Due to a change in policy, in Medicare EOCs in our Northern California Region, we have updated the language under "Home Medical Care Not Covered by Medicare for Members Who Live in Contra Costa or Solano Counties (Advanced Care at Home)" to "Home Medical Care Not Covered by Medicare for Members Who Live in Certain Counties (Advanced Care at Home)," as the areas where this service is provided may expand in the future.

Drug Manufacturer Coupons

Due to a change in policy, in HSA-Qualified High Deductible Health Plans we accept certain manufacturer coupons for prescription drugs, effective January 1, 2022. A description of the Kaiser Permanente coupon program is under “Manufacturer coupon program” in the “Outpatient Prescription Drugs, Supplies, and Supplements” section of EOCs:

Manufacturer coupon program

For outpatient prescription drugs or items that are covered under this “Outpatient Prescription Drugs, Supplies, and Supplements” section and obtained at a Plan Pharmacy, you may be able to use approved manufacturer coupons as payment for the Cost Share that you owe, after reaching your applicable deductible amount and as allowed under Health Plan's coupon program. You will owe any additional amount if the coupon does not cover the entire amount of your Cost Share for your prescription. When you use an approved coupon for payment of your Cost Share, the coupon amount and any additional payment that you make will accumulate to your out-of-pocket maximum. Refer to the “Cost Share Summary” section of this EOC to find your applicable out-of-pocket maximum amount and to learn which drugs and items apply to the maximum. Certain health plan coverages are not eligible for coupons. You can get more information regarding the Kaiser Permanente coupon program rules and limitations at kp.org/rxcoupons.

Fertility Services

Due to a change in policy, beginning January 1, 2023, diagnostic Services (sleep apnea studies and electrocardiograms) related to fertility treatment will be covered under “Outpatient imaging, laboratory, and other diagnostic and treatment Services” instead of “Fertility Services” in the EOC. In some plans, this may result in lower Cost Share for these Services. In accord with this change, we have also added a new cross-reference in the “Fertility Services” section, referring members to the “Outpatient Imaging, Laboratory, and Other Diagnostic and Treatment Services” section of the EOC for information on diagnostic Services.

HRSA-related EOC Changes

We have made the following changes to non-Medicare EOCs, **to align with guidance released by the United States Health Resources and Services Administration (“HRSA”)**:

- Under “Breastfeeding Supplies” in the “Durable Medical Equipment “DME” for Home Use” section, we have clarified that we cover supplies associated with breastfeeding, as described on our website at kp.org/prevention
- In the “Contraceptive drugs and devices” table under “Outpatient prescription drugs, supplies, and supplements” in the “Cost Share Summary,” we have deleted the reference to “female condoms” and added “condoms” instead. Female and male condoms are both covered when prescribed for women, up to a 30-day supply. This change does not apply to EOCs for religious purchasers that do not cover contraception
- Under “Preventive Services” in the “Cost Share Summary,” we have clarified that postpartum follow-up visits are covered when Medically Necessary. Additionally, postpartum follow-up visits will no longer be subject to the Plan Deductible in HSA-Qualified High Deductible Health Plans

Medicare Part D Outpatient Prescription Drug Coverage

In accordance with the Centers for Medicare & Medicaid Services requirements, in Medicare EOCs with Part D coverage, the Senior Advantage Medicare Part D Catastrophic Coverage Stage threshold is increasing from **\$7,050** to **\$7,400** for calendar year 2023.

If your drug plan includes a Coverage Gap Stage, the Initial Coverage Stage threshold is increasing from **\$4,430** to **\$4,660** for calendar year 2023.

Over-the-Counter Health and Wellness products

Due to a change in policy, in Medicare EOCs when Medicare is Secondary Coverage where a Group has purchased the transportation or enhanced meals benefit, we have added coverage for Over-the-Counter (OTC) Health and Wellness products obtained through our OTC catalog (No charge for a quarterly benefit limit of \$70), in the “Benefits and Your Cost Share” section.

Plan Out of Pocket Maximum

Due to a change in policy, in Medicare EOCs with a Plan Out-of-Pocket Maximum of \$1,500 for any one Member, the maximum will be decreased to \$1,000.

Renewal

For consistency with state law, under “Renewal” in the “Term of Agreement and Renewal” section of Agreements, we have removed the specific timeframe for providing prior written notice of any offer to renew the Agreement. Notice will be provided in a timely manner, consistent with applicable state and federal requirements.

Timely Access to Care (SB 221)

In accordance with state law, under “Timely Access to Care” in the “How to Obtain Services” section of non-Medicare EOCs, we have added a new access standard for follow-up (non-urgent) mental health care or substance use disorder treatment appointments with a practitioner other than a physician, for those undergoing a course of treatment for an ongoing mental health or substance use disorder condition. We have also reorganized this section for readability and to better align with the terminology in state law.

Global Clarifications to the Agreement, including EOC documents

Claims

Under “Initial Claims” in the “Post-Service Claims and Appeals” section of non-Medicare EOCs, we have clarified the process by which a member may submit a claim for Emergency Services, Post-Stabilization Care, Out-of-Area Urgent Care, and emergency ambulance Services.

Confidential Information (AB 1184)

Under “Privacy Practices” in the “Miscellaneous Provisions” section of non-Medicare EOCs, we have clarified that a member may request a confidential communication by completing a confidential communication request form available on kp.org.

Covid-19 Vaccines

In Medicare EOCs, we have added Covid-19 vaccines to the list of immunizations under "Preventive Services" in the "Benefits and Your Cost Share" section.

Deductibles and Out of Pocket Maximums

Under “Deductibles and Out-of-Pocket Maximums” in the “Cost Share Summary” section of non-Medicare EOCs, we have clarified that if a Member experiences a plan change in the middle of their current Accumulation Period, their deductible and out-of-pocket maximum amounts may increase or decrease, therefore changing the amount that must accumulate during their current Accumulation Period.

Dependent Foster Children

Under “Eligibility as a Dependent” in the “Who is Eligible” section of EOCs, we have replaced the bullet point describing foster child eligibility with a new bullet point stating that foster children are eligible to enroll as Dependents under the plan, if the Subscriber or Spouse has the legal authority to direct their care. Groups continue to be required to allow enrollment of eligible foster children during a special enrollment period triggered by the placement of the child in foster care, and may also allow enrollment of foster children at other times in accord with Group’s eligibility requirements.

Grievances

Under “How to file” in the “Grievances” section of non-Medicare EOCs, we have clarified the process by which a member may submit a claim or grievance electronically, orally, or in writing.

Mail Order Service

Under “Mail-order service” in the “Outpatient Prescription Drugs, Supplies, and Supplements” section of EOCs, we have updated the mailing timeframe for prescription refills from “7 to 10 days” to “3 to 5 days” to align with other Plan

materials. Additionally, we have revised the “note” in this section for clarity and to explain that prescription drugs cannot be mailed to all states.

Notices

Under “Notices Regarding Your Coverage” in the “Miscellaneous Provisions” section of *EOCs*, we have clarified that a Subscriber is responsible for notifying their Group of any change in contact information.

Receiving Care Outside of Your Home Region Service Area

Under “Receiving Care Outside of Your Home Region Service Area” in the “How to Obtain Services” section of *EOCs*, we have simplified the description of how to receive care when you are away from your Home Region.

Surrogacy

We have moved the definition of Surrogacy Arrangements to the “Definitions” section of the *EOC*. Previously this definition appeared in two places in the *EOC*: under “Surrogacy” in the “Exclusions” section and under “Surrogacy Arrangements” in the “Reductions” section.

Termination for Nonpayment of Cal-COBRA Premiums

We have simplified language describing the termination process under "Termination for nonpayment of Cal-COBRA Premiums" in the "Continuation of Membership" section of non-Medicare *EOCs*. The details removed from this section can be found in the notices sent to Members regarding nonreceipt of payment and termination for nonpayment of Cal-COBRA Premiums.

Plan-Specific Changes to Cost Share, Deductible, and Out-of-Pocket Maximum

These benefit changes were made to ensure that the plan complies with metal level (i.e. platinum, gold, silver, bronze) requirements. Unless otherwise specified, the Services listed are not subject to any deductible. This summary does not include all the benefit changes to your plan for next year. To see specific information on the benefits for your plan, please visit account.kp.org.

Platinum 90 HMO 0/20 + Child Dental Plan

Benefits	2022 Cost Share	2023 Cost Share
Substance Abuse: Outpatient Items/Services	\$20	\$0
Mental Health: Other Outpatient Items/Services	\$20	\$0

Gold 80 HMO 0/30 + Child Dental Alt

Benefits	2022 Cost Share	2023 Cost Share
Annual out-of-pocket maximum (individual/family)	\$7,000/\$14,000	\$7,500/\$15,000
Specialist care office visit	\$35	\$50
Preferred brand drugs	\$40	\$50

Gold 80 HMO 250/35 + Child Dental

Benefits	2022 Cost Share	2023 Cost Share
Mental Health: Other Outpatient Items/Services	\$35	\$0
Substance Abuse: Outpatient Items/Services	\$35	\$0

Gold 80 HMO 1000/40 + Child Dental Alt

Benefits	2022 Cost Share	2023 Cost Share
Mental Health: Other Outpatient Items/Services	\$40	\$0

Gold 80 HRA HMO 2250/35 + Child Dental

Benefits	2022 Cost Share	2023 Cost Share
Annual out-of-pocket maximum (individual/family)	\$7,800/\$15,600	\$8,500/\$17,000
Mental Health: Other Outpatient Items/Services	25% up to \$35 (after deductible)	\$0
Substance Abuse: Outpatient Items/Services	25% up to \$5	\$0

Gold 80 HDHP HMO 1600/15% + Child Dental Alt

Benefits	2022 Cost Share	2023 Cost Share
Annual medical deductible (Self-only/Individual/Family or Individual//Family)	\$1,600/\$2,800/\$3,200	\$1,600/\$3,000/\$3,200
Annual out-of-pocket maximum (individual/family)	\$3,250/\$6,500	\$3,550/\$7,100
Hospice	No Charge	0% (after deductible)

Silver 70 HMO 1900/65 + Child Dental Alt - previously called the Silver 1650/55 + Child Dental Alt

Benefits	2022 Cost Share	2023 Cost Share
Annual medical deductible (individual/family)	\$1,650/\$3,300	\$1,900/\$3,800
Annual deductible type (Medical only or Integrated Medical/Pharmacy)	Medical only	Integrated Medical/Pharmacy
Annual Pharmacy Deductible (individual/family)	\$350/\$700	Integrated Medical/Pharmacy
Annual out-of-pocket maximum (individual/family)	\$8,200/\$16,400	\$8,750/\$17,500
Primary care office visit	\$55	\$65
Other Practitioner office visit	\$55	\$65
Specialist care office visit	\$80	\$100
MRI, CT, PET imaging	\$350 (after deductible)	\$400 (after deductible)
Preferred brand drugs	\$75 (after pharmacy deductible)	\$100
Outpatient Surgery	40% (after deductible)	45% (after deductible)

Emergency Room	40% (after deductible)	45% (after deductible)
Ambulance services	40% (after deductible)	45% (after deductible)
Urgent Care	\$55	\$65
Inpatient hospital care facility fee, per day	40% (after deductible)	45% (after deductible)
Mental health services, outpatient, per visit	\$55	\$0
Mental health services, inpatient, per admission	40% (after deductible)	45% (after deductible)
Substance Abuse/Outpatient	\$55	\$0
Substance Abuse/Inpatient	40% (after deductible)	45% (after deductible)
Pregnancy delivery	40% (after deductible)	45% (after deductible)
Skilled Nursing Facility	40% (after deductible)	45% (after deductible)
Durable medical equipment (Base)	40%	45%
Durable medical equipment (Supplemental)	40% (after deductible) to \$2,000 annual max	45% (after deductible) to \$2,000 annual max

Silver 70 HMO 2300/65 + Child Dental Alt - previously called the Silver 70 HMO 2100/55 + Child Dental Alt

Benefits	2022 Cost Share	2023 Cost Share
Annual medical deductible (Self-only/Individual/Family or Individual//Family)	\$2,100/\$4,200	\$2,300/\$4,600
Annual out-of-pocket maximum (individual/family)	\$8,200/\$16,400	\$8,750/\$17,500
Primary care office visit	\$55	\$65
Other Practitioner office visit	\$55	\$65
Specialist care office visit	\$80	\$100
MRI, CT, PET imaging	\$350 (after deductible)	\$400 (after deductible)
Preferred brand drugs	\$75 (after pharmacy deductible)	\$100 (after pharmacy deductible)
Urgent Care	\$55	\$65

Mental health services, outpatient, per visit	\$55	\$0
Substance Abuse/Outpatient	\$55	\$0

Silver 70 HMO 2500/55 + Child Dental - previously called the Silver 70 HMO 2250/55 + Child Dental

Benefits	2022 Cost Share	2023 Cost Share
Annual medical deductible (individual/family)	\$2250/\$4,500	\$2,500/\$5,000
Annual pharmacy deductible (individual/family)	\$300/\$600	\$370/\$740
Annual out-of-pocket maximum (individual/family)	\$8,200/\$16,400	\$8,750/\$17,500
Generic drugs	\$17	\$19
Preferred brand drugs	\$80 (after pharmacy deductible)	\$85 (after pharmacy deductible)
Outpatient Surgery	30% (after deductible)	35% (after deductible)
Inpatient hospital care facility fee, per day	30% (after deductible)	40% (after deductible)
Mental health services, inpatient, per admission	30% (after deductible)	40% (after deductible)
Substance Abuse/Outpatient	\$55	\$0
Substance Abuse/Inpatient	30% (after deductible)	40% (after deductible)
Pregnancy Delivery	30% (after deductible)	40% (after deductible)
Skilled Nursing Facility	30% (after deductible)	40% (after deductible)
Durable medical equipment (Base)	30%	40%

Silver 70 HMO 2500/55 + Child Dental w/o Contraceptives - previously called the Silver 70 HMO 2250/55 + Child Dental w/o Contraceptives

Benefits	2022 Cost Share	2023 Cost Share
Annual medical deductible (individual/family)	\$2250/\$4,500	\$2,500/\$5,000
Annual pharmacy deductible (individual/family)	\$300/\$600	\$370/\$740
Annual out-of-pocket maximum (individual/family)	\$8,200/\$16,400	\$8,750/\$17,500

Generic drugs	\$17	\$19
Preferred brand drugs	\$80 (after pharmacy deductible)	\$85 (after pharmacy deductible)
Outpatient Surgery	30% (after deductible)	35% (after deductible)
Inpatient hospital care facility fee, per day	30% (after deductible)	40% (after deductible)
Mental health services, inpatient, per admission	30% (after deductible)	40% (after deductible)
Substance Abuse/Outpatient	\$55	\$0
Substance Abuse/Inpatient	30% (after deductible)	40% (after deductible)
Pregnancy Delivery	30% (after deductible)	40% (after deductible)
Skilled Nursing Facility	30% (after deductible)	40% (after deductible)
Durable medical equipment (Base)	30%	40%

Silver 70 HMO 2800/65 + Child Dental Alt - previously called the Silver 70 HMO 2600/55 + Child Dental Alt

Benefits	2022 Cost Share	2023 Cost Share
Annual Medical Deductible (individual/family)	\$2,600/\$5,200	\$2,800/\$5,600
Annual out-of-pocket maximum (individual/family)	\$8,200/\$16,400	\$8,750/\$17,500
Primary care office visit	\$55	\$65
Other Practitioner office visit	\$55	\$65
Specialist care office visit	\$80	\$100
MRI, CT, PET imaging	\$350 (after deductible)	\$400 (after deductible)
Preferred brand drugs	\$75 (after deductible)	\$100 (after deductible)
Urgent Care	\$55	\$65
Mental health services, outpatient, per visit	\$55	\$0
Substance Abuse/Outpatient	\$55	\$0

Silver 70 HDHP HMO 2700/25% + Child Dental - previously called the Silver 70 HDHP HMO 2500/20%

Benefits	2022 Cost Share	2023 Cost Share
Annual medical deductible (Self-only/Individual/Family or Individual//Family)	\$2,500/\$2,800/\$5,000	\$2,700/\$3,000/\$5,400
Annual out-of-pocket maximum (individual/family)	\$6,850/\$13,700	\$7,200/\$14,400
Primary care office visit	20% (after deductible)	25% (after deductible)
Other Practitioner office visit	20% (after deductible)	25% (after deductible)
Specialist care office visit	20% (after deductible)	25% (after deductible)
Most lab tests	20% (after deductible)	25% (after deductible)
Most X-rays	20% (after deductible)	25% (after deductible)
MRI, CT, PET imaging	20% (after deductible)	25% (after deductible)
Generic drugs	20% (after deductible) up to \$250 per script	25% (after deductible) up to \$250 per script
Preferred brand drugs	20% (after deductible) up to \$250 per script	25% (after deductible) up to \$250 per script
Specialty drugs	20% (after deductible) up to \$250 per script	25% (after deductible) up to \$250 per script
Outpatient surgery	20% (after deductible)	25% (after deductible)
Outpatient service visit	20% (after deductible)	25% (after deductible)
Emergency Department visit	20% (after deductible)	25% (after deductible)
Ambulance services	20% (after deductible)	25% (after deductible)
Urgent care	20% (after deductible)	25% (after deductible)
Inpatient hospital care facility fee, per day	20% (after deductible)	25% (after deductible)
Mental health services, outpatient, per visit	20% (after deductible)	\$0 (after deductible)
Mental Health: Other Outpatient Items/Services	20% (after deductible)	\$0 (after deductible)
Mental health services, inpatient, per admission	20% (after deductible)	\$0 (after deductible)

Substance Abuse/Outpatient	20% (after deductible)	\$0 (after deductible)
Substance Abuse: Outpatient Items/Services	20% (after deductible)	25% (after deductible)
Substance Abuse/Inpatient	20% (after deductible)	25% (after deductible)
Pregnancy delivery	20% (after deductible)	25% (after deductible)
Home health	20% (after deductible)	25% (after deductible)
Rehab/Hab Therapies (ST)	20% (after deductible)	25% (after deductible)
Rehab/Hab Therapies (PT)	20% (after deductible)	25% (after deductible)
Skilled Nursing Facility	20% (after deductible)	25% (after deductible)
Durable medical equipment (Base)	20% (after deductible)	25% (after deductible)

Bronze 60 HMO 6300/65 + Child Dental

Benefits	2022 Cost Share	2023 Cost Share
Mental health services, outpatient, per visit	\$65 (after deductible)	\$0
Mental Health: Other Outpatient Items/Services	40% up to \$65 (after deductible)	\$0
Substance Abuse/Outpatient	\$65 (after deductible)	\$0
Substance Abuse: Outpatient Items/Services	40% up to \$65 (after deductible)	\$0

Bronze 60 HMO 5400/60 + Child Dental Alt

Benefits	2022 Cost Share	2023 Cost Share
Annual out-of-pocket maximum (individual/family)	\$8,200/\$16,400	\$8,300/\$16,600
Mental health services, outpatient, per visit	\$60 (after deductible)	\$0
Mental Health: Other Outpatient Items/Services	50% (after deductible)	\$0

\$0/\$3,000 HSA-Qualified Deductible HMO Plan - previously call the \$0/\$2,800 HSA-Qualified Deductible HMO Plan (Grandfathered - non-metal)

Benefits	2022 Cost Share	2023 Cost Share
Annual medical deductible (individual/family)	\$2,800/\$5,450	\$3,000/\$6,000

KAISER PERMANENTE INSURANCE COMPANY

One Kaiser Plaza
Oakland, CA 94612

Employers: Please provide a copy of this notice to all affected certificate holders

Summary of Benefit Changes for 2023

Small Group PPO Plans

Each year at contract renewal, we inform you about changes to the Kaiser Permanente Insurance Company (KPIC) health insurance benefits. The following is a summary of the benefit changes affecting your group's coverage under the Group Policy. Unless otherwise indicated, the changes summarized below will be effective upon your group's renewal date. Upon renewal, a new *Certificate of Insurance (COI)* will be issued to you. The new *COI* becomes part of your KPIC Group Policy and replaces and supersedes any previous certificate or rider that may have been issued to you and your covered employees.

This notice provides a listing of plan changes known at this time that will become effective upon your group's renewal date, unless a different date is indicated. Benefits may be subject to further changes for subsequently enacted state or federal legislation or regulations.

- I. **Coverage of Preventive Services in accordance with Affordable Care Act (ACA) requirements - The preventive care services that are covered at no charge and not subject to any Deductible when received at the Participating Provider tier have been expanded to include coverage for the following:**

- a. *Behavioral/Social/Emotional Screening for children newborn to 21 years.*
- b. *Sudden cardiac arrest and sudden cardiac death risk assessment in children 12-21 years of age*
- c. *Colonoscopies after a positive non-invasive stool-based screening test or direct visualization screening test*

Applies to: Platinum, Gold, Silver and Bronze plans

Please refer to your *COI* for a detailed list of the preventive benefits that are covered based on the ACA guidelines.

THE ABOVE IS ONLY A SUMMARY OF THE BENEFIT CHANGES AFFECTING YOUR GROUP'S COVERAGE. PLEASE CONSULT THE GROUP POLICY FOR COMPLETE DETAILS REGARDING THE TERMS OF COVERAGE.



ROBERT GOLDEN
GOLDEN CHARTER ACADEMY
1626 W PRINCETON AVE
FRESNO, CA 93705

HUB INTERNATIONAL OF CA I
701 UNIVERSITY AVENUE
SUITE 100
SACRAMENTO, CA 95825

Your Guardian employee benefits
renewal package is enclosed

As a valued Guardian customer, we appreciate your business and hope that you are fully satisfied with our plan offerings and services. Our commitment is to continue providing high-quality plans while placing your benefit needs first.

If you have questions about your renewal package or would like information about other benefits available for your employees, we can assist you. Contact your insurance broker or contact your Guardian Group Sales office at:

222 SOUTH MILL AVENUE, SUITE 412, TEMPE, ARIZONA, 85281,866-747-4542.



RENEWAL INFORMATION FOR

**GOLDEN CHARTER ACADEMY
GROUP PLAN # 00799461**

**RENEWAL PERIOD
August 1, 2023 - July 31, 2024**



guardiananytime.com
The Guardian Life Insurance Company of America, New York, NY.

What you'll find in this package

RENEWAL INFORMATION

PAGE

Renewal Rates At-a-Glance

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Please note:

If your group plan includes multiple lines of coverage, a multi-line discount was used in the pricing. If you do not wish to renew all lines of coverage, please contact us for revised pricing.



guardiananytime.com

The Guardian Life Insurance Company of America, New York, NY.

Participating Policy and Producer Compensation Disclosure Statement

Participating Policy Statement:

Any commercial insurance group policy underwritten and issued by The Guardian Life Insurance Company of America, a New York Domiciled mutual company, is a participating policy. It is not expected, however, that a dividend will be paid on any such group policies. All coverage will be provided as set forth in the policies.

Producer Compensation Disclosure:

As is common with Group insurance, your coverage(s) might involve one or more licensed producers who will receive compensation from Guardian for soliciting, negotiating, securing and/or administering the insurance coverage(s) you have purchased. Compensation to these producers may be paid in the form of base commissions, administrative service commissions and, in some instances, supplemental compensation (e.g., an annual performance bonus). For more detailed information regarding producer compensation relative to your Guardian coverage(s), please contact your Guardian local sales consultant or account manager.

Compensation is generated based upon premium which has been remitted by the planholder and applied by Guardian. Graded Commission scales, which can vary by product, are calculated based upon decremental scales (i.e. percentage payable decreases as defined premium thresholds are attained). Graded commission scales refresh annually upon each plan's anniversary. For DHMO, Supplemental Health, SMD and/or ASO Vision commission information, or for any other questions, please contact your local Guardian sales consultant or account manager.

If commissions are paid based on a percentage basis, the percentage is calculated monthly on enrolled lives, not eligible lives. Graded commission scales are calculated as a percentage of annual premium and are on a sliding scale.

Product	Commissions
AD&D	Graded Scale Commission
AD&D Voluntary	Graded Scale Commission
Dental PPO	Graded Scale Commission
Basic Life	Graded Scale Commission
Vol Life	13%
Vision PPO	Graded Scale Commission



guardiananytime.com

The Guardian Life Insurance Company of America, New York, NY.

Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1

DENTAL PLAN RATES - CHOICE PLAN

Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	18	\$50.25	\$10,854	\$50.25	\$10,854
EE & SP	3	\$102.00	\$3,672	\$102.00	\$3,672
EE & CH	1	\$122.97	\$1,476	\$122.97	\$1,476
FAMILY	2	\$185.91	\$4,462	\$185.91	\$4,462
TOTAL	24		\$20,463		\$20,463

This plan is currently offered for Insurance Class 1

VISION PLAN RATES - VSP K36

Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	19	\$8.79	\$2,004	\$9.32	\$2,125
EE & SP	1	\$14.81	\$178	\$15.70	\$188
EE & CH	1	\$15.09	\$181	\$16.00	\$192
FAMILY	2	\$23.90	\$574	\$25.33	\$608
TOTAL	23		\$2,937		\$3,113

Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1

BASIC LIFE PLAN RATES

Coverage	Volume	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
BASIC LIFE	\$1,620,000	\$0.050/\$1000	\$972	\$0.050/\$1000	\$972

This plan is currently offered for Insurance Class 1

AD&D PLAN RATES

Coverage	Volume	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
AD&D	\$1,620,000	\$0.030/\$1000	\$583	\$0.030/\$1000	\$583

This plan is currently offered for Insurance Class 1

VOLUNTARY LIFE PLAN RATES

EMPLOYEES	CURRENT	RENEWAL
Employee Age	Monthly Rate	Monthly Rate
15-29	\$0.062/\$1000	\$0.062/\$1000
30-34	\$0.073	\$0.073
35-39	\$0.107	\$0.107
40-44	\$0.156	\$0.156
45-49	\$0.246	\$0.246
50-54	\$0.414	\$0.414
55-59	\$0.653	\$0.653
60-64	\$0.953	\$0.953
65-69	\$2.012	\$2.012
70-74	\$3.652	\$3.652
75-79	\$3.652	\$3.652
80-84	\$3.652	\$3.652
85-89	\$3.652	\$3.652
90-94	\$3.652	\$3.652
95-99	\$3.652	\$3.652

Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1

VOLUNTARY LIFE PLAN RATES		
SPOUSE	CURRENT	RENEWAL
Employee Age	Monthly Rate	Monthly Rate
15-29	\$0.062/\$1000	\$0.062/\$1000
30-34	\$0.073	\$0.073
35-39	\$0.107	\$0.107
40-44	\$0.156	\$0.156
45-49	\$0.246	\$0.246
50-54	\$0.414	\$0.414
55-59	\$0.653	\$0.653
60-64	\$0.953	\$0.953
65-69	\$2.012	\$2.012
70-74	\$3.652	\$3.652
75-79	\$3.652	\$3.652
80-84	\$3.652	\$3.652
85-89	\$3.652	\$3.652
90-94	\$3.652	\$3.652
95-99	\$3.652	\$3.652

This plan is currently offered for Insurance Class 1

VOLUNTARY LIFE PLAN RATES		
CHILD(REN)	CURRENT	RENEWAL
	Monthly Rate	Monthly Rate
CHILD(REN)	\$0.147/\$1000	\$0.147/\$1000

This plan is currently offered for Insurance Class 1

VOLUNTARY AD&D PLAN RATES					
		CURRENT		RENEWAL	
Tier	Volume	Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	\$725,000	\$0.030/\$1000	\$261	\$0.030/\$1000	\$261
SPOUSE	\$50,000	\$0.030	\$18	\$0.030	\$18
CHILD(REN)	\$40,000	\$0.030	\$14	\$0.030	\$14

Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1

VOLUNTARY ACCIDENT PLAN RATES - ADVANTAGE

Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EMPLOYEE	8	\$13.10	\$1,258	\$13.10	\$1,258
SPOUSE	1	\$8.31	\$100	\$8.31	\$100
CHILD(REN)	2	\$9.16	\$220	\$9.16	\$220
TOTAL	11		\$1,578		\$1,578

Current Plan Benefits Summaries

CONTRACT TYPE: DENTAL GUARD 2000

This plan is currently offered for Insurance Class 1

PLAN BENEFITS SUMMARY

Network	In-Network DentalGuard Preferred	Out-of-Network None
Coinsurance		
Preventive	100%	100%
Basic	100%	100%
Major	60%	60%
Deductible	\$50	\$50
Waived for preventive?	Yes	Yes
Claim Payment Basis	Fee Schedule	Fee Schedule
Maximum	\$1,500	\$1,500
Orthodontia	Included	
Lifetime Maximum	\$1,000	
Coinsurance	50%	
Maximum Rollover		
Threshold		\$700
Rollover Amount		\$350
In-network only rollover		\$500
Max Rollover Limit		\$1,250
Dependent Age Limit		26/26

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

Current Plan Benefits Summaries

CONTRACT TYPE: DENTAL GUARD 2000

This plan is currently offered for Insurance Class 1

PLAN BENEFITS SUMMARY

Network	In-Network DentalGuard Preferred	Out-of-Network None
Coinsurance		
Preventive	100%	100%
Basic	80%	80%
Major	50%	50%
Deductible	\$50	\$50
Waived for preventive?	Yes	Yes
Claim Payment Basis	Fee Schedule	90th Percentile *
Maximum	\$1,500	\$1,500
Orthodontia	Included	
Lifetime Maximum	\$1,000	
Coinsurance	50%	
Maximum Rollover		
Threshold		\$700
Rollover Amount		\$350
In-network only rollover		\$500
Max Rollover Limit		\$1,250
Dependent Age Limit		26/26

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

* Reimbursement will be based on Guardian's 90th schedule in the Dentist's zip code. Guardian's 90th schedule is calculated utilizing a combination of industry, third party and internal data.

Additional Dental Information

DENTAL MAXIMUM ROLLOVER SUMMARY

For Benefit Year Ending: 12/31/2023

ROLLOVER ACCOUNT SIZE	NUMBER OF QUALIFYING EMPLOYEES & DEPENDENTS	TOTAL ACCOUNT VALUE
\$0	35	\$0.00
\$1 - \$250	0	\$0.00
\$251 - \$500	1	\$500.00
\$501 - \$750	0	\$0.00
\$751 - \$1,000	0	\$0.00
Over \$1,000	0	\$0.00
TOTAL	1	\$500.00

0 of your Employees and Dependents currently are eligible for additional Maximum Rollover amounts.

"Benefit Year" refers to the 12-month period during which charges are counted toward this plan's annual maximum.

"Number of Qualifying Employees and Dependents" reflects information available at the time this renewal package was issued. Additional claims will affect this count.

"Eligibility for additional rollover amounts reflects information available at the time this renewal package was issued. Additional claims will affect the eligibility for additional rollover amounts"

Rollover amounts earned in the benefit year ending 12/31/2023 are applied to the members Maximum Rollover Account for use starting the next benefit year.

Current Plan Benefits Summaries

VSP

VISION

This plan is currently offered for Insurance Class 1

PLAN BENEFITS SUMMARY			
	In-Network	Out-of-Network	Frequency
Exam Copay	\$10	\$10	Once per Calendar Year
Exam Allowance	100%	\$39	Once per Calendar Year
Materials Copay	\$25	\$25	
Base Lenses			
Single Vision Allowance	100%	\$23	Once per Calendar Year
Bifocal Allowance	100%	\$37	Once per Calendar Year
Trifocal Allowance	100%	\$49	Once per Calendar Year
Lenticular Allowance	100%	\$64	Once per Calendar Year
Contact Lenses			
Elective Allowance	\$150	\$100	Once per Calendar Year
Therapeutic Allowance	100%	\$210	Once per Calendar Year
Frame Retail Allowance	\$150	\$46	Every Other Calendar Year
Materials Allowance	N/A	N/A	N/A

Your plan also includes the following benefit option(s): Retail Chain Providers, Fitting and Evaluation

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

Current Plan Benefits Summaries

BASIC LIFE

This plan is currently offered for Insurance Class 1

LIFE BENEFITS SUMMARY	
Benefit Type	Flat
Multiple	N/A
Maximum Benefit	\$50,000
Earnings Definition	N/A
Guarantee Issue	N/A
Waiver of Premium	Waived To Specific Age
Elimination Period	9 month(s)
Age Reduction Formula	
Age 65	35%
Age 70	60%
Age 75	75%
Age 80	85%
Accelerated Benefit	
Benefit %	75%
Benefit Maximum	\$250,000

This plan is currently offered for Insurance Class 1

AD&D BENEFITS SUMMARY	
Benefit Type	Flat
Multiple	N/A
Maximum Benefit	\$50,000
Earnings Definition	N/A

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

Guardian Life Insurance Company of America

Current Plan Benefits Summaries

VOLUNTARY LIFE

This plan is currently offered for Insurance Class 1

LIFE BENEFITS SUMMARY	
Benefit Type	Flat
Multiple	N/A
Maximum Benefit	\$200,000
Earnings Definition	N/A
Guarantee Issue	
< age 65	\$50,000
65<70	\$0
70+	\$10,000
Waiver of Premium	Lifeassist To Age 65
Elimination Period	9 month(s)
Age Reduction Formula	
Age 65	35%
Age 70	50%
Accelerated Benefit	
Benefit %	50%
Benefit Maximum	\$250,000

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

Current Plan Benefits Summaries

This plan is currently offered for Insurance Class 1

DEPENDENT BENEFITS SUMMARY	
Spouse Benefit	
Benefit Type	Flat
% of EE amount	N/A
Maximum Benefit	\$25,000
Guarantee Issue	
< age 65	ALL
65<70	\$10,000
70+	\$0
Child(ren) Benefit	
Benefit Type	Both Flat & Increment
% of EE amount	N/A
Maximum Benefit	\$10,000
Guarantee Issue	N/A

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

Current Plan Benefits Summaries

VOLUNTARY AD&D

This plan is currently offered for Insurance Class 1

AD&D BENEFITS SUMMARY

	EMPLOYEE	SPOUSE	CHILD(REN)
Benefit Type	Flat	Flat	Increment
Multiple	N/A	N/A	N/A
Maximum Benefit	\$25,000	\$25,000	\$10,000
Earnings Definition	N/A		

VOLUNTARY AD&D

This plan is currently offered for Insurance Class 1

AD&D BENEFITS SUMMARY

	EMPLOYEE	SPOUSE	CHILD(REN)
Benefit Type	Flat	Flat	Increment
Multiple	N/A	N/A	N/A
Maximum Benefit	\$50,000	\$25,000	\$10,000
Earnings Definition	N/A		

VOLUNTARY AD&D

This plan is currently offered for Insurance Class 1

AD&D BENEFITS SUMMARY

	EMPLOYEE	SPOUSE	CHILD(REN)
Benefit Type	Flat	Flat	Increment
Multiple	N/A	N/A	N/A
Maximum Benefit	\$75,000	\$25,000	\$10,000
Earnings Definition	N/A		

VOLUNTARY AD&D

This plan is currently offered for Insurance Class 1

AD&D BENEFITS SUMMARY

	EMPLOYEE	SPOUSE	CHILD(REN)
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Current Plan Benefits Summaries

Benefit Type	Flat	Flat	Increment
Multiple	N/A	N/A	N/A
Maximum Benefit	\$100,000	\$25,000	\$10,000
Earnings Definition	N/A		

VOLUNTARY AD&D

This plan is currently offered for Insurance Class 1

AD&D BENEFITS SUMMARY

	EMPLOYEE	SPOUSE	CHILD(REN)
Benefit Type	Flat	Flat	Increment
Multiple	N/A	N/A	N/A
Maximum Benefit	\$125,000	\$25,000	\$10,000
Earnings Definition	N/A		

VOLUNTARY AD&D

This plan is currently offered for Insurance Class 1

AD&D BENEFITS SUMMARY

	EMPLOYEE	SPOUSE	CHILD(REN)
Benefit Type	Flat	Flat	Increment
Multiple	N/A	N/A	N/A
Maximum Benefit	\$150,000	\$25,000	\$10,000
Earnings Definition	N/A		

VOLUNTARY AD&D

This plan is currently offered for Insurance Class 1

AD&D BENEFITS SUMMARY

	EMPLOYEE	SPOUSE	CHILD(REN)
Benefit Type	Flat	Flat	Increment
Multiple	N/A	N/A	N/A
Maximum Benefit	\$200,000	\$25,000	\$10,000
Earnings Definition	N/A		

Current Plan Benefits Summaries

VOLUNTARY ACCIDENT

This plan is currently offered for Insurance Class 1

PLAN BENEFITS SUMMARY

Schedule	Advantage		
Coverage Type	Off Job		
Spouse Coverage Included	Yes		
Child Coverage Included	Yes		
Dependent Age Limits	26/26		
<p>This coverage includes benefits for treatments or procedures due to an accident. These include hospitalization, emergency room treatment, Xrays and much more. Please see your certificate booklet for specific benefits.</p>			
Wellness Benefit Included	No		
Amount	N/A		
Disability Benefit Type	N/A		
Accident Disability Type	N/A		
	Employee	Spouse	
Amount	N/A	N/A	
Accident Elimination Period	N/A	N/A	
Sickness Elimination Period	N/A	N/A	
Duration	N/A	N/A	
Hospital Confinement due to Sickness Included	No		
	Employee	Spouse	Child
Amount	N/A	N/A	N/A
Elimination Period	N/A	N/A	N/A
Maximum Number of Days	N/A	N/A	N/A

Current Plan Benefits Summaries

Optional Riders:

Rainy Day Fund	400.00	400.00	400.00
Auto Increase %	N/A		
Injury-Free Benefit	N/A		

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

California SDBC Program Disclosure

[Important Information for Planholders with Guardian Dental Coverage](#)

California situated Dental Plans are required to provide a state mandated Summary of Dental Benefits and coverage ("SDBC") disclosure matrix to eligible participants at time of enrollment to better compare and consider dental coverage options available to them. As your dental provider, please visit GuardianAnytime.com to obtain an applicable SDBC disclosure that can be made available for distribution to eligible participants prior to enrollment.



guardiananytime.com

The Guardian Life Insurance Company of America, New York, NY.

Action Needed For Your Guardian Coverage

Renewal Census Required

In order to meet our contractual renewal notice deadline, your plan was renewed based upon the most recent census information we had on file. However, it is important that we maintain accurate salary and census information. Please take this crucial step now to ensure employees receive the maximum coverage they are entitled to under any Guardian salary-based programs.

We have an easy and secure way to view and update employees' salaries using our Enrollment Mapping and Management Application (EMMA). Simply follow the steps below.

Viewing Salary Census Report:

You can find a report of current employees and their salaries by visiting EMMA.

1. Navigate to <https://signin.guardianlife.com/signin>
2. Go to the Members tab
3. Choose the Update multiple members page
4. Click the Launch EMMA button
5. Click Start the download process
6. Click Salary census and enter the date range that you would like to include and click download.

Updating Employees' Salaries:

You can update multiple salaries by simply uploading an updated census back into EMMA. Follow the above steps to Launch EMMA then click Start the upload process, select Salary census and then Continue. EMMA will then walk you through any additional steps needed.



PROPOSAL FOR

Golden Charter Academy

RATES SHOWN ARE VALID FROM:

July 1, 2023 - September 15, 2023

Sales Representative: Michael Lewis

Telephone: (602) 567-7711

SIC Code: 8211 State & Zip: CA 93705

Created: May 24, 2023

PLAN DESIGN

We offer a comprehensive portfolio of employee benefit plans with many varied design options to meet the needs of employers and their employees. To help you evaluate the plans, we have provided detailed benefits summaries within this package.

RATES

Rates and premiums presented are based on the employee data submitted in your request for a proposal. Final rates and premiums are based on the plans selected and the information provided on the enrollment forms.

BROAD RANGE OF PRODUCTS

We offer a variety of flexible, cost-effective employee benefit plans that can help employers meet the needs of employees and their families, and manage costs at the same time. Our benefit plans include Dental, Disability, Life, Vision, Critical Illness, and many more.

WHY GUARDIAN?

- **Enrollment Support** – Dedicated professionals help ensure smooth plan implementation
- **Multi-Product Discounts** – Combine plans to meet customer needs and help save money
- **Convenient Access to Service** – One phone number and one secure website
- **Streamlined Billing** – All plans billed on one invoice
- **Experience & Knowledge** – Over 50 years group benefits experience with exemplary credit ratings

Any commercial insurance group policy underwritten and issued by The Guardian Life Insurance Company of America, a New York Domiciled mutual company, is a participating policy. It is not expected, however, that a dividend will be paid on any such group policies. All coverage will be provided as set forth in the policies.

Long Term Disability

RATES Per \$100 of Monthly Covered Payroll

Census	Employee Rate	Monthly Payroll	Monthly Premium	Annual Premium
34	\$0.058	\$191,409	\$111.02	\$1,332.24
Rate Guarantee	2 Years			

BENEFITS

All Eligible Employees

Contribution/Participation	Non-contributory/100%
Elimination Period	90 days
Duration of Benefits	Social Security normal retirement age
Definition of Disability	2 year Own Occupation/Any Occupation thereafter
Monthly Benefit	60% to \$7,500
Guarantee Issue	\$7,500
Evidence of Insurability	Medical Underwriting may be required for amounts in excess of GI
Interruption of Elimination Period	Unlimited, no set number of days
Return to Work	Zero Day Residual
Work Incentive	12 month
Maximum Partial Disability Earnings	80% Indexed Own Occ/ 80% Indexed Any Occ - No earnings loss required during the Elimination Period
Partial Disability Calculation	Greater of direct reduction or proportionate loss
Income Recovery	Included
Integration Method	Direct Offset, Family
Salary Continuation /Association IDI	No offset
Minimum Benefit	Greater of 10% or \$100
Mental Health & Substance Abuse	24 Month lifetime payment limit, combined
Pre-Existing Conditions	3 months prior, 12 months after Exclusion
Earnings Definition	Standard, excluding bonus & commission
State Integration	CA SDI
Rehabilitation Services	110% benefit amount, voluntary participation Includes Dependent care expense
Recurrent Disability	6 months
Survivor Benefit	3 months net, accelerated
Tax Services	W-2 reporting with FICA match
Worksite Modification	\$2,500

PLAN HIGHLIGHTS

- **Guardian's Financial Strength:** Guardian has a long history of earning exemplary ratings from independent rating services which provide essential measures of a company's value as well as common ground for valid comparison. For additional details, visit our web site: <http://www.guardianlife.com/AboutGuardian/FinancialHighlights/Ratings/index.htm>
- **Experienced and Innovative Disability Service Team:** Our services help disabled employees return to maximum potential by having a dedicated claims analyst work closely with the employer, disabled employee and physicians to encourage and support successful outcomes. For additional details, see our disability page: <https://www.guardiananytime.com/gafd/wps/portal/fdhome/employers/products-and-coverage/disability>
- **Income Recovery Benefit:** This provision continues a monthly benefit payment to a claimant who is recovered from disability and returns to full-time work in his or her own occupation but is unable to earn 80% of pre-disability earnings. This benefit will continue up to 12 months or until the claimant is able to earn 80% of indexed pre-disability earnings.

Long Term Disability

IMPORTANT NOTES

Rates and premiums are based on the employee data submitted. Final rates and premiums are based on the plan and employee/dependent data provided on the enrollment forms. State specific requirements apply.

- **Earnings Definition:** All definitions of earnings will include language to cover shift differential, and partnership, owner, or sole proprietor earnings, and 1099 earnings.
- **If an Own Occupation/Any Occupation plan is selected:** During the elimination period and the own occupation period, the employee must be unable to perform, on a full-time basis, the major duties of his or her own occupation. After the end of the own occupation period, the employee must be unable to perform, on a full-time basis, the major duties of any gainful work. The employee is not disabled if he or she earns, or is able to earn, more than this plan's maximum allowed income earned during disability.
- **Tax Services - W2 Reporting with FICA Match:** Guardian prepares & files W-2 forms under the Guardian's Federal Tax ID number. Guardian, its subsidiaries, agents, and employees do not provide tax, legal, or accounting advice. Consult your tax, legal, or accounting professional regarding your individual situation.
- **If 60% Gainful/Any Occupation is selected:** During the any occupation period, the 60% gainful earnings test will be 80% if the employee is working while disabled, and 60% if the employee is not working while disabled
- These rates are contingent upon LTD being purchased as a standalone Guardian coverage or being purchased with another Guardian coverage and without Guardian STD or FMLA coverage.

***Because Guardian does not have visibility into the entire suite of benefits offered to your employees, it cannot ensure that any LTD product individually satisfies all applicable age discrimination laws. Employer's compliance with these laws is based on consideration of the entire benefit package provided. If a stand-alone compliant LTD product is required, you should contact your sales representative for available options.**

SUMMARY OF PLAN LIMITATIONS AND EXCLUSIONS

- We limit the duration of payments for long term disabilities caused by mental or emotional conditions, or alcohol or drug abuse.
- We do not pay benefits for charges relating to a covered person: taking part in any war or act of war (including service in the armed forces) committing a felony or taking part in any riot or other civil disorder or intentionally injuring themselves or attempting suicide while sane or insane, and for the voluntary inhalation or ingestion of poison, gas, solvent, chemical, or other substance not intended for internal consumption.
- We do not pay benefits due solely to the risk of relapse, during any period in which a covered person is confined to a correctional facility, an employee is not under the care of a doctor, an employee is receiving treatment outside of the US or Canada, and the employee's loss of earnings is not solely due to disability.
- During the exclusion/limitation period, this disability plan does not pay charges relating to a pre-existing condition. A pre-existing condition includes any condition for which an employee, in a specified period of time prior to coverage in this plan, consults with a physician, receives treatment, or takes prescribed drugs. If this plan is transferred from another insurance carrier, the time an insured is covered under that plan will count toward satisfying Guardian's pre-existing condition exclusion /limitation period. Please refer to the plan details for specific time periods.
- In order to be eligible for coverage; employees must be legally working: (a) in the United States or (b) outside the United States, for a US based employer in a country or region approved by Guardian.
- Evidence of Insurability is required on all late enrollees.

Guardian Group Long Term Disability Insurance is underwritten and issued by The Guardian Life Insurance Company of America, New York, NY. Not all policies are available in all states and the coverage, terms and conditions for any policy may vary from state to state. Policy limitations and exclusions apply. Optional riders and/or features may incur additional costs. Coverage will not be effective until approved by a Guardian underwriter. This proposal is subject to satisfactory financial evaluation.

Please refer to certificate of coverage for full plan description. This proposal is not a contract, and merely describes certain features of the products discussed herein. In the event of a conflict between this proposal and any policy or certificate issued by Guardian, those documents and not this proposal control. This policy provides Disability Income insurance only. It does NOT provide basic hospital, basic medical or major medical insurance as defined by the New York State Department of Financial Services. Generic Policy Form # GP-1-LTD-15. The state approved form is the governing document.

Employee Assistance Program (EAP)

Employee Assistance Program

The Guardian Employee Assistance Program (EAP)¹ is available at no cost to groups purchasing three or more eligible lines of Guardian's Group products! With Employee Assistance, employees can receive expert support services to assist them and their families with a variety of life issues from family care, stress, depression, or addiction. In today's environment, addressing Work/life balance issues is more important than ever. Not only will employers be providing a program that employees will appreciate, they will also be helping to ensure a productive workplace.

Key Employer Services

- Employers can receive expert support service to assist in implementing a Drug-Free Workplace Program.
- Managers and supervisors will have access to human resource consultants to address workplace issues, including performance problems.

Key Employee Services

- **Face-to-face counseling** - up to 3 visits per employee/household member per issue.
- **Telephonic counseling** - unlimited, 24/7 consultations with master's- and doctoral-level counselors.
- **Bereavement** - support available through telephonic or face-to-face sessions.
- **Online behavioral coaching modules**
- **Work/Life services**
 - Child and elder care referral
 - Medical bill negotiation tools - information and guidance on negotiating medical bills
- **Legal and financial consultation**
 - ID theft
 - Will preparation
 - Legal document preparation
- **Tax consultation**
 - Online self-service documents

See for yourself how the Employee Assistance Program can complete your group's benefit package.

Call your Guardian sales consultant or client manager today for more information or visit www.guardianlife.com

¹ Available at no cost if three or more qualified Guardian Group products are purchased and if at least one of these products is employer sponsored with 75% participation.

² The Employee Assistance Program is a suite of services solely created and offered by Integrated Behavioral Health, Inc. (IBH), doing business as Uprise Health. Guardian is not responsible or liable for care or advice given by any provider or any service offering within the Employee Assistance Program. This information is for informational purposes only. It is not a contract. Only the plan service agreement can provide the actual terms, services, limitations and exclusions. Guardian and IBH reserve the right to discontinue the Employee Assistance Program at any time without notice. Legal services provided through the Employee Assistance Program will not be provided in connection with or preparation for any action against Guardian, IBH, or your employer. The Employee Assistance Program, or any individual service offering within the Program, is not an insurance benefit and may not be available in all states.

The separate and distinct group insurance coverages are underwritten and issued by The Guardian Life Insurance Company of America, New York, NY. Guardian insurance coverages may not be available in all states. GUARDIAN® and the Guardian Logo® are registered trademarks of The Guardian Life Insurance Company of America. ©Copyright 2022 The Guardian Life Insurance Company of America.

Rates and premiums are based on the employee data submitted. Final rates and premiums are based on the plan and employee/dependent data provided on the enrollment forms.

A Secure Website for Group Benefits Plans

GuardianAnytime[®], our secure website for group benefits plans, offers comprehensive self-service capabilities for brokers, employers, employees, and health care professionals. Our intuitive web tools make going online easy!

For Brokers – Easy Management of Guardian Group Business

Brokers can manage their Guardian business more efficiently:

- Receive e-mail notifications of groups nearing cancellation to help with follow-up
- Check clients' premium payments, eligibility information and status of an Evidence of Insurability application
- Track commissions and compensation programs
- View/print/e-mail forms and materials
- Visit www.guardiananytime.com

For Employers – Simplified Benefits Administration

Benefits managers have a one-stop source of comprehensive administration tools for their Guardian benefits plans:

- Enroll new hires, add dependents, terminate members and check status of an Evidence of Insurability application¹
- Allow employees to enroll, update benefits, and check status of a disability claim online
- View and pay bills online
- Download, print and order forms, plan materials, and ID cards
- Delegate access to staff based on job responsibility
- Visit www.guardiananytime.com

For Employees – Helpful Benefits Information Available 24/7

Members and dependents can access helpful, secure information about their Guardian benefits:

- Review benefits and update information
- Check the status of a claim or Evidence of Insurability application
- View and print ID cards
- Submit a Short-Term Disability claim online
- Receive e-mails when a claim has been processed and a response is available online²
- Use the Find-A-Provider app to locate a provider anytime. Download the app to an Android or iPhone smart phone.
- Visit www.guardiananytime.com

For Health Care Professionals – Efficient Handling of Administrative Matters

Health care professionals have instant access to Guardian benefits information:

- Check eligibility, claim status, and coverage amounts
- In-network providers can view fee schedules

Access FlexPlan and Reed Group, our Absence Management subsidiary, directly from the Guardian Anytime site.

Call Your Guardian Group Benefits Expert Today for More Information.

¹ Employer must grant permission for employees to enroll or make changes to their benefits outline. Ask your Guardian representative for more details about eligibility requirements. Available to employees with Guardian Dental.

Producer Compensation Disclosure

As is common with Group insurance, your coverage(s) might involve one or more licensed producers who will receive compensation from Guardian for soliciting, negotiating, securing and/or administering the insurance coverage(s) you have purchased. Compensation to these producers may be paid in the form of base commissions, administrative service commissions and, in some instances, supplemental compensation (e.g., an annual performance bonus). For more detailed information regarding producer compensation relative to your Guardian coverage(s), please contact your local sales consultant or account manager.

Product	Commissions
Long Term Disability	Plan 1 - 10.00%

Compensation is generated based upon premium which has been remitted by the planholder and applied by Guardian. Graded Commission scales, which can vary by product, are calculated based upon decremental scales (i.e. percentage payable decreases as defined premium thresholds are attained). Graded commission scales refresh annually upon each plan's anniversary. For DHMO and/or ASO Vision commission information, or for any other questions, please contact your local Guardian sales consultant or account manager.

Public Entity Groups

Released quote is contingent on notification being made to Guardian regarding any political contribution requirements and/ or disclosure requests prior to contract signing.

ERISA Program Disclosure

Important Information Regarding Plan Responsibilities Under ERISA

Premium for one or more coverage(s) being quoted may depend, in part, upon support from the premium charged for other quoted coverages. If that is the case, premiums paid for one coverage will cover some or all of the cost of another plan coverage. Guardian is quoting and will issue coverage(s) corresponding to this premium on the basis you have reviewed the rate structure as described, and if acting on behalf of a plan subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), you have confirmed that (i) such arrangement is consistent with the requirements relating to plan assets and fiduciary responsibilities under ERISA; (ii) the coverages are being offered to the participants under a single ERISA plan; and (iii) the plan's premium structure is consistent with plan documents and related communications to participants.

Coversheet

2023-2024 D&O and Property Insurance

Section: II. Consent Agenda
Item: F. 2023-2024 D&O and Property Insurance
Purpose:
Submitted by:
Related Material: CDOP Quote Golden Charter.PDF
CUMB Quote Golden Charter.PDF
CGLI Quote Golden Charter (1).PDF
CPPR Quote Golden Charter.PDF

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

<p>Why am I receiving this notice?</p>	<p>This disclosure is being provided to you for the purpose of providing you with background on your terrorism insurance, should you choose to purchase it.</p>
<p>How does terrorism insurance work?</p>	<p>The Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIPRA) is a program under which the U.S. government shares losses of certain terrorist events with the insurance industry.</p> <p>Coverage provided for losses resulting from certified acts of terrorism may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect coverage, such as an exclusion for nuclear events.</p> <p>Under the formula, the U.S. government generally pays 80% of covered terrorism losses exceeding the deductible paid by the insurance company providing the coverage.</p> <p>TRIPRA contains a \$100 billion cap that limits U.S government reimbursement as well as our liability for losses resulting from certified acts of terrorism. If the amount of such losses in any one calendar year exceeds \$100 billion, and we have met our insurer deductible, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion.</p> <p>In such cases insured losses are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.</p>
<p>What are my options for purchasing terrorism insurance?</p>	<p>If you elect to obtain a renewal quotation from us, it will offer coverage for loss arising from certified acts of terrorism as defined in TRIPRA. It does not include a charge for any covered terrorism loss reimbursed by the U.S. government. Only that part of the total premium amount that is attributed to coverage for certified acts of terrorism pursuant to TRIPRA appears on your quotation.</p> <p><u>To obtain a quotation or to purchase this coverage, contact your broker.</u></p> <ul style="list-style-type: none"> • You may <u>elect to purchase</u> coverage for losses arising from certified acts of terrorism. This coverage will apply only if we receive the terrorism premium on or before the inception date of your policy. • If you <u>decline coverage</u> for losses arising from certified acts of terrorism or we do not receive the terrorism premium by the inception date of your policy, such losses will be excluded from your policy by a terrorism exclusion endorsement.
<p>What else do I need to know?</p>	<p>If there is any conflict between this disclosure and the policy and endorsements we issue, the provisions of the policy and endorsements apply.</p> <p>The terrorism coverage described in this offer and disclosure notice is subject to all other terms, conditions, exclusions and limits of the policy we issue.</p>



**DIRECTORS & OFFICERS
RENEWAL
QUOTATION**

Q2-2023-68836-DO

Insured: (68836)

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

Proposed Effective Date: 06/01/2023

Producer: (02142)

Hub International Ins. Services, Inc.
548 W. Cromwell Ave. Ste. 101
Fresno, CA 93711-5714

Employment Practices Liability Included

LIMITS OF LIABILITY: \$ 1,000,000 Each Wrongful Act
\$ 1,000,000 Annual Aggregate

DEDUCTIBLE: \$5,000

(Defense Costs in addition to applicable limits of liability)

Annual Premium (without Terrorism coverage): \$9,614

Terrorism Coverage (Certified Acts): \$87

Annual Premium (with Terrorism coverage): \$9,701

GENERAL CONDITIONS

- See the attached Index of Forms.
- Directors and Officers Liability policy is written on an event-trigger basis.
- A written request to bind coverage must be submitted to our office prior to the proposed effective date. Please use the bind order checklist located on the secure broker website to bind coverage.
- Monoline D&O coverage is not available. D&O coverage can only be written in conjunction with General Liability.
- The attached Terrorism Disclosure MUST be delivered to the nonprofit agency.
- **Broker Commission is 15.0%.**

SPECIAL CONDITIONS

>Employees updated from 35 to 48.

THE COVERAGE OFFERED IN THIS QUOTATION MAY DIFFER FROM THAT REQUESTED IN THE APPLICATION. FAILURE TO PROVIDE THE REQUESTED COVERAGE SHALL IMPOSE NO LIABILITY ON NIAC.

D&O Underwriter: Danielle Schlosser
Email: dschlosser@insurancefornonprofits.org
Direct Phone: (831) 621-6011, Direct Fax: (831) 459-0853
(800) 359-6422, Ext. 6011

Underwriting Asst. : Paola Del Negro
Email: pdelnegro@insurancefornonprofits.org
Direct Phone: (831) 621-6024, Direct Fax: (831) 621-6132
(800) 359-6422, Ext. 6024



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DIRECTORS & OFFICERS LIABILITY QUOTATION

Q2-2023-68836-DO

Control Number: 68836

Insured: Golden Charter Academy

Our review of the materials you submitted is for the specific purpose of determining whether the proposed insured meets our criteria to be offered a quotation for D&O coverage. Our failure to comment on any of the material submitted with your application should not be construed to mean that it is in compliance with current law. We strongly recommend that the applicant have their personnel manual/handbook reviewed on a regular basis by an attorney or other personnel professional.



**NONPROFITS INSURANCE ALLIANCE
OF CALIFORNIA (NIAC)**

www.insurancefornonprofits.org

**INDEX OF FORMS THAT WILL BE ATTACHED TO
THE POLICY IF COVERAGE IS BOUND
Q2-2023-68836-DO**

INSURED: Golden Charter Academy

FORM NUMBER/EDITION DATE

DECLARATION PAGES AND SCHEDULES

Directors & Officers Liability Policy Declarations	NIAC-DODEC 01 80
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LIABILITY FORMS AND ENDORSEMENTS

Cap on Losses from Certified Acts of Terrorism	CG 21 70 01 15
Disclosure Of Premium For Certified Acts of Terrorism	IL 09 99 12 20
Limited Defense Costs - California Labor Code Section 132a	NIAC EDO11 12 17
Nonprofit Organization Directors' and Officers' Liability Policy	NIAC-DOET 02 17
Member Criteria	NIAC-E003 DO 08 20
Fiscal Sponsor Limitation	NIAC-E069 DO 02 19
Communicable Disease - Exclusion	NIAC-E180 DO 01 21
Cyber Incident - Exclusion	NIAC-E282 DO 12 21
Anti-Stacking Condition	NIAC-E342 DO 08 22
Nuclear, Chemical and Biological Hazard Exclusion	NIAC-E42 DO 09 19
Liberalization - D&O	NIAC-E58 02 12
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	NIAC-EDO1 08 91
ISC and Sexual Harassment Amendment	NIAC-EDO17 05 20
Mold, Fungus Exclusion	NIAC-EDO34 01 02
Blood Testing Exclusion	NIAC-EDO4 03 94
Non-Imputation	NIAC-EDO7 02 11

If coverage is bound as quoted, the forms shown on the index will be attached to the policy. Additional coverages and/or exclusions may be added at the time of issuance.



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Quick Premium Billing/Payment and Commission Reference Sheet

Two Billing Options are Available:

Direct Bill Payment Plan:

The payment plan consists of nine installments billed over nine consecutive months. Installments are as follows:

- 20% of the annual premium due from policy issuance date billed on the first Member Statement.
- 8 monthly installments each equal to 10% of the annual premium.
- A simple interest charge equivalent to 3.00% APR will be applied each month to any unpaid balance (excluding Property and Accident premiums).
 - **EXAMPLE:** \$5,000 in total premium would have a down payment of \$1,000 with 8 installments of \$500. Total annual interest of \$45 would be charged if minimum premium payments were made each month.

Commissions paid to agency in full after the 20% down payment is received.

*Please note: any changes in premium will adjust the monthly installment amount. Alternately, the full balance can be paid at any time.

Agency Bill Payment Plan:

- Net balance due within 30 days of policy issuance.
- Billing Invoices are emailed to broker contact assigned to the account.

Paying Premium Online

Brokers and nonprofit clients can make payments online on our secure broker or member website. For Agency billed accounts multiple invoices can be paid at once online. For Direct billed accounts your clients can easily make a payment by going to the "Make a Payment" page of the member secure website.

Commission EFT Transfer

We prefer to process commission payments through Electronic Funds Transfer. To set this up simply log-in to the NIAC broker secure area on our website then go to the Summary tab of the Broker Overview page and supply your banking information for this quick and easy way to receive future commission payments.

*Please note: only broker contacts with a designated role of "Administrator" will be able to access this function.

Also, please designate an Accounts Receivable contact to receive email confirmation of EFT payments. Details for current and past commission payments are also available for your review at any time on the NIAC broker secure website by going to the Direct Bill tab of the Broker Overview page.

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

<p>Why am I receiving this notice?</p>	<p>This disclosure is being provided to you for the purpose of providing you with background on your terrorism insurance, should you choose to purchase it.</p>
<p>How does terrorism insurance work?</p>	<p>The Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIPRA) is a program under which the U.S. government shares losses of certain terrorist events with the insurance industry.</p> <p>Coverage provided for losses resulting from certified acts of terrorism may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect coverage, such as an exclusion for nuclear events.</p> <p>Under the formula, the U.S. government generally pays 80% of covered terrorism losses exceeding the deductible paid by the insurance company providing the coverage.</p> <p>TRIPRA contains a \$100 billion cap that limits U.S government reimbursement as well as our liability for losses resulting from certified acts of terrorism. If the amount of such losses in any one calendar year exceeds \$100 billion, and we have met our insurer deductible, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion.</p> <p>In such cases insured losses are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.</p>
<p>What are my options for purchasing terrorism insurance?</p>	<p>If you elect to obtain a renewal quotation from us, it will offer coverage for loss arising from certified acts of terrorism as defined in TRIPRA. It does not include a charge for any covered terrorism loss reimbursed by the U.S. government. Only that part of the total premium amount that is attributed to coverage for certified acts of terrorism pursuant to TRIPRA appears on your quotation.</p> <p><u>To obtain a quotation or to purchase this coverage, contact your broker.</u></p> <ul style="list-style-type: none"> • You may <u>elect to purchase</u> coverage for losses arising from certified acts of terrorism. This coverage will apply only if we receive the terrorism premium on or before the inception date of your policy. • If you <u>decline coverage</u> for losses arising from certified acts of terrorism or we do not receive the terrorism premium by the inception date of your policy, such losses will be excluded from your policy by a terrorism exclusion endorsement.
<p>What else do I need to know?</p>	<p>If there is any conflict between this disclosure and the policy and endorsements we issue, the provisions of the policy and endorsements apply.</p> <p>The terrorism coverage described in this offer and disclosure notice is subject to all other terms, conditions, exclusions and limits of the policy we issue.</p>



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**NONPROFITS INSURANCE ALLIANCE
OF CALIFORNIA (NIAC)**

www.insurancefornonprofits.org

**UMBRELLA
RENEWAL
QUOTATION**

Q1-2023-68836-UMB

Insured: (68836)

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

Proposed Effective Date: 06/01/2023

Producer: (02142)

Hub International Ins. Services, Inc.
 548 W. Cromwell Ave. Ste. 101
 Fresno, CA 93711-5714

<u>Umbrella Premium per Line of Business</u>	<u>Limits</u>	<u>Premium</u>
General Liability	\$4,000,000	\$2,400
Social Service Professional Liability	\$4,000,000	Incl.
Improper Sexual Conduct	\$2,000,000	\$1,067
Terrorism coverage (Certified Acts)		\$216
Annual Premium (with Terrorism coverage):		\$3,683
Annual Premium (without Terrorism coverage):		\$3,467

<u>Exclusions</u>	<u>Exclusions (cont.)</u>	<u>Follow Form</u>
Employers' Liability	Directors & Officers	Liquor Liability
Damages to Premises Rented to You		Auto Liability
Uninsured / Underinsured Motorist		

GENERAL CONDITIONS

- See the attached Index of Forms.
- For coverages not quoted, contact your Underwriter.
- A written request to bind coverage must be submitted to our office prior to the proposed effective date. Please use the bind order checklist located on the secure broker website to bind coverage.
- Follow Form Uninsured/Underinsured Motorist is not available.
- The attached Terrorism Disclosure MUST be delivered to the nonprofit agency.
- **Broker Commission is 15.0%.**

SPECIAL CONDITIONS

>Quoted subject to updated Umbrella Acord.
 Premium may be subject to change upon receipt and review of updated information.

THE COVERAGE OFFERED IN THIS QUOTATION MAY DIFFER FROM THAT REQUESTED IN THE APPLICATION. FAILURE TO PROVIDE THE REQUESTED COVERAGE SHALL IMPOSE NO LIABILITY ON NIAC.

Underwriter: Danielle Schlosser
 E-Mail: dschlosser@niac.org
 Direct Phone: (831) 621-6011, Direct Fax: (831) 459-0853
 (800) 359-6422, Ext. 6011

Underwriting Assistant: Paola Del Negro
 E-Mail: pdelnegro@niac.org
 Direct Phone: (831) 621-6024, Direct Fax: (831) 621-6132
 (800) 359-6422, Ext. 6024

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**NONPROFITS INSURANCE ALLIANCE
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**SCHEDULE OF PROPOSED
UMBRELLA LIMITS
Q1-2023-68836-UMB**

Control Number: 68836
Insured: Golden Charter Academy

<u>Line of Business</u>	<u>Limits</u>	<u>Additional Premium Per Layer</u>
Liability	\$ 1,000,000	\$600
	\$ 2,000,000	\$600
	\$ 3,000,000	\$600
	\$ 4,000,000	\$600
	Subtotal:	\$2,400
Social Service Professional	\$ 1,000,000	Incl.
	\$ 2,000,000	Incl.
	\$ 3,000,000	Incl.
	\$ 4,000,000	Incl.
Improper Sexual Conduct	\$ 1,000,000	\$711
	\$ 2,000,000	\$356
	Subtotal:	\$1,067



**NONPROFITS INSURANCE ALLIANCE
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www.insurancefornonprofits.org

**INDEX OF FORMS THAT WILL BE ATTACHED TO
THE POLICY IF COVERAGE IS BOUND
Q1-2023-68836-UMB**

INSURED: Golden Charter Academy

FORM NUMBER/EDITION DATE

DECLARATION PAGES AND SCHEDULES

Schedule A - Schedule of Underlying Insurance	SCHEDULE A 01 80
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LIABILITY FORMS AND ENDORSEMENTS

Cap on Losses for Certified Acts - Terrorism Coverage	CU 21 30 01 15
Exclusion of Certified Acts of Terrorism - Automobile Liability Underlying Insurance Only	CU 21 33 a 01 15
Exclusion of Certified Acts of Terrorism - Social Services Professional Underlying Coverage Only	CU 21 33 s 01 15
Disclosure Of Premium For Certified Acts of Terrorism	IL 09 99 12 20
Member Criteria	NIAC-E003 UMB 08 20
AI - ISCPA - Exclusion	NIAC-E133 UMB 05 20
Communicable Disease - Exclusion	NIAC-E180 UMB 01 21
Workers' Compensation - Exclusion	NIAC-E253 UMB 08 21
Nuclear, Chemical and Biological Hazard Exclusion	NIAC-E42 UMB 09 19
Privacy Liability and Cyber Coverage Exclusion	UMB 231 06 16
Medical Payments Exclusion	UMB 232 06 16
Commercial Umbrella Policy	UMB-100 05 21
Employers' Liability Exclusion	UMB61 05 13

If coverage is bound as quoted, the forms shown on the index will be attached to the policy.
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Quick Premium Billing/Payment and Commission Reference Sheet

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Agency Bill Payment Plan:

- Net balance due within 30 days of policy issuance.
- Billing Invoices are emailed to broker contact assigned to the account.

Paying Premium Online

Brokers and nonprofit clients can make payments online on our secure broker or member website. For Agency billed accounts multiple invoices can be paid at once online. For Direct billed accounts your clients can easily make a payment by going to the "Make a Payment" page of the member secure website.

Commission EFT Transfer

We prefer to process commission payments through Electronic Funds Transfer. To set this up simply log-in to the NIAC broker secure area on our website then go to the Summary tab of the Broker Overview page and supply your banking information for this quick and easy way to receive future commission payments.

*Please note: only broker contacts with a designated role of "Administrator" will be able to access this function.

Also, please designate an Accounts Receivable contact to receive email confirmation of EFT payments. Details for current and past commission payments are also available for your review at any time on the NIAC broker secure website by going to the Direct Bill tab of the Broker Overview page.



**NONPROFITS
INSURANCE**
ALLIANCE OF CALIFORNIA

A Head for Insurance. A Heart for Nonprofits.

Member Services Usage Summary

Golden Charter Academy (68836)

Member Since 2021

Renewal Date 6/1/2023



Being a NIAC Member-Insured gets you more than just great stable insurance coverage tailored specifically for nonprofits. NIAC also provides its Member-Insureds with a variety of FREE or highly subsidized loss control and risk management resources.

As you make your insurance purchasing decision this year, we want you to be aware of the full value of being insured through NIAC. Below are the resources and services that your organization took advantage of between 5/20/2022 and 5/20/2023:

Resources Used	Usage	Market Value	What You Paid	Savings
Services				
Discounted Screening Services (Background Check, Drug Testing, MVR)	Searches - 0	\$0.00	\$0.00	\$0.00
BOARDnetWORK (Free online board management tool)	Months - 0	\$0.00	\$0.00	\$0.00
Free Vehicle Monitoring Program (w/auto coverage)	Vehicles - 0	\$0.00	FREE	\$0.00
My Risk Management Plan	Licenses - 0	\$0.00	\$0.00	\$0.00
Highly Subsidized Employee Handbook Builder (w/D&O coverage)	Months - 0	\$0.00	\$0.00	\$0.00
Training				
Free Defensive Driving – Classroom (w/auto coverage)	Classes - 0	\$0.00	FREE	\$0.00
Free Defensive Driving – Online (w/auto coverage)	Students - 0	\$0.00	FREE	\$0.00
Free Defensive Driving – Self Study (w/auto coverage)	Students - 0	\$0.00	FREE	\$0.00
Free Preventing Sexual Harassment for Supervisors Training – Online	Students - 0	\$0.00	FREE	\$0.00
Free Unlimited Audiovisual Lending Library	Titles - 0	\$0.00	FREE	\$0.00
Free Risk Management Webinars	Classes - 1	\$45.00	\$0.00	\$45.00
Consulting				
Free Employment & Labor Consultations (w/D&O coverage)	Hours - 0.00	\$0.00	FREE	\$0.00
Free Loss Control Assistance	Hours - 0.75	\$113.00	FREE	\$113.00
Free Nonprofit Group Purchasing Portal	No	You're missing out on average savings of 25%!		
Free Secure Member Only Website with Extensive Resources	INVALUABLE!			
Total Value of Services Received between 5/20/2022 and 5/20/2023				
		\$158.00	\$0.00	\$158.00

For questions about your policies with NIAC please contact your Broker: Hub International Ins. Services, Inc. at 559-447-4600

To inquire about NIAC Member Services please contact: memberservices@insurancefor nonprofits.org or call (800) 359-6422

5/20/2023

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

<p>Why am I receiving this notice?</p>	<p>This disclosure is being provided to you for the purpose of providing you with background on your terrorism insurance, should you choose to purchase it.</p>
<p>How does terrorism insurance work?</p>	<p>The Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIPRA) is a program under which the U.S. government shares losses of certain terrorist events with the insurance industry.</p> <p>Coverage provided for losses resulting from certified acts of terrorism may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect coverage, such as an exclusion for nuclear events.</p> <p>Under the formula, the U.S. government generally pays 80% of covered terrorism losses exceeding the deductible paid by the insurance company providing the coverage.</p> <p>TRIPRA contains a \$100 billion cap that limits U.S government reimbursement as well as our liability for losses resulting from certified acts of terrorism. If the amount of such losses in any one calendar year exceeds \$100 billion, and we have met our insurer deductible, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion.</p> <p>In such cases insured losses are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.</p>
<p>What are my options for purchasing terrorism insurance?</p>	<p>If you elect to obtain a renewal quotation from us, it will offer coverage for loss arising from certified acts of terrorism as defined in TRIPRA. It does not include a charge for any covered terrorism loss reimbursed by the U.S. government. Only that part of the total premium amount that is attributed to coverage for certified acts of terrorism pursuant to TRIPRA appears on your quotation.</p> <p><u>To obtain a quotation or to purchase this coverage, contact your broker.</u></p> <ul style="list-style-type: none"> • You may <u>elect to purchase</u> coverage for losses arising from certified acts of terrorism. This coverage will apply only if we receive the terrorism premium on or before the inception date of your policy. • If you <u>decline coverage</u> for losses arising from certified acts of terrorism or we do not receive the terrorism premium by the inception date of your policy, such losses will be excluded from your policy by a terrorism exclusion endorsement.
<p>What else do I need to know?</p>	<p>If there is any conflict between this disclosure and the policy and endorsements we issue, the provisions of the policy and endorsements apply.</p> <p>The terrorism coverage described in this offer and disclosure notice is subject to all other terms, conditions, exclusions and limits of the policy we issue.</p>



**Nonprofits OWN
RENEWAL
QUOTATION
Q1-2023-68836**

Insured: (68836)
 Golden Charter Academy
 1626 W Princeton Ave.
 Fresno, CA 93705

Producer: (02142)
 Hub International Ins. Services, Inc.
 548 W. Cromwell Ave. Ste. 101
 Fresno, CA 93711-5714

Proposed Effective Date: 06/01/2023	
General Liability	\$ 1,759
Liquor Liability	Included
Social Service Professional Liability	\$ 1,191
Improper Sexual Conduct Liability	\$ 2,350
Business Auto Liability	\$ 250
Terrorism Coverage (Certified Acts)*	\$ 38

Annual Premium with Terrorism coverage: \$5,588

Annual Premium without Terrorism coverage: \$5,550

GENERAL CONDITIONS

- See the attached Index of Forms.
- For coverages not quoted, contact your Underwriter.
- Improper Sexual Conduct and Physical Abuse (ISC) coverage requires background checks for any employees and/or volunteers who have close, regular contact (physical or otherwise) with "high risk" clients (e.g., youth, the elderly, developmentally disabled of any age) in an unsupervised and/or "one-on-one" situation. Verification of compliance with requirements is required within 30 days of binding. ISC coverage is Event Trigger and defense costs are included within the ISC limit.
- We must write the General Liability in order to write any other line of business.
- The attached Terrorism Disclosure MUST be delivered to the nonprofit agency.
- We can only insure 501(c)(3) nonprofits.
- **Broker Commission is 15.0%.**

SPECIAL CONDITIONS

>Updated Loc. 1 class 47476 from 264 to 336
 >Added Loc. 2 894 W. Belmont Ave. Fresno, CA 93728. Per my understanding the insured is running the program at location. Please advise if any changes.
 >SSP - They did not include the Therapist/Counselor per renewal information and feel that may have been an oversight. Quoted expiring and updated total Providers from 29 to 34.
 Also need question 6 on the #12 Supplement answered completely prior to binding.
 >ISC-Adjusted to reflect GL & SSP changes. NOTE we are stair stepping charge until we reach our target. Premium increase also applies on this line.

THE COVERAGE OFFERED IN THIS QUOTATION MAY DIFFER FROM THAT REQUESTED IN THE APPLICATION. FAILURE TO PROVIDE THE REQUESTED COVERAGE SHALL IMPOSE NO LIABILITY ON NIAC.

* Terrorism premium may adjust slightly due to changing ISO rates.

Underwriter: Danielle Schlosser

Email: dschlosser@insurancefornonprofits.org
 Direct Phone: (831) 621-6011, Direct Fax: (831) 459-0853
 (800) 359-6422, Ext. 6011

Underwriting Asst. : Paola Del Negro

Email: pdelnegro@insurancefornonprofits.org
 Direct Phone: (831) 621-6024, Direct Fax: (831) 621-6132
 (800) 359-6422, Ext. 6024



LIABILITY QUOTATION SCHEDULE OF PROPOSED COVERAGES AND LIMITS

Q1-2023-68836

Control Number: 68836

Insured: Golden Charter Academy

	<u>Limits</u>		<u>Limits</u>
General Aggregate	\$ 3,000,000	Liquor Liability	
Products-Completed Operations Aggregate	\$ 3,000,000	Aggregate/Common Cause	\$1,000,000/\$1,000,000
Personal and Advertising Injury	\$ 1,000,000		
Each Occurrence	\$ 1,000,000	Social Service Professional	
Damage to Premises Rented to You	\$ 500,000	Aggregate/Event	\$2,000,000/\$1,000,000
Medical Expense	\$ 20,000		
		Improper Sexual Conduct Limits	
		Aggregate/Occurrence	\$1,000,000/\$1,000,000

<u>Loc #</u>	<u>Address</u>	<u>Class Code(s)</u>	<u>Exposure</u>	<u>Premium</u>
1	1626 W Princeton Ave. Fresno, CA 93705	47476	336 (t)	\$1,307
2	894 W. Belmont Ave. Fresno, CA 93728	47476	75 (t)	\$292



LIABILITY QUOTATION SCHEDULE OF PROPOSED COVERAGES AND LIMITS

Q1-2023-68836

Increased Aggregate		\$160
		<hr/>
	General Liability subtotal:	\$1,759
Liquor Liability		Incl.
Social Service Professional Liability		\$1,191
Improper Sexual Conduct Liability		\$2,350
		<hr/>
	TOTAL LIABILITY PREMIUM:	\$5,300



AUTO QUOTATION SCHEDULE OF PROPOSED COVERAGES AND LIMITS

Q1-2023-68836

Control Number: 68836

Insured: Golden Charter Academy

	<u>Limits</u>	<u>Symbols</u>	<u>Deductible</u>
Liability	\$ 1,000,000	8,9	\$0 PD
Medical Payments	\$ 0		
Uninsured / Underinsured Motorist	\$ 0		
Comprehensive			\$0
Collision			\$0

Non-Owned Auto Liability	\$200
Hired Auto Liability	\$50
Hired Auto - Physical Damage	Incl.
HAPD Deductibles - Comprehensive \$500 Collision \$500	

TOTAL AUTO PREMIUM:	\$250
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**NONPROFITS INSURANCE ALLIANCE
OF CALIFORNIA (NIAC)**

www.insurancefornonprofits.org

**INDEX OF FORMS THAT WILL BE ATTACHED TO
THE POLICY IF COVERAGE IS BOUND**

Q1-2023-68836

INSURED: Golden Charter Academy

FORM NUMBER/EDITION DATE

DECLARATION PAGES AND SCHEDULES

Business Auto Coverage Part Declarations	NIAC-AL-NPO
Commercial General Liability Coverage Part Declarations	NIAC-GL-NPO
Commercial Liquor Liability Coverage Part Declarations	NIAC-LL-NPO
Improper Sexual Conduct Liability Coverage Part Declarations	NIAC-SC-NPO
Business Auto Coverage Schedule	SCHEDULE BA 01 80
Commercial General Liability Class Code Schedule	SCHEDULE G 01 80
Commercial General Liability Location Schedule	SCHEDULE L 01 80

LIABILITY FORMS AND ENDORSEMENTS

Commercial General Liability Coverage Form	CG 00 01 04 13
Liquor Liability Coverage Form	CG 00 33 04 13
Additional Insured - Owners, Lessees or Contractors	CG 20 10 12 19
Additional Insured - Managers or Lessors of Premises	CG 20 11 12 19
Additional Insured - State or Political Subdivisions - Permits	CG 20 12 04 13
Additional Insured - Mortgagee, Assignee or Receiver	CG 20 18 04 13
Additional Insured - Charitable Institutions	CG 20 20 11 85
Additional Insured - Volunteers	CG 20 21 07 98
Additional Insured - Designated Person or Organization	CG 20 26 12 19
Additional Insured - Lessor of Leased Equipment - Automatic Status - Lease	CG 20 34 12 19
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19
Exclusion - Unmanned Aircraft	CG 21 09 06 15
Employment-Related Practices Exclusion	CG 21 47 12 07
Cap on Losses from Certified Acts of Terrorism	CG 21 70 01 15
Silica - Exclusion	CG 21 96 03 05
Colleges or Schools - Limited Form	CG 22 71 12 19
Products/Completed Operations Hazard Redefined	CG 24 07 01 96
Common Policy Conditions	IL 00 17 11 98
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
California Changes - Cancellation and Nonrenewal	IL 02 70 12 19
Disclosure Of Premium for Certified Acts of Terrorism Coverage	IL 09 99 12 20
Member Criteria	NIAC-E003 GL 08 20
Additional Insured - Primary and Non-Contributory-for Designated Person or Organization	NIAC-E02 01 17
Fiscal Sponsor Limitation	NIAC-E069 GL 02 19
Fiscal Sponsor Limitation	NIAC-E069 ISC 02 19
Fiscal Sponsor Limitation	NIAC-E069 SSP 02 19
Professional Services - Exclusion	NIAC-E078 11 20
Fireworks Exclusion	NIAC-E11 GL 09 19
Fireworks Exclusion	NIAC-E11 SSP 09 19
Lead Liability - Exclusion	NIAC-E120 09 19

If coverage is bound as quoted, the forms shown on the index will be attached to the policy.
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**NONPROFITS INSURANCE ALLIANCE
OF CALIFORNIA (NIAC)**

www.insurancefornonprofits.org

**INDEX OF FORMS THAT WILL BE ATTACHED TO
THE POLICY IF COVERAGE IS BOUND**

Q1-2023-68836

INSURED: Golden Charter Academy

FORM NUMBER/EDITION DATE

LIABILITY FORMS AND ENDORSEMENTS

Firearms Sublimit Endorsement	NIAC-E123 09 19
Disciplinary Action	NIAC-E125 11 19
AI - Designated Person or Organization (ET)	NIAC-E131 ISC 05 20
Blood Testing Exclusion	NIAC-E15 09 20
Communicable Disease - Exclusion	NIAC-E180 GL 01 21
Communicable Disease - Exclusion	NIAC-E180 ISC 01 21
Communicable Disease - Exclusion	NIAC-E180 LL 01 21
Communicable Disease - Exclusion	NIAC-E180 SSP 01 21
Discrimination Exclusion	NIAC-E195 GL 05 21
Asbestos Exclusion	NIAC-E22 09 19
Additional Insured - Designated Person or Organization	NIAC-E25 12 15
Waiver of Transfer of Rights of Recovery Against Others	NIAC-E26 11 17
Property Damage to Personal Property in the Care, Custody or Control of the Insured	NIAC-E28 01 99
Cyber Incident - Exclusion	NIAC-E282 GL 12 21
Cyber Incident - Exclusion	NIAC-E282 SSP 12 21
Employee Personal Auto Reimbursement	NIAC-E29 12 09
Social Service Professional Liability Coverage Form	NIAC-E32 01 17
Mold, Fungus Exclusion	NIAC-E33 GL 09 19
Mold, Fungus Exclusion	NIAC-E33 SSP 09 19
Construction and Conversion Exclusion	NIAC-E34 09 18
Anti-Stacking Condition	NIAC-E342 GL 08 22
Anti-Stacking Condition	NIAC-E342 ISC 08 22
Anti-Stacking Condition	NIAC-E342 SSP 08 22
Nuclear, Chemical and Biological Hazard Exclusion	NIAC-E42 GL 09 19
Nuclear, Chemical and Biological Hazard Exclusion	NIAC-E42 SSP 09 19
Trampoline Bounce House Exclusion	NIAC-E5 07 15
Liberalization - GL, SSP, EBL	NIAC-E56 01 17
Liberalization - ISC	NIAC-E57 02 12
Liberalization - LL	NIAC-E59 02 12
Volunteer Medical Payments	NIAC-E60 07 12
Additional Insured - Primary and Non-Contributory Endorsement for Public Entities	NIAC-E61 02 19
Fundraiser and Event Endorsement	NIAC-E70 03 19
Other Insurance - Coverage C	NIAC-E72 01 17
Mental Anguish Endorsement	NIAC-E74 03 14
Improper Sexual Conduct and Physical Abuse Liability Coverage Form	NIAC-ISCET 05 20
Nonprofits' OWN Enhancement Endorsement	NIAC-NPO-001 05 20
Improper Sexual Conduct and Physical Abuse Exclusion	NIAC-X1 06 18

AUTO FORMS AND ENDORSEMENTS

If coverage is bound as quoted, the forms shown on the index will be attached to the policy.
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**INDEX OF FORMS THAT WILL BE ATTACHED TO
THE POLICY IF COVERAGE IS BOUND
Q1-2023-68836**

INSURED: Golden Charter Academy

FORM NUMBER/EDITION DATE

AUTO FORMS AND ENDORSEMENTS

Business Auto Coverage Form	CA 00 01 10 13
California Changes	CA 01 43 05 17
Waiver of Transfer of Rights of Recovery Against Others to us (Waiver of Subrogation)	CA 04 44 10 13
Employee Hired Autos	CA 20 54 10 13
Fellow Employee Coverage	CA 20 55 10 13
Exclusion of Terrorism - Auto	CA 23 84 10 13
Exclusion of Terrorism - Auto - Involving Nuclear, Biological or Chemical Terrorism	CA 23 85 10 13
Rental Reimbursement Coverage	CA 99 23 10 13
Employees as Insureds	CA 99 33 10 13
Social Service Agencies - Volunteers as Insureds	CA 99 34 10 13
Communicable Disease - Exclusion	NIAC-E180 BA 01 21
Anti-Stacking Condition	NIAC-E342 BA 08 22

If coverage is bound as quoted, the forms shown on the index will be attached to the policy.
Additional coverages and/or exclusions may be added at the time of issuance.

**COMMERCIAL GENERAL LIABILITY
CG 22 71 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLLEGES OR SCHOOLS (LIMITED FORM)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to the operation of any college or school by you or on your behalf, the following provisions apply:

- A.** With respect to the transportation of students, Exclusion **g.** of Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or hired by any insured. For the purpose of this exclusion, the word hired includes any contract to furnish transportation of your students to and from schools.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or hired by any insured.

- B.** The following exclusions are added to **Section I – Coverage A – Bodily Injury And Property Damage Liability** and **Section I – Coverage B – Personal And Advertising Injury Liability**:

- 1.** If the college or school owns or operates an infirmary with facilities for lodging and treatment or a public clinic or hospital, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" caused by:

- a.** The rendering of or failure to render:

- (1)** Medical, surgical, dental, X-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;

- (2)** Any health or therapeutic service, treatment, advice or instruction; or

- (3)** Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.

- b.** The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or

- c.** The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

- 2.** This insurance does not apply to "bodily injury" to any person arising out of practicing for or participating in any sports or athletic contest or exhibition if there is no direct management, organization or supervision of such sports or athletic contest or exhibition by any insured.

Paragraphs **B.1.** and **B.2.** apply even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph **B.1.** or **B.2.** as applicable.

- C.** The following exclusion is added to **Section I – Coverage C – Medical Payments**:

We will not pay expenses for "bodily injury" to your student.

- D.** **Section II – Who Is An Insured** is amended to include as an insured any of the following but only with respect to their duties in connection with the positions described below:

- 1.** Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution;
- 2.** Any of your board members or commissioners if you are a public board or commission; or
- 3.** Any student teachers teaching as part of their educational requirements.



Questions and Answers Regarding Charitable Risk Pools and NIAC

What is NIAC's mission?

Our mission at Nonprofits Insurance Alliance of California (NIAC) is to serve 501(c)(3) tax-exempt nonprofit organizations by providing a stable source of reasonably-priced liability insurance tailored to the specialized needs of the nonprofit sector, and to assist these organizations to develop and implement successful loss control and risk management programs. NIAC is a member of the Nonprofits Insurance Alliance Group.

How is NIAC different?

NIAC is the first organization to qualify as a “charitable risk pool” under federal law. Such a designation confers on NIAC its own 501(c)(3) nonprofit tax-exempt status. We aren’t just a “program” of an insurance company that specializes in nonprofits -- insuring nonprofits is our entire mission. We are the insurer and we are governed by nonprofits themselves. We cater to 501(c)(3) nonprofits' unique insurance needs with insurance for the wide range of nonprofit activities including special events (including liquor liability), volunteers, non-owned hired auto, counselors, social workers, and many others.

NIAC is governed by a board of directors elected by its member nonprofits. Eight board members are representatives of NIAC's member nonprofits, and other board members are elected for their expertise in insurance, finance, law or business.

Who qualifies for NIAC insurance?

NIAC provides liability coverage only for 501(c)(3) nonprofit organizations operating exclusively in California.

How is insurance obtained?

NIAC is charitable risk pool governed by 501(c)(3) nonprofit organizations. Applications for insurance from NIAC must be made through an insurance broker.

What coverages does NIAC offer?

NIAC offers liability insurance for nonprofits across California.

What is NIAC's A.M. Best Rating?

NIAC is rated A (Excellent) VIII by A.M. Best. According to A.M. Best, “The rating recognizes the Group’s excellent capitalization and operating performance, strong management, and effective niche market strategy. It also considers the companies’ strategic roles and the benefits they derive as part of the Nonprofits Insurance Alliance Group.’

Are NIAC’s financials available for review?

Yes. NIAC’s current audited financials are available for review at www.insurancefornonprofits.org.

How is NIAC organized?

Operating under Section 5005.1 of the California Corporations Code, NIAC is a nonprofit public benefit corporation, exempt from federal tax under section 501(c)(3). NIAC began operations in 1989. NIAC is rated, A (Excellent) VIII by A.M. Best.

NIAC is a member-governed nonprofit public benefit corporation. NIAC is part of a group of affiliated companies including the Alliance of Nonprofits for Insurance, Risk Retention Group (ANI) serving nonprofits outside California, the National Alliance of Nonprofits for Insurance, a captive reinsurer, and Alliance Member Services, a management company. All of these related organizations are 501(c)(3) tax-exempt charities with independent, but related, boards of directors which share financial information, and which retain governance authority for their individual organizations in the Nonprofits Insurance Alliance Group.

NIAC serves a broad array of 501(c)(3) nonprofit organizations such as boys and girls programs, animal rescue operations, group homes, senior organizations, theater groups, food banks, community groups and others. Today, nonprofits are facing cutbacks in government funding, grants and contributions while the need for their services is increasing. We are proud to be associated with the organizations that make up this important sector and do our best to support their efforts by providing them with appropriate insurance coverages and risk management tools to protect their organizations and their clients.

What is a charitable risk pool?

NIAC is part of the “alternative” insurance marketplace. The alternative market includes options such as self-insurance, risk pools, risk retention groups, captive insurance companies and others. A fast-growing sector, it is estimated that more than fifty percent of total commercial property and casualty premiums are now part of the alternative insurance market. This sector has grown dramatically over the course of the past 28 years and the traditional insurance market sometimes causes unnecessary doubt about the viability of these organizations because we are a threat to the status quo. Below we have provided some answers to questions that we believe are appropriate to ask of any insurance

company, whether traditional or alternative. We also have included a question specific to charitable risk pools, of which NIAC is one. If you have additional questions please feel free to call Pamela Davis, president and CEO, at 831-621-6018 or email her at pdavis@insurancefornonprofits.org.

What commission is paid to brokers?

Part of NIAC's mission is to demystify the insurance purchase for nonprofit organizations and to help them better understand where their insurance dollars go. One part of the insurance transaction is the commission that NIAC pays to the insurance brokers. NIAC pays different commission rates to brokers based on the amount of premium they place with us. Why would we do this?

We do this because brokers who work with us more frequently are much more familiar with our special applications and the coverages we offer. Those brokers who work with us infrequently on a few small nonprofits, usually require significant additional time from our staff to answer questions and complete the application and renewal process. Some insurance carriers simply refuse to work with brokers unless they have a "book" of many hundreds of thousands or even \$1 million in premium from nonprofit business. We believe it is in the best interests of our member-nonprofits for NIAC to work with a broad spectrum of local brokers so that nonprofits have a wide variety of choice. However, to work with these brokers efficiently, we find that we need to offer the brokers who are less familiar with our company a lower commission.

Despite these varying commission rates, the premium you pay to us will be the same regardless of the commission we pay the broker. The price will not be more because we are paying the broker 15% or be less because we are paying the broker 10%. The difference in the fees is simply to account for the different administrative burden on NIAC.

Are NIAC Members assessable?

No. NIAC is a nonassessable entity. This means that nonprofits will never be asked to pay special fees above and beyond the premium for their insurance.

Does NIAC have protection for large claims?

Yes. Like commercial insurance companies, NIAC maintains a conservative surplus ratio and purchases "reinsurance" to cover large claims. NIAC purchases reinsurance from a group of highly rated reinsurers for claims in excess of \$700,000 (including defense and indemnity).

What special advantages does NIAC bring to the nonprofit sector?

NIAC has demonstrated that nonprofits are better than average liability risks but are often improperly evaluated and priced by the commercial insurance market. Because of NIAC extensive database about nonprofits' insurance risks, we can price nonprofits appropriately for their individual risk. We have shown that, by working together, nonprofits can gain

control of this important financial service, save money, stabilize product and pricing, and develop and implement valuable risk management tools to the benefit of the entire nonprofit sector. Sometimes commercial carriers will compete for nonprofit business and offer cheap rates during “soft markets,” but commercial insurers do not have the same commitment that NIAC does to provide stable prices.

So what do NIAC nonprofit insureds get by being insured by NIAC?

As a 501(c)(3) tax-exempt nonprofit itself, NIAC brings to nonprofits the confidence of knowing that they are insured by a company that is exclusively dedicated to the well-being of the nonprofit sector. NIAC provides “inspired service” to nonprofits and their brokers—including full and fair coverage of claims and excellent loss control services. We represent the best of nonprofits working together. A member of the Nonprofits Insurance Alliance Group, whose companies together insure more than 17,000 nonprofits, NIAC is part of, and accountable to the nonprofits it insures. Its founder, president and CEO, Pamela Davis, takes this accountability seriously. Call her direct line at 831-621-6018 with any questions. She and her staff are passionate about the nonprofit sector and the work of the companies in the Nonprofits Insurance Alliance Group and available to answer any questions you have.



A Head for Insurance. A Heart for Nonprofits.

Quick Premium Billing/Payment and Commission Reference Sheet

Two Billing Options are Available:

Direct Bill Payment Plan:

The payment plan consists of nine installments billed over nine consecutive months. Installments are as follows:

- 20% of the annual premium due from policy issuance date billed on the first Member Statement.
- 8 monthly installments each equal to 10% of the annual premium.
- A simple interest charge equivalent to 3.00% APR will be applied each month to any unpaid balance (excluding Property and Accident premiums).
 - **EXAMPLE:** \$5,000 in total premium would have a down payment of \$1,000 with 8 installments of \$500. Total annual interest of \$45 would be charged if minimum premium payments were made each month.

Commissions paid to agency in full after the 20% down payment is received.

*Please note: any changes in premium will adjust the monthly installment amount. Alternately, the full balance can be paid at any time.

Agency Bill Payment Plan:

- Net balance due within 30 days of policy issuance.
- Billing Invoices are emailed to broker contact assigned to the account.

Paying Premium Online

Brokers and nonprofit clients can make payments online on our secure broker or member website. For Agency billed accounts multiple invoices can be paid at once online. For Direct billed accounts your clients can easily make a payment by going to the "Make a Payment" page of the member secure website.

Commission EFT Transfer

We prefer to process commission payments through Electronic Funds Transfer. To set this up simply log-in to the NIAC broker secure area on our website then go to the Summary tab of the Broker Overview page and supply your banking information for this quick and easy way to receive future commission payments.

*Please note: only broker contacts with a designated role of "Administrator" will be able to access this function.

Also, please designate an Accounts Receivable contact to receive email confirmation of EFT payments. Details for current and past commission payments are also available for your review at any time on the NIAC broker secure website by going to the Direct Bill tab of the Broker Overview page.



A Head for Insurance. A Heart for Nonprofits.

NIAC PROPERTY ENHANCEMENT ENDORSEMENT

We encourage our members to buy the NIAC Property Enhancement Endorsement to obtain valuable coverage at a low cost. If you have any questions about the coverages provided, please contact your insurance broker. Here is a brief summary of the endorsement features:

Accounts Receivable at the Described Premises	\$100,000
Accounts Receivable NOT at the Described Premises	\$100,000
Arson or Vandalism Reward for Information	\$5,000
Business Income	Period of Restoration Increased to 18 Consecutive Months
Business Income from Dependent Properties	\$50,000
Business Income Ordinary Payroll	Includes Officers, Executives, and Managers
Business Income Ordinary Payroll	Period of Restoration Increased to 120 Days
Coverage to the Undamaged Portion of the Building	25% of Building or \$150,000 whichever is less
Earthquake Sprinkler Leakage	\$10,000
Electronic Data	\$25,000
Extra Income Expense	Period of Restoration Increased to 18 Consecutive Months
Fire Department Service Charge	\$25,000
Fire Extinguisher Systems Recharge Expense	\$25,000
Increased Cost of Construction	25% of Building or \$150,000 whichever is less
Interruption of Computer Operations	\$25,000
Interruption of Utility Services or off-Premises Power Failure-Loss or Damage	\$25,000
Interruption of Utility Services or off-Premises Power Failure-Time Element	\$25,000
Lock and Key Replacement	\$2,500
Newly Acquired or Constructed Property	90 days
Newly Acquired or Constructed Property	\$1,000,000 each Building
Newly Acquired or Constructed Property	\$250,000 Business Personal Property
Outdoor Property	\$50,000
Outdoor Property – Plants	\$1,000 each / \$10,000
Outdoor Property – Signs	\$25,000
Personal Effects at the Described Premises	\$25,000
Personal Property off Premises	\$250,000
Pollutant Clean up and Removal Coverage	\$25,000
Spoilage	\$25,000
Valuable Papers and Records at the Described Premises	\$100,000
Valuable Papers and Records NOT at the Described Premises	\$100,000
Water Damage	\$35,000



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Also, please designate an Accounts Receivable contact to receive email confirmation of EFT payments. Details for current and past commission payments are also available for your review at any time on the secure broker website by going to the Direct Bill tab of the Broker Overview page.



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OF CALIFORNIA (NIAC)**

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**PROPERTY
RENEWAL
QUOTATION
Q1-2023-68836-PROP**

Insured: (68836) Golden Charter Academy 1626 W Princeton Ave. Fresno, CA 93705	
Proposed Effective Date:	06/01/2023

Producer: (02142) Hub International Ins. Services, Inc. 548 W. Cromwell Ave. Ste. 101 Fresno, CA 93711-5714	
Deductible:	\$500
Broker Commission:	10%

Businessowners Coverage Form

<p>GENERAL CONDITIONS</p> <ul style="list-style-type: none"> • See the attached Index of Forms. • For coverages not quoted, contact your Underwriter. • A written request to bind coverage must be submitted to our office prior to the proposed effective date. Please use the bind order checklist located on the secure broker website to bind coverage. • Monoline property coverage is not available. Property coverage can only be written in conjunction with General Liability. • The attached Terrorism Disclosure MUST be delivered to the nonprofit agency.
<p>SPECIAL CONDITIONS</p> <p>>Quoted per expiring at \$250,000 BPP. Please confirm if renewal property acord is correct at \$25,000 as I think this may have been a typo.</p> <p>>Crime Acord was left blank. Need this completed and to be sure to include the # of money handlers prior to binding. No Property or Crime coverage applied for Loc. 2 at 894 W. Belmont Ave., Fresno, CA as requested. Premium may be subject to change upon receipt and review of updated information.</p>
<p>OPTIONAL BUSINESSOWNERS ENHANCEMENT ENDORSEMENT</p> <p>This form broadens the Businessowners Coverage Form. Please indicate on the bind order checklist if you <u>do not</u> want this coverage bound.</p>

**THE COVERAGE OFFERED IN THIS QUOTATION MAY DIFFER FROM THAT REQUESTED IN THE APPLICATION.
FAILURE TO PROVIDE THE REQUESTED COVERAGE SHALL IMPOSE NO LIABILITY ON NONPROFITS
INSURANCE ALLIANCE OF CALIFORNIA (NIAC).**

Underwriter: Danielle Schlosser
Email: dschlosser@insurancefornonprofits.org
Direct Phone: (831) 621-6011
Direct Fax: (831) 459-0853
(800) 359-6422, Ext. 6011

Underwriting Asst. : Paola Del Negro
Email: pdelnegro@insurancefornonprofits.org
Direct Phone: (831) 621-6024
Direct Fax: (831) 621-6132
(800) 359-6422, Ext. 6024

Property Premium:	\$2,338
Optional Property Endorsement:	\$125
Terrorism Coverage (Certified Acts):	\$7
<hr/>	
Annual Premium <u>with</u> Terrorism (Certified Acts):	\$2,470
Annual Premium <u>without</u> Terrorism (Certified Acts):	\$2,466
(includes Fire Following terrorism coverage - Not Optional)	

* The MP for the BOP policy is \$250 and the MP for the Enhancement Endorsement is \$15. The premium for terrorism (if bound) is included within the BOP MP.

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**NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA
SCHEDULE OF PROPOSED COVERAGES AND LIMITS**

Q1-2023-68836-PROP

Control Number: 68836
 Insured: Golden Charter Academy

Loc	Bldg	Coverage	Address	Class Code	New Limit	Premium
1	1	Business Personal Property	1626 W Princeton Ave.	67513	\$250,000	\$1,252
		Equipment Breakdown	Fresno, CA 93705		Incl. *	\$218
		Money & Securities - On Prem.			\$50,000	\$338
		Earthquake Sprinkler Leakage			\$250,000	\$168
		Employee Dishonesty (1 Locations)			\$50,000	\$362
		Forgery & Alteration			\$50,000	Incl.
Subtotal:						\$2,338
		Businessowners Enhancement Endorsement				\$125
Total Premium Not Including Terrorism:						\$2,463

* The policy property deductible applies to Equipment Breakdown Coverage.



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**INDEX OF FORMS THAT WILL BE ATTACHED TO
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Q1-2023-68836-PROP

INSURED: Golden Charter Academy

FORM NUMBER/EDITION DATE

LIABILITY FORMS AND ENDORSEMENTS

California Changes	BP 01 55 02 20
Disclosure Pursuant to Terrorism Risk Insurance Act	BP 05 15 12 20
Sprinkler Leakage - Earthquake Extension (OPTIONAL - California only)	BP 10 10 07 02
Cyber Incident Exclusion	BP 15 60 02 21
Businessowners Coverage Form	NIAC-BOP-000 01 16
BOP Enhancement Endorsement	NIAC-BOP-002 05 20
Include Volunteer Workers As Employees	NIAC-BOP-004 01 16
International Trade or Economic Sanctions	NIAC-BOP-005 01 16
Cap on Losses from Certified Acts of Terrorism	NIAC-BOP-009 01 16
Exclusion of Other than Certified Acts of Terrorism	NIAC-BOP-021 01 16
Nuclear, Chemical, Biological, and Radioactive Exclusion - With or Without Terrorism	NIAC-BOP-NCBR 01 16
Member Criteria	NIAC-E003 BOP 08 20

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Coversheet

Financial Warrants

Section: II. Consent Agenda
Item: G. Financial Warrants
Purpose: Vote
Submitted by:
Related Material: Apr 2023-GCA-Board Summary.pdf



Golden Charter Academy

Monthly Financial Presentation – April 2023

April Highlights

Highlights

- P-2 ADA **231.95**, cuts revenue (\$20K) from budget.
- Goal surplus for 2022/23: \$800K range (18%) should stabilize cashflow in Year 3.
- Ending fund balance forecast **\$1 million +** with federal support (PCSGP and ESSER III).
- Cash ended month **\$475K**.

Compliance and Reporting

- 2023/24 LCAP and budget presented for review and approval in June.
- SB740 application was completed in May.

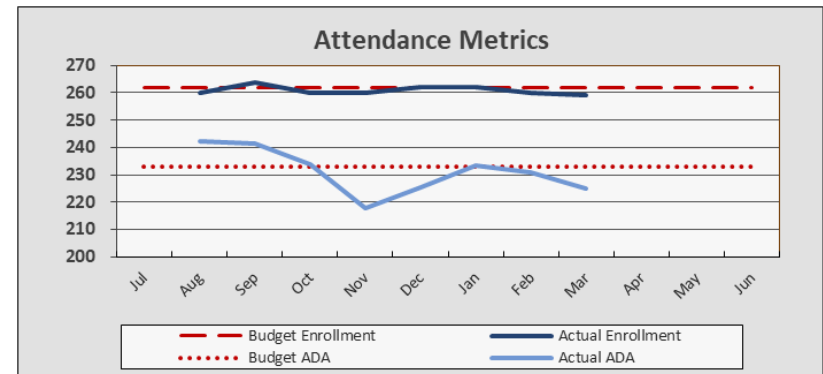


Attendance Data and Metrics

Enrollment and Per Pupil Data

Enrollment & Per Pupil Data			
	<u>Actual</u>	<u>Forecast</u>	<u>Budget</u>
Average Enrollment	261	264	264
ADA	232	232	233
Attendance Rate	88.9%	87.9%	88.3%
Unduplicated %	90.8%	90.8%	90.8%
Revenue per ADA		\$22,450	\$22,979
Expenses per ADA		\$19,173	\$19,100

Attendance Metrics



P-2 ADA 231.95, down 1 from P-1 233.

Attendance remained low between 87%-89% during Jan-Mar.

Rolling UPP 90.83%.

LCFF is calculated at \$14,189 per ADA.

Revenue

- **April Updates**
 - **Forecast food revenue and expense reduced (revenue \$85K).**
 - **LCFF cut (\$20K) due to reduced ADA/UPP.**
 - **PCSGP forecast cut (\$340K) due to lack of eligible expenses – impact of changes net zero.**
 - **ESSER III increased \$88K to maintain services.**

Revenue

	<i>Year-to-Date</i>			<i>Annual/Full Year</i>		
	Actual	Revised Budget	Fav/(Unf)	Forecast	Revised Budget	Fav/(Unf)
State Aid-Rev Limit	\$ 2,118,317	\$ 2,250,164	\$ (131,847)	\$ 3,291,198	\$ 3,311,280	\$ (20,082)
Federal Revenue	643,501	418,408	225,093	834,801	945,646	(110,844)
Other State Revenue	196,749	194,728	2,021	581,023	601,866	(20,843)
Other Local Revenue	500,340	172,221	328,119	500,340	497,221	3,119
Total Revenue	\$ 3,458,907	\$ 3,035,522	\$ 423,385	\$ 5,207,362	\$ 5,356,013	\$ (148,651)

Revenue – Grant Planning

- **April Updates**
 - **ESSER III - \$288K forecast 2022/23, potentially stretched to 2023/24.**
 - **Arts, Music and Instructional Materials – \$113,459 through 6/26, plan required before utilizing funds.**
 - **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	\$ 288,399	\$ -	\$ -	\$ -
PCSGP (potential extension \$340K)	\$ 65,092	\$ 200,000	\$ -	\$ -	\$ -
One-Time Funding plan	\$ 501,482	\$ 509,876	\$ 115,481	\$ 115,481	\$ 115,481



Expenses

- **April Updates**
 - **Expenses net near budget, potentially grant funded:**
 - **Salaries and benefits – net below budget +\$48K.**
 - **Supplies – Forecast food revenue and expense reduced (expenses \$15K).**
 - **Operations – increased janitorial/maintenance.**
 - **Professional Services – increase PD and fundraising.**

	<i>Year-to-Date</i>			<i>Annual/Full Year</i>		
	Actual	Revised Budget	Fav/(Unf)	Forecast	Revised Budget	Fav/(Unf)
Expenses						
Certificated Salaries	\$ 865,408	\$ 875,979	\$ 10,572	\$ 975,742	\$ 986,313	\$ 10,572
Classified Salaries	864,346	832,646	(31,700)	993,693	961,993	(31,700)
Benefits	285,173	354,510	69,337	357,550	427,032	69,482
Books and Supplies	574,137	579,544	5,407	670,683	710,700	40,017
Subagreement Services	216,991	307,569	90,577	436,898	427,047	(9,851)
Operations	153,522	165,131	11,610	226,957	204,657	(22,300)
Facilities	151,522	148,470	(3,052)	180,201	179,572	(629)
Professional Services	378,779	344,665	(34,114)	489,614	440,606	(49,009)
Depreciation	45,823	45,024	(799)	55,103	53,771	(1,333)
Interest	56,648	55,920	(728)	60,815	60,087	(728)
Total Expenses	\$ 3,592,350	\$ 3,709,459	\$ 117,109	\$ 4,447,257	\$ 4,451,778	\$ 4,521

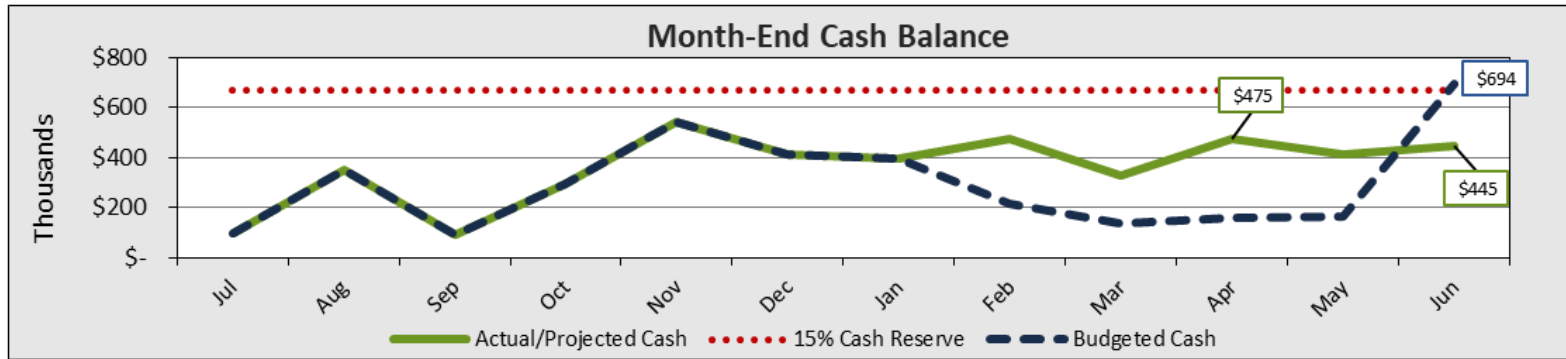
Surplus / (Deficit) & Fund Balance

- Ending fund balance forecast **\$1 million+**, 23%, should stabilize 2023/24 cashflow.

	Year-to-Date			Annual/Full Year		
	Actual	Revised Budget	Fav/(Unf)	Forecast	Revised Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ (133,443)	\$ (673,937)	\$ 540,494	\$ 760,105	\$ 904,235	\$ (144,130)
Beginning Fund Balance	<u>249,423</u>	<u>249,423</u>		<u>249,423</u>	<u>249,423</u>	
Ending Fund Balance	<u>\$ 115,980</u>	<u>\$ (424,514)</u>		<u>\$ 1,009,528</u>	<u>\$ 1,153,658</u>	
<i>As a % of Annual Expenses</i>	2.6%	-9.5%		22.7%	25.9%	

Cash Balance

- Current cash is **\$475K**.
- Facility development deposits forecast (\$284K) pending actual expenses.
- 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
FINANCE	Jun-02	SB 740 Charter School Facility Grant Program applications (Continuing Schools) - The 2023/24 Online Application opened April 17th. Late applications will NOT be accepted. The SB740 Program is intended to provide grants to charter schools to assist with facilities' rent and lease costs associated with the school. Each year applicants must submit a new Application and the Authority will determine eligibility on an annual basis. Charter schools must also meet the FRPM Eligibility requirements each year.	Charter Impact	No	Yes	http://www.treasurer.ca.gov/csfa/csfgp/index.asp
FINANCE	Jun-09	Consolidated Application (ConApp) reporting - Winter - The ConApp is used by the CDE to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. The winter release is submitted in January of each year and contains the LEA's entitlements for each funded program.	Charter Impact with GCA support	No	No	https://www.cde.ca.gov/fg/aa/co/cars.asp
FINANCE	Jun-25	Certification of the Second Principal Apportionment - The Principal Apportionment includes funding for the Local Control Funding Formula, which is the primary source of an LEA's general purpose funding; Special Education (AB 602); and funding for several other programs. The Second Principal Apportionment (P-2), certified by June 25, is based on the second period data that LEAs report to CDE in April and May. P-2 supersedes the P-1 Apportionment calculations and is the final state aid payment for the fiscal year ending in June.	FYI	No	No	https://www.cde.ca.gov/fg/aa/pa/
FINANCE	Jun-30	Local Control and Accountability Plan - The LCAP is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs. The components of the LCAP for the 2023-2024 LCAP year must be posted as one document assembled in the following order: LCFF Budget Overview for Parents Plan Summary Engaging Educational Partners Goals and Actions Increased or Improved Services for Foster Youth, English Learners, and Low-income students Action Tables Instructions The LCAP must be presented at the same public meeting as the budget, preceding the budget hearing. LCAP and budget adoption must be at least 1 day after the public hearing.	GCA with Charter Impact support	Yes	No	https://www.cde.ca.gov/re/lc/
FINANCE	Jun-30	Submit Preliminary Budget Plan to Authorizer - Charter Schools are required to submit their annual budgets to their authorizer by the authorizer-imposed deadline. Authorizers then use the budget to determine if the Charter School has reasonable financial health to sustain operations. The budget must be presented at the same public meeting as the LCAP, following the budget hearing. LCAP and budget adoption must be at least 1 day after the public hearing.	Charter Impact	Yes	No	https://www.cde.ca.gov/fg/sf/fr/calendar22district.asp
FINANCE	Jun-30	Education Protection Account (EPA) spending plan - The governing board is required to approve a spending plan for EPA funds prior to recording allocable expenses for the year. This approval is not required by June 30th but is commonly approved during the annual budget adoption meeting for the upcoming year.	Charter Impact	Yes	No	https://www.cde.ca.gov/fg/aa/pa/pafaqa.asp
FINANCE	Jun-30	School Nutrition Application Due for Community Eligibility or Provision 2 - School Nutrition Program Provisions 1, 2, 3, and the Community Eligibility Provision are alternative ways for local educational agencies to claim student meals. Provisions are methods for reducing paperwork and other administrative burdens at the local level by simplifying the traditional operating procedures for meal eligibility and meal counting. Schools must apply to participate in Provisions and receive approval from the California Department of Education (CDE) prior to implementation.	GCA	No	No	https://www.cde.ca.gov/ls/nu/sn/cep.asp https://www.cde.ca.gov/ls/nu/sn/provisions.asp



Compliance Deadlines (next 60 days)

Area	Due Date	Description	Completed By	Board Must Approve	Signature Required	Additional Information
DATA	Jun-30	Principal Apportionment Data Collection - End-of-Year ADA data must be reconciled and submitted to Charter School authorizers for funding purposes. All attendance data collected from the first day of school to June 30 must be included in this submission. Due dates may vary and are prescribed by the schools' authorizer. The Principal Apportionment includes funding for the Local Control Funding Formula, which is the primary source of an LEA's general purpose funding; Special Education (AB 602); Expanded Learning Opportunities Program; and funding for several other programs. The Principal Apportionment is a series of apportionment calculations that adjust the flow of state funds throughout the fiscal year as information becomes known.	Charter Impact with GCA support	No	Yes	https://www.cde.ca.gov/fg/aa/pa/index.asp
DATA	Jun-30	English Language Proficiency Assessment - Students must be reclassified as fluent English proficient (RFEP) on or before 6/30 per the school's reclassification criteria. Reclassification is the process whereby a student is reclassified from English learner (EL) status to Fluent English Proficient (RFEP) status. Reclassification can take place at any time during the academic year, immediately upon the student meeting all the criteria. General information on how to setup, monitor and report students' RFEP status can be found at the website within the Notes column.	GCA with Charter Impact support	No	No	https://www.cde.ca.gov/sp/el/rd/
OPERATIONS	Jun-30	Approve school calendar and instructional minutes - 180/175 days charter schools and are allowed to shorten instructional year by 5 days without fiscal penalty. Kindergarten ~ 600 hours; Grades 1-3 ~ 840 hours; Grades 4-8 ~ 900 hours; Grades 9-12 ~ 1080 hours	GCA with Charter Impact support	Yes	No	https://www.cde.ca.gov/fg/aa/pa/lcffitfaq.asp
FINANCE	Jun-30	Executive School Leadership Review Evaluation – The board of directors is responsible for hiring and establishing the compensation (salary and benefits) of the executive director by identifying compensation that is "reasonable and not excessive". The board conducting the review should document who was involved and the process used to conduct the review, as well as the disposition of the full board's decision to approve the executive director's compensation (minutes of a meeting are fine for this). The documentation should demonstrate that the board took the comparable data into consideration when it approved the compensation.	GCA	Yes	No	<u>This is an IRS requirement for Executive Director positions.</u> <u>If needed, Charter Impact can provide data on comparable salaries for your organization's Board of Directors.</u>
GOVERNANCE	Jun-30	Review your Homeless Education Policy - A Homeless Education Policy is used to ensure that your school is compliant with key provisions of the Education for Homeless Children and Youths Act. It is also used to collect the contact information for your required designated homeless liaisons at your school. All schools are required to establish a board approved Homeless Education Policy.	GCA	No	No	https://www.cde.ca.gov/sp/hs/cy/strategies.asp
GOVERNANCE	Jun-30	Review your Parental Involvement Policy - Every local educational agency (LEA) in California must have a parental involvement policy: Federal requirement (LEAs accepting Title I funds). State requirement (California Education Code [EC] for non-Title I schools. Parents must be involved in how the funds reserved for parental involvement will be allocated for parental involvement activities. Keep minutes and sign-in sheets documenting these discussions. The California Department of Education (CDE) reviews the Consolidated Application and Reporting System (CARS) to see if the required reservation has been made.	GCA	Yes	No	https://www.cde.ca.gov/sp/sw/t1/parentfamilyinvolve.asp
FINANCE	Jul-14	Federal Stimulus Reporting - Local educational agencies (LEAs) are required to report to the California Department of Education (CDE) on funds received through the CARES Act, the CRRSA Act, and the ARP. (ESSER I, GEER, ESSER II, ESSER III). LEAs are required to report status of funds for the period April 1, 2023- June 30, 2023.	Charter Impact with GCA support	No	No	https://www.cde.ca.gov/fg/cr/reporting.asp
FINANCE	Jul-31	Comprehensive Support and Improvement (CSI) Expenditure Reporting - 2022 Report 1 and 2021 Report 4 - Actual expenditures for each performance period within the grant period shall be reported to the California Department of Education (CDE) as part of regular grant management and administration.	Charter Impact with GCA support	No	No	https://www.cde.ca.gov/sp/sw/t1/csilegrantprpt.asp
FINANCE	Jul-31	Federal Cash Management - Period 1 - The Title I, Part A; Title I, Part D, Subpart 2; Title II, Part A; Title III LEP; Title III Immigrant; and Title IV programs under the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the ESSA, will utilize the Federal Cash Management program. Charter schools that are awarded a grant under any of these programs must submit the CMDC report for a particular quarter in order to receive an apportionment for that quarter; CDE will apportion funds to LEAs whose cash balance is below a certain threshold.	Charter Impact	No	No	https://www.cde.ca.gov/fg/aa/cm/
FINANCE	Jul-31	Public Charter School Grant Program and Dissemination Grant Program - Qtr 4 - The California Public Charter Schools Grant Program (PCSGP) Quarterly Expenditure Report (QER) is the accountability document that reflects the dollar amount spent towards work plan activities. A QER is due to the California Department of Education's Charter Schools Division within 30 days of each respective quarter.	Charter Impact	No	Yes	https://www.cde.ca.gov/sp/cs/re/pcsgp.asp
FINANCE	Jul-31	PENSEC Pupil Estimates for New and Significantly Expanding Charters - Charter schools in their first year of operation that begin instruction by September 30th, and continuing charter schools that are expanding by adding one or more grade levels, may apply for a special advance on their funding for LCFF State Aid and EPA State Aid, and potentially Federal funding. The special advance is based on estimated ADA and pupil counts.	Charter Impact	No	Yes	https://www.cde.ca.gov/fg/aa/pa/pensecinstr22.asp

Appendices

As of April 30, 2023

- 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

April 30, 2023

Presented by:



Golden Charter Academy

Monthly Cash Flow/Forecast FY22-23

Revised 05/30/2023

ADA = 231.95



	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	Revised Budget Total	Favorable / (Unfav.)
ADA = 233.08																
Revenues																
State Aid - Revenue Limit																
8011 LCFF State Aid	-	113,049	113,049	203,488	350,469	203,488	203,488	275,859	310,280	310,256	310,256	310,256	295,403	2,999,341	3,033,915	(34,573)
8012 Education Protection Account	-	-	-	8,517	-	-	8,517	-	-	17,833	-	-	11,523	46,390	46,616	(226)
8019 State Aid - Prior Year	-	-	-	-	-	-	-	-	-	24	24	24	24	96	-	96
8096 In Lieu of Property Taxes	-	-	-	-	-	-	-	-	-	-	-	41,094	204,276	245,371	230,749	14,621
	-	113,049	113,049	212,005	350,469	203,488	212,005	275,859	310,280	328,113	310,280	351,374	511,227	3,291,198	3,311,280	(20,082)
Federal Revenue																
8181 Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	29,069	29,069	29,069	-
8220 Federal Child Nutrition	-	-	-	26,558	25,682	18,122	15,143	13,525	33,249	21,386	21,000	21,000	-	195,664	260,000	(64,336)
8290 Title I, Part A - Basic Low Income	-	-	-	-	-	-	18,106	84,391	-	-	-	-	-	102,497	102,497	-
8291 Title II, Part A - Teacher Quality	-	-	-	-	-	-	-	-	-	-	2,293	-	6,879	9,172	9,172	-
8294 Title V, Part B - PCSG	-	-	-	-	-	-	114,496	-	-	12,924	-	-	72,580	200,000	334,908	(134,908)
8296 Other Federal Revenue	-	-	-	-	-	-	2,500	7,500	49,920	200,000	-	-	38,479	298,399	210,000	88,399
	-	-	-	26,558	25,682	18,122	150,245	105,416	83,169	234,310	23,293	21,000	147,007	834,801	945,646	(110,844)
Other State Revenue																
8311 State Special Education	-	-	-	-	-	-	-	-	35,350	35,350	35,350	35,350	37,387	178,787	179,658	(871)
8520 Child Nutrition	-	-	565	7,111	6,424	4,386	3,662	3,319	8,196	5,191	5,000	5,000	-	48,853	70,000	(21,147)
8545 School Facilities (SB740)	-	-	-	-	-	-	-	-	47,277	-	-	-	43,306	90,583	90,583	-
8550 Mandated Cost	-	-	-	-	-	3,124	-	-	-	-	-	-	-	3,124	3,124	-
8560 State Lottery	-	-	-	-	-	-	12,439	-	-	16,129	-	-	26,404	54,972	55,240	(268)
8598 Prior Year Revenue	-	-	-	-	-	-	6,784	1,442	-	-	-	-	-	8,226	6,784	1,442
8599 Other State Revenue	-	-	-	-	-	-	-	-	-	-	-	196,477	-	196,477	196,477	-
	-	-	565	7,111	6,424	7,510	22,886	4,761	90,823	56,670	40,350	236,827	107,097	581,023	601,866	(20,843)
Other Local Revenue																
8660 Interest Revenue	-	79	-	214	27	-	378	57	-	1,095	-	-	-	1,850	755	1,095
8689 Other Fees and Contracts	-	934	-	-	-	-	-	-	-	-	-	-	-	934	934	-
8699 School Fundraising	-	-	24	776	-	5,746	-	-	24	2,000	-	-	-	8,569	6,546	2,024
8980 Contributions, Unrestricted	10,000	-	-	-	3,986	150,000	-	325,000	-	-	-	-	-	488,986	488,986	-
	10,000	1,014	24	990	4,013	155,746	378	325,057	24	3,095	-	-	-	500,340	497,221	3,119
Total Revenue	10,000	114,063	113,638	246,664	386,589	384,866	385,513	711,093	484,295	622,188	373,923	609,201	765,331	5,207,362	5,356,013	(148,651)
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	750	72,561	71,133	71,133	70,186	72,987	69,400	72,841	73,026	67,242	71,106	-	-	712,367	712,574	208
1170 Teachers' Substitute Hours	4,650	525	3,763	3,150	1,050	3,150	1,852	1,139	1,575	-	2,400	-	-	23,254	27,740	4,486
1175 Teachers' Extra Duty/Stipends	-	-	-	-	4,360	600	-	5,682	-	4,809	2,400	-	-	17,851	14,560	(3,291)
1200 Pupil Support Salaries	-	5,589	5,809	-	12,610	13,010	12,960	6,414	12,610	9,512	12,610	-	-	91,124	100,419	9,295
1300 Administrators' Salaries	10,909	10,909	10,909	10,909	10,909	11,021	10,909	10,909	10,909	10,909	10,909	10,909	-	131,021	131,021	-
1900 Other Certificated Salaries	-	-	-	-	-	-	-	-	-	126	-	-	-	126	-	(126)
	16,309	89,584	91,614	85,192	99,115	100,768	95,122	96,985	98,121	92,598	99,425	10,909	-	975,742	986,313	10,572
Classified Salaries																
2100 Instructional Salaries	9,500	34,127	45,104	44,397	40,854	33,817	27,544	60,710	50,625	40,566	43,668	-	-	430,910	410,013	(20,898)
2200 Support Salaries	2,622	25,522	16,146	14,542	969	13,993	3,751	17,567	14,501	12,348	14,060	-	-	136,021	133,785	(2,236)
2300 Classified Administrators'	22,917	17,917	17,917	17,917	17,917	18,317	17,917	17,917	17,917	17,917	17,917	17,917	-	220,400	220,400	(0)
2400 Clerical and Office Staff Salaries	10,408	13,628	18,204	18,772	14,681	18,218	14,420	17,284	17,867	15,213	17,893	17,893	-	194,481	197,796	3,315
2900 Other Classified Salaries	-	-	-	-	-	-	-	5,176	3,816	2,889	-	-	-	11,880	-	(11,880)
	45,446	91,193	97,371	95,627	74,420	84,345	63,631	118,653	104,725	88,933	93,537	35,810	-	993,693	961,993	(31,700)
Benefits																
3101 STRS	3,482	16,657	16,518	14,446	16,871	17,675	16,993	17,050	17,614	16,409	19,563	2,146	-	175,425	182,178	6,753
3301 OASDI	2,654	5,286	5,908	5,736	4,772	5,042	3,840	7,274	6,386	5,215	5,773	2,210	-	60,094	59,370	(724)
3311 Medicare	872	2,574	2,694	2,576	2,417	2,602	2,221	3,049	2,869	2,503	2,833	686	-	27,897	28,106	209
3401 Health and Welfare	(4,445)	(1,107)	15,850	(3,572)	1,276	27,667	(4,596)	(5,421)	(1,287)	3,513	16,000	16,000	-	59,879	111,073	51,195
3501 State Unemployment	635	2,255	1,570	1,033	368	3,168	5,091	2,069	956	287	79	79	-	17,588	14,828	(2,761)
3601 Workers' Compensation	(2,165)	-	2,367	1,144	355	-	-	-	259	355	2,736	662	-	5,712	13,431	7,719
3901 Other Benefits	1,991	610	597	586	596	620	579	594	610	561	2,907	704	-	10,955	18,046	7,091
	3,024	26,274	45,503	21,949	26,655	56,774	24,128	24,615	27,407	28,843	49,890	22,487	-	357,550	427,032	69,482

Golden Charter Academy

Monthly Cash Flow/Forecast FY22-23

Revised 05/30/2023

ADA = 231.95



	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	Revised Budget Total	Favorable / (Unfav.)
Books and Supplies																
4100 Textbooks and Core Materials	-	-	-	-	-	-	-	481	553	-	-	-	-	1,034	-	(1,034)
4302 School Supplies	749	12,707	30,882	3,981	7,611	8,703	3,430	13,972	5,504	5,879	6,691	6,691	-	106,800	102,800	(4,000)
4305 Software	5,159	8,918	7,341	6,270	2,300	2,591	1,948	1,590	10,058	19,666	2,080	2,080	-	70,000	45,000	(25,000)
4310 Office Expense	3,372	3,391	5,340	9,136	6,041	6,999	3,422	13,257	5,311	18,135	5,298	5,298	-	85,000	70,000	(15,000)
4311 Business Meals	-	1,726	327	442	573	142	140	102	335	5,109	2,752	2,752	-	14,400	4,400	(10,000)
4400 Noncapitalized Equipment	-	6,478	80,113	1,064	1,993	7,687	3,765	2,209	404	3,883	5,452	5,452	-	118,500	198,500	80,000
4700 Food Services	-	102	58,573	29,263	34,182	21,374	(5,423)	26,094	10,659	48,125	26,000	26,000	-	274,949	290,000	15,051
	9,280	33,322	182,576	50,156	52,701	47,496	7,280	57,705	32,825	100,798	48,273	48,273	-	670,683	710,700	40,017
Subagreement Services																
5102 Special Education	-	-	-	-	-	413	1,421	48,494	688	3,022	37,386	37,386	-	128,808	129,679	871
5103 Substitute Teacher	-	-	103	6,852	6,192	-	8,043	4,969	5,243	510	-	-	-	31,912	21,190	(10,722)
5104 Transportation	-	-	2,577	28	2,904	-	-	-	-	-	53,596	53,596	-	112,700	112,700	-
5105 Security	155	(1,633)	1,191	2,255	1,395	1,208	158	1,855	1,407	1,811	1,100	1,100	-	12,000	12,000	-
5106 Other Educational Consultants	-	24,610	13,290	13,500	11,589	16,980	-	3,900	20,275	11,589	17,873	17,873	-	151,478	151,478	-
	155	22,978	17,161	22,634	22,080	18,600	9,622	59,219	27,612	16,932	109,953	109,953	-	436,898	427,047	(9,851)
Operations and Housekeeping																
5201 Auto and Travel	-	858	48	2,297	22	-	11	312	11	4,555	1,943	1,943	-	12,000	7,300	(4,700)
5300 Dues & Memberships	-	-	11,700	-	720	-	720	(60)	555	-	833	833	-	15,300	15,300	-
5400 Insurance	2,839	(10,895)	393	1,616	1,616	1,616	1,616	1,441	3,886	-	10,838	10,838	-	25,800	25,800	-
5501 Utilities	4,011	3,294	10,918	9,080	3,805	3,331	4,772	2,175	7,154	17	15,222	15,222	-	79,000	79,400	400
5502 Janitorial Services	2,237	8,771	5,631	5,938	9,865	6,581	7,461	8,401	7,221	9,387	6,381	6,381	-	84,257	66,257	(18,000)
5900 Communications	476	477	493	493	492	857	807	698	1,160	728	859	859	-	8,400	8,400	-
5901 Postage and Shipping	-	-	254	15	-	33	576	-	-	37	643	643	-	2,200	2,200	-
	9,562	2,505	29,436	19,438	16,520	12,417	15,963	12,967	19,987	14,724	36,718	36,718	-	226,957	204,657	(22,300)
Facilities, Repairs and Other Leases																
5601 Rent	10,506	10,506	10,506	10,506	10,506	10,506	10,506	10,506	10,506	10,506	10,506	10,506	-	126,072	126,072	-
5602 Additional Rent	-	-	-	-	-	-	-	-	-	-	315	315	-	629	-	(629)
5603 Equipment Leases	583	442	339	1,997	2,544	1,230	1,231	1,640	1,565	2,227	1,851	1,851	-	17,500	17,500	-
5610 Repairs and Maintenance	-	4,970	5,636	894	3,495	2,550	2,364	5,218	4,180	3,357	1,668	1,668	-	36,000	36,000	-
	11,089	15,918	16,481	13,397	16,545	14,286	14,101	17,364	16,251	16,090	14,340	14,340	-	180,201	179,572	(629)
Professional/Consulting Services																
5801 IT	33	244	90	6,030	-	1,590	21	459	888	-	11,323	11,323	-	32,000	32,000	-
5802 Audit & Taxes	-	-	4,050	-	-	-	-	-	4,050	-	-	-	-	8,100	5,800	(2,300)
5803 Legal	-	-	976	2,651	75	-	4,594	1,746	929	2,788	3,121	3,121	-	20,000	20,000	-
5804 Professional Development	-	16,190	2,625	1,340	8,775	(3,325)	1,125	5,525	900	9,940	1,103	1,103	-	45,300	29,800	(15,500)
5805 General Consulting	3,680	6,660	8,960	12,430	5,512	12,430	12,080	30,180	39,797	(24,583)	11,900	11,900	-	130,946	90,362	(40,584)
5806 Special Activities/Field Trips	-	250	704	1,225	18,000	(15,173)	2,688	22,832	(4,914)	14,173	108	108	-	40,000	26,100	(13,900)
5807 Bank Charges	142	142	(726)	840	156	120	160	84	-	(170)	726	726	-	2,200	2,200	-
5808 Printing	-	-	-	-	-	-	-	800	2,645	-	1,777	1,777	-	7,000	7,000	-
5809 Other taxes and fees	99	1,296	558	2,771	302	85	287	1,752	253	2,091	28	28	-	9,550	6,300	(3,250)
5810 Payroll Service Fee	860	860	860	860	860	860	860	860	860	-	1,280	1,280	-	10,300	10,300	-
5811 Management Fee	9,268	9,268	9,863	9,788	15,824	10,753	10,753	11,203	10,753	10,992	9,972	1,223	-	119,658	122,631	2,973
5812 District Oversight Fee	-	-	-	-	-	-	-	-	-	-	-	32,912	-	32,912	33,113	201
5815 Public Relations/Recruitment	1,000	4,000	3,000	-	2,000	2,000	2,000	7,000	4,648	2,000	2,000	2,000	-	31,648	55,000	23,352
	15,081	38,909	30,960	37,936	51,504	9,340	34,568	82,441	60,809	17,230	43,336	67,499	-	489,614	440,606	(49,009)
Depreciation																
6900 Depreciation Expense	4,373	4,373	4,373	4,373	4,373	5,398	4,640	4,640	4,640	4,640	4,640	4,640	-	55,103	53,771	(1,333)
	4,373	4,373	4,373	4,373	4,373	5,398	4,640	4,640	4,640	4,640	4,640	4,640	-	55,103	53,771	(1,333)
Interest																
7438 Interest Expense	-	12,439	387	19,744	17,023	41	36	34	6,944	-	2,083	2,083	-	60,815	60,087	(728)
	-	12,439	387	19,744	17,023	41	36	34	6,944	-	2,083	2,083	-	60,815	60,087	(728)
Total Expenses	114,319	337,496	515,864	370,448	380,935	349,465	269,091	474,622	399,322	380,788	502,195	352,712	-	4,447,257	4,451,778	4,521
Monthly Surplus (Deficit)	(104,319)	(223,434)	(402,226)	(123,784)	5,653	35,400	116,423	236,471	84,973	241,399	(128,272)	256,489	765,331	760,105	904,235	(144,130)

Golden Charter Academy

Monthly Cash Flow/Forecast FY22-23

Revised 05/30/2023

ADA = 231.95



	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	Revised Budget Total	Favorable / (Unfav.)
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(104,319)	(223,434)	(402,226)	(123,784)	5,653	35,400	116,423	236,471	84,973	241,399	(128,272)	256,489	765,331	760,105		
Cash flows from operating activities																
Depreciation/Amortization	4,373	4,373	4,373	4,373	4,373	5,398	4,640	4,640	4,640	4,640	4,640	4,640	-	55,103		
Public Funding Receivables	235,744	75,832	132,568	60,145	99,379	(167)	57,399	24,758	80,595	3,042	48,802	-	(765,331)	52,767		
Prepaid Expenses	(8)	7,677	1,000	(4,000)	(2,799)	3,464	(7,043)	(3,638)	(17,328)	(1,129)	-	-	-	(23,804)		
Deposits	(5,000)	(4,000)		(5,000)	(6,000)	(221,433)	-	-	-	(25,452)	-	(284,000)	-	(550,885)		
Accounts Payable	(117,185)	3,241	77,091	(87,479)	8,187	(13,187)	(8,371)	3,658	(20,005)	35,018	-	-	-	(119,032)		
Accrued Expenses	(446)	62,090	11,306	44,655	(6,994)	9,762	(82,786)	(53,432)	2,283	(3,226)	-	(133,938)	-	(150,727)		
Deferred Revenue	-	24,378	22,994	39,216	39,992	234,147	96,722	39,992	39,993	50,125	39,993	212,671	-	840,222		
Cash flows from investing activities																
Purchases of Prop. And Equip.	(7,532)	-	(12,239)	-	-	-	(17,500)	-	-	(151,078)	(20,967)	(20,967)	-	(230,281)		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cash flows from financing activities																
Proceeds from Factoring	-	393,000	-	487,500	315,300	-	-	-	-	-	-	-	-	1,195,800		
Payments on Factoring	(195,200)	(88,400)	(78,000)	(196,500)	(196,500)	(162,500)	(162,500)	(162,500)	(315,300)	-	-	-	-	(1,557,400)		
Capital Lease, net	(4,738)	(4,738)	(4,738)	(4,738)	(4,738)	(4,738)	(4,738)	(4,738)	(4,738)	(4,738)	(4,738)	(4,738)	-	(56,860)		
Proceeds(Payments) on Debt	-	-	(10,417)	(10,417)	(10,417)	(10,417)	(10,417)	(10,417)	-	-	-	-	-	(62,502)		
Total Change in Cash	(194,312)	250,019	(258,288)	203,971	245,437	(124,271)	(18,172)	74,793	(144,888)	148,600	(60,542)	30,157				
Cash, Beginning of Month	292,164	97,852	347,871	89,583	293,554	538,991	414,720	396,549	471,342	326,454	475,054	414,513				
Cash, End of Month	97,852	347,871	89,583	293,554	538,991	414,720	396,549	471,342	326,454	475,054	414,513	444,670				

The Golden Charter Academy

Statement of Financial Position

April 30, 2023

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash & Cash Equivalents	\$ 475,054	\$ 292,164	\$ 182,890	63%
Accounts Receivable	1	1	-	0%
Public Funding Receivables	48,802	818,097	(769,295)	-94%
Factored Receivables	-	(361,600)	361,600	-100%
Prepaid Expenses	43,644	19,840	23,804	120%
Total Current Assets	567,502	768,503	(201,001)	-26%
Long-Term Assets				
Property & Equipment, Net	237,519	94,994	142,525	150%
Deposits	266,885	-	266,885	0%
Total Long Term Assets	504,404	94,994	409,410	431%
Total Assets	\$ 1,071,905	\$ 863,496	\$ 208,409	24%
Liabilities				
Current Liabilities				
Accounts Payable	(14,568)	100,280	(114,849)	-115%
Accrued Liabilities	112,749	133,721	(20,972)	-16%
Deferred Revenue	611,036	23,477	587,559	2503%
Capital Lease, Current Portion	52,479	52,479	-	0%
Notes Payable, Current Portion	62,502	62,502	-	0%
Total Current Liabilities	824,198	372,460	451,738	121%
Long-Term Liabilities				
Capital Lease, Net of Current Portion	6,732	54,116	(47,384)	-88%
Notes Payable, Net of Current Portion	124,996	187,498	(62,502)	-33%
Total Long-Term Liabilities	131,728	241,614	(109,886)	-45%
Total Liabilities	955,925	614,073	341,852	56%
Total Net Assets	115,980	249,423	(133,443)	-54%
Total Liabilities and Net Assets	\$ 1,071,905	\$ 863,496	\$ 208,409	24%

The Golden Charter Academy

Statement of Cash Flows

For the period ended April 30, 2023

	Month Ended 04/30/23	YTD Ended 04/30/23
Cash Flows from Operating Activities		
Change in Net Assets	\$ 241,399	\$ (133,443)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	4,640	\$ 45,823
Decrease/(Increase) in Operating Assets:		
Public Funding Receivables	3,042	769,295
Grants, Contributions & Pledges Receivable	-	(361,600)
Prepaid Expenses	(1,129)	\$ (23,804)
Other Assets	(25,452)	(266,885)
Accounts Payable	35,018	(119,032)
Accrued Expenses	(3,226)	\$ (16,789)
Deferred Revenue	50,125	\$ 587,559
Other Liabilities	-	\$ (62,502)
Total Cash Flows from Operating Activities	304,417	418,622
Cash Flows from Investing Activities		
Purchase of Property & Equipment	(151,078)	(188,348)
Total Cash Flows from Investing Activities	(151,078)	(188,348)
Cash Flows from Financing Activities		
Capital Lease - Net	(4,738)	(47,384)
Total Cash Flows from Financing Activities	(4,738)	(47,384)
Change in Cash & Cash Equivalents	148,600	182,890
Cash & Cash Equivalents, Beginning of Period	326,454	292,164
Cash & Cash Equivalents, Beginning of Period	\$ 475,054	\$ 475,054

The Golden Charter Academy**Budget vs Actual**

For the period ended April 30, 2023

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenues							
State Aid - Revenue Limit							
LCFF State Aid	\$ 310,256	\$ 314,205	\$ (3,949)	\$ 2,083,426	\$ 2,091,300	\$ (7,874)	\$3,033,915
Education Protection Account	17,833	17,928	(95)	34,867	34,962	(95)	46,616
State Aid - Prior Year	24	-	24	24	-	24	-
In Lieu of Property Taxes	-	35,616	(35,616)	-	123,902	(123,902)	230,749
Total State Aid - Revenue Limit	328,113	367,749	(39,636)	2,118,317	2,250,164	(131,847)	3,311,280
Federal Revenue							
Special Education - Entitlement	-	-	-	-	-	-	29,069
Federal Child Nutrition	21,386	26,000	(4,615)	153,664	163,505	(9,841)	260,000
Title I, Part A - Basic Low Income	-	-	-	102,497	102,497	-	102,497
Title II, Part A - Teacher Quality	-	-	-	-	4,586	(4,586)	9,172
Title V, Part B - PCSGP	12,924	23,325	(10,401)	127,420	137,821	(10,401)	334,908
Other Federal Revenue	200,000	-	200,000	259,920	10,000	249,920	210,000
Total Federal Revenue	234,310	49,325	184,985	643,501	418,408	225,093	945,646
Other State Revenue							
State Special Education	35,350	35,932	(582)	70,700	71,863	(1,163)	179,658
State Child Nutrition	5,191	7,000	(1,809)	38,853	43,148	(4,295)	70,000
School Facilities (SB740)	-	-	-	47,277	47,277	-	90,583
Mandated Cost	-	-	-	3,124	3,124	-	3,124
State Lottery	16,129	10,093	6,037	28,568	22,532	6,037	55,240
Prior Year Revenue	-	-	-	8,226	6,784	1,442	6,784
Other State Revenue	-	-	-	-	-	-	196,477
Total Other State Revenue	56,670	53,024	3,646	196,749	194,728	2,021	601,866
Other Local Revenue							
Interest Revenue	1,095	-	1,095	1,850	755	1,095	755
Other Fees and Contracts	-	-	-	934	934	-	934
School Fundraising	2,000	-	2,000	8,569	6,546	2,024	6,546
Contributions, Unrestricted	-	-	-	488,986	163,986	325,000	488,986
Total Other Local Revenue	3,095	-	3,095	500,340	172,221	328,119	497,221
Total Revenues	622,188	470,098	152,090	3,458,907	3,035,522	423,385	5,356,013
Expenses							
Certificated Salaries							
Teachers' Salaries	67,242	71,106	3,864	641,261	641,469	208	712,574
Teachers' Substitute Hours	-	2,400	2,400	20,854	25,340	4,486	27,740
Teachers' Extra Duty/Stipends	4,809	2,400	(2,409)	15,451	12,160	(3,291)	14,560
Pupil Support Salaries	9,512	12,610	3,098	78,514	87,809	9,295	100,419
Administrators' Salaries	10,909	10,909	-	109,203	109,203	-	131,021
Other Certificated Salaries	126	-	(126)	126	-	(126)	-
Total Certificated Salaries	92,598	99,425	6,827	865,408	875,979	10,572	986,313
Classified Salaries							
Instructional Salaries	40,566	43,668	3,101	387,243	366,345	(20,898)	410,013
Support Salaries	12,348	14,060	1,712	121,961	119,725	(2,236)	133,785
Supervisors' and Administrators' Salaries	17,917	17,917	(0)	184,567	184,567	(0)	220,400
Clerical and Office Staff Salaries	15,213	17,893	2,680	158,695	162,010	3,315	197,796
Other Classified Salaries	2,889	-	(2,889)	11,880	-	(11,880)	-
Total Classified Salaries	88,933	93,537	4,604	864,346	832,646	(31,700)	961,993
Benefits							
State Teachers' Retirement System, certificated positions	16,409	19,353	2,944	153,716	160,701	6,986	182,178
OASDI/Medicare/Alternative, certificated positions	5,215	5,963	748	52,112	51,125	(987)	59,370
Medicare/Alternative, certificated positions	2,503	2,864	361	24,378	24,549	171	28,106
Health and Welfare Benefits, certificated positions	3,513	16,000	12,487	27,879	79,073	51,195	111,073
State Unemployment Insurance, certificated positions	287	79	(208)	17,431	14,670	(2,761)	14,828
Workers' Compensation Insurance, certificated positions	355	2,765	2,411	2,314	9,996	7,682	13,431
Other Benefits, certificated positions	561	2,939	2,377	7,343	14,395	7,052	18,046
Total Benefits	28,843	49,962	21,119	285,173	354,510	69,337	427,032

The Golden Charter Academy**Budget vs Actual**

For the period ended April 30, 2023

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Books & Supplies							
Textbooks and Core Materials	-	-	-	1,034	-	(1,034)	-
School Supplies	5,879	6,947	1,068	93,418	88,905	(4,513)	102,800
Software	19,666	2,095	(17,571)	65,840	40,810	(25,030)	45,000
Office Expense	18,135	6,460	(11,675)	74,404	57,080	(17,323)	70,000
Business Meals	5,109	210	(4,899)	8,896	3,980	(4,917)	4,400
Noncapitalized Equipment	3,883	19,480	15,597	107,597	159,540	51,943	198,500
Food Services	48,125	30,386	(17,739)	222,949	229,228	6,280	290,000
Total Books & Supplies	100,798	65,578	(35,220)	574,137	579,544	5,407	710,700
Subagreement Services							
Special Education	3,022	25,569	22,547	54,037	78,541	24,504	129,679
Substitute Teacher	510	-	(510)	31,912	21,190	(10,722)	21,190
Transportation	-	21,438	21,438	5,509	69,824	64,315	112,700
Security	1,811	1,455	(357)	9,800	9,091	(710)	12,000
Other Educational Consultants	11,589	11,277	(312)	115,733	128,924	13,191	151,478
Total Subagreement Services	16,932	59,739	42,807	216,991	307,569	90,578	427,047
Operations & Housekeeping							
Auto and Travel	4,555	813	(3,742)	8,114	5,675	(2,439)	7,300
Dues & Memberships	-	432	432	13,635	14,436	801	15,300
Insurance	-	5,400	5,400	4,124	14,999	10,875	25,800
Utilities	17	8,038	8,021	48,557	63,325	14,768	79,400
Janitorial Services	9,387	3,954	(5,433)	71,496	58,348	(13,147)	66,257
Communications	728	861	133	6,682	6,678	(4)	8,400
Postage and Shipping	37	265	228	914	1,671	757	2,200
Total Operations & Housekeeping	14,724	19,763	5,039	153,522	165,131	11,610	204,657
Facilities, Repairs & Other Leases							
Rent	10,506	10,506	-	105,060	105,060	-	126,072
Equipment Leases	2,227	1,827	(400)	13,798	13,846	48	17,500
Repairs and Maintenance	3,357	3,218	(139)	32,664	29,564	(3,100)	36,000
Total Facilities, Repairs & Other Leases	16,090	15,551	(539)	151,522	148,470	(3,052)	179,572
Professional/Consulting Services							
IT	-	4,798	4,798	9,355	22,403	13,048	32,000
Audit & Taxes	-	350	350	8,100	5,100	(3,000)	5,800
Legal	2,788	2,341	(447)	13,759	15,318	1,560	20,000
Professional Development	9,940	614	(9,326)	43,095	28,572	(14,523)	29,800
General Consulting	(24,583)	5,722	30,305	107,146	78,918	(28,228)	90,362
Special Activities/Field Trips	14,173	3,681	(10,491)	39,785	18,738	(21,047)	26,100
Bank Charges	(170)	273	444	748	1,654	906	2,200
Printing	-	1,400	1,400	3,445	4,200	755	7,000
Other Taxes and Fees	2,091	180	(1,911)	9,494	5,939	(3,555)	6,300
Payroll Service Fee	-	856	856	7,740	8,588	848	10,300
Management Fee	10,992	10,219	(773)	108,464	106,174	(2,290)	122,631
District Oversight Fee	-	3,677	3,677	-	10,461	10,461	33,113
Public Relations/Recruitment	2,000	8,200	6,200	27,648	38,600	10,952	55,000
Total Professional/Consulting Services	17,230	42,313	25,082	378,779	344,665	(34,115)	440,606
Depreciation							
Depreciation Expense	4,640	4,373	(266)	45,823	45,024	(799)	53,771
Total Depreciation	4,640	4,373	(266)	45,823	45,024	(799)	53,771
Interest							
Interest Expense	-	2,083	2,083	56,648	55,920	(728)	60,087
Total Interest	-	2,083	2,083	56,648	55,920	(728)	60,087
Total Expenses	380,788	452,325	71,537	3,592,350	3,709,459	117,109	4,451,778
Change in Net Assets	241,399	17,773	223,627	(133,443)	(673,937)	540,494	904,235
Net Assets, Beginning of Period	(125,419)			249,423			
Net Assets, End of Period	\$ 115,980			\$ 115,980			

The Golden Charter Academy

Accounts Payable Aging

April 30, 2023

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 April 30, 2023

Check Number	Vendor Name	Check Date	Check Amount
10521	ACE Trophy	4/5/2023	64.79
10522	Amazon Capital Services	4/5/2023	2,109.29
10523	Forestiery Underground Gardens	4/5/2023	1,440.00
10524	Fresno Chaffee Zoo	4/5/2023	196.66
10525	Fresno County Superintendent of Schools	4/5/2023	7,500.00
10526	Fresno Discovery Center	4/5/2023	644.00
10527	Fresno Economic Opportunities Commission	4/5/2023	17,200.60
10528	Guided Readers	4/5/2023	167.00
10529	Infinity Home Services, Inc.	4/5/2023	3,700.00
10530	Amazon Capital Services	4/14/2023	65.36
10531	Association for Environmental & Outdoor Education	4/14/2023	960.00
10532	Clovis Unified School District	4/14/2023	8,526.00
10533	Payment Processing Services	4/14/2023	326.00
10534	Phoenix Private Patrol & Security	4/14/2023	1,000.00
10535	The Phoenix Philanthropy Group, Inc.	4/14/2023	9,800.00
10536	Jordan Deion Stanley	4/18/2023	882.00
10537	Fresno Art Museum	4/19/2023	450.00
10538	Aja Yvonne Williams	4/20/2023	544.00
10539	Amazon Capital Services	4/20/2023	795.77
10540	Every Neighborhood Partnership	4/20/2023	11,589.00
10541	Guided Readers	4/20/2023	79.96
10542	Heather Rutowicz	4/20/2023	1,200.00
10543	Infinity Home Services, Inc.	4/20/2023	550.00
10544	IXL Learning, Inc.	4/20/2023	1,148.00
10545	Lerner Publishing Group	4/20/2023	184.54
10546	Pacific Charter School Development	4/20/2023	20,966.67
10547	Revolution Foods, PBC.	4/20/2023	30,924.44
10548	Roo's Heating and Air Conditioning	4/20/2023	85.00
10549	Scout Education Inc	4/20/2023	510.00
10550	Amazon Capital Services	4/26/2023	1,630.62
10551	Amplify Education, Inc.	4/26/2023	275.77
10552	Angel Gomez	4/26/2023	2,000.00
10553	Crecensio Gomez	4/26/2023	2,000.00
10554	Darryl Miller	4/26/2023	66.50
10555	Dyson Janzen Architects, Inc.	4/26/2023	57,812.50
10556	Fiori Educational Services	4/26/2023	1,500.00
10557	Goodfellow Therapy	4/26/2023	1,137.40
10558	Law Offices of Young, Minney & Corr, LLP	4/26/2023	2,788.00
10559	Live Scan Fresno	4/26/2023	138.00
10560	NWEA	4/26/2023	4,248.00
10561	Official Pest Prevention, Inc.	4/26/2023	110.00

The Golden Charter Academy

Check Register

For the period ended April 30, 2023

Check Number	Vendor Name	Check Date	Check Amount
10562	Our Lady of Victory	4/26/2023	10,506.00
10563	Parsec Education, Inc.	4/26/2023	75.00
10564	Rodrigo C Rodriguez	4/26/2023	144.83
10565	Stryke Security, Inc.	4/26/2023	3,044.00
10566	The Learning Collective Inc.	4/26/2023	2,988.00
10567	Fresno County Office of Education	4/28/2023	28,034.89
10568	Fresno County Office of Education	4/28/2023	80.00
ACH	Mountain Alarm	4/3/2023	60.50
ACH	The Hartford	4/3/2023	354.53
ACH	Central Valley Community Bank	4/3/2023	10.16
ACH	Mid Valley Disposal	4/4/2023	777.44
ACH	Gateway Services	4/4/2023	29.15
ACH	Marlin Capital Solutions	4/6/2023	338.90
ACH	LiftForward, Inc - LB	4/7/2023	639.97
ACH	Guardian	4/7/2023	2,778.31
ACH	Hoffman Security	4/10/2023	245.95
ACH	Celero Commerce	4/10/2023	6.50
ACH	City Of Fresno	4/10/2023	445.49
ACH	American Funds	4/10/2023	554.17
ACH	Mobile Modular Management Corporation	4/11/2023	57,672.00
ACH	California Department of Tax and Fee Administration	4/11/2023	336.00
ACH	Bloomerang	4/11/2023	2,062.20
ACH	PG&E	4/11/2023	4,249.98
ACH	Squarespace	4/13/2023	1,590.00
ACH	Central Valley Community Bank	4/14/2023	4.93
ACH	Canva	4/17/2023	89.96
ACH	Comcast	4/17/2023	528.49
ACH	LiftForward, Inc - LB	4/17/2023	4,098.43
ACH	Hoffman Security	4/24/2023	39.95
ACH	Hoffman Security	4/24/2023	40.00
ACH	Hoffman Security	4/24/2023	41.95
ACH	Hoffman Security	4/24/2023	57.00
ACH	Primo Water	4/24/2023	237.78
ACH	Kaiser Foundation Health Plan	4/25/2023	14,699.26
ACH	American Funds	4/26/2023	569.89
ACH	Zoom Video Communications Inc.	4/27/2023	199.90
ACH	Always Golden Events	4/5/2023	995.00
ACH	The Lab Gear	4/5/2023	1,765.39
ACH	Carpet Doctor LLC	4/10/2023	3,250.00
ACH	Golden Pursuit of Growth	4/10/2023	2,100.00
ACH	Charter Impact Inc.	4/14/2023	150.00
ACH	Carpet Doctor LLC	4/20/2023	3,250.00

The Golden Charter Academy

Check Register

For the period ended April 30, 2023

Check Number	Vendor Name	Check Date	Check Amount
ACH	Gerbs Corp	4/20/2023	1.00
ACH	Golden Pursuit of Growth	4/20/2023	2,100.00
ACH	Always Golden Events	4/26/2023	223.00
ACH	Dustin Verzosa	4/26/2023	2,000.00
ACH	Jackie Xiong	4/26/2023	209.76
ACH	Kimi Akina	4/26/2023	295.64
ACH	Melanie Smith	4/26/2023	593.00
ACH	The Lab Gear	4/26/2023	<u>1,691.22</u>

Total Disbursements Issued in April **\$ 353,571.39**

Coversheet

Reports and Updates

Section: III. Information / Discussion
Item: A. Reports and Updates
Purpose: Discuss
Submitted by:
Related Material: Apr 2023-GCA-Board Summary.pdf



Golden Charter Academy

Monthly Financial Presentation – April 2023

April Highlights

Highlights

- P-2 ADA **231.95**, cuts revenue (\$20K) from budget.
- Goal surplus for 2022/23: \$800K range (18%) should stabilize cashflow in Year 3.
- Ending fund balance forecast **\$1 million +** with federal support (PCSGP and ESSER III).
- Cash ended month **\$475K**.

Compliance and Reporting

- 2023/24 LCAP and budget presented for review and approval in June.
- SB740 application was completed in May.

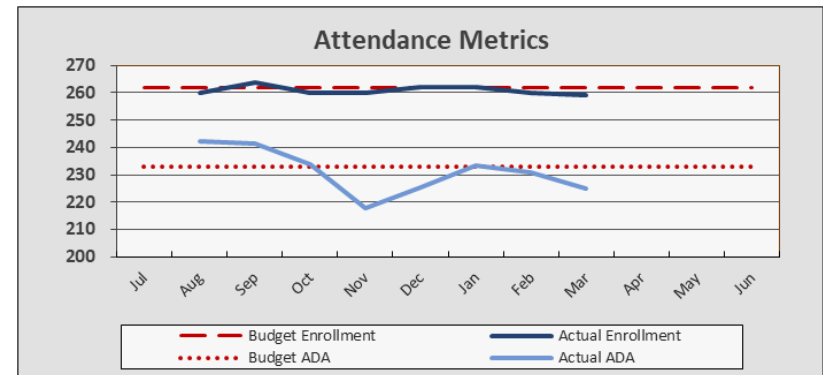


Attendance Data and Metrics

Enrollment and Per Pupil Data

Enrollment & Per Pupil Data			
	<u>Actual</u>	<u>Forecast</u>	<u>Budget</u>
Average Enrollment	261	264	264
ADA	232	232	233
Attendance Rate	88.9%	87.9%	88.3%
Unduplicated %	90.8%	90.8%	90.8%
Revenue per ADA		\$22,450	\$22,979
Expenses per ADA		\$19,173	\$19,100

Attendance Metrics



P-2 ADA 231.95, down 1 from P-1 233.

Attendance remained low between 87%-89% during Jan-Mar.

Rolling UPP 90.83%.

LCFF is calculated at \$14,189 per ADA.

Revenue

- **April Updates**
 - **Forecast food revenue and expense reduced (revenue \$85K).**
 - **LCFF cut (\$20K) due to reduced ADA/UPP.**
 - **PCSGP forecast cut (\$340K) due to lack of eligible expenses – impact of changes net zero.**
 - **ESSER III increased \$88K to maintain services.**

Revenue

	<i>Year-to-Date</i>			<i>Annual/Full Year</i>		
	Actual	Revised Budget	Fav/(Unf)	Forecast	Revised Budget	Fav/(Unf)
State Aid-Rev Limit	\$ 2,118,317	\$ 2,250,164	\$ (131,847)	\$ 3,291,198	\$ 3,311,280	\$ (20,082)
Federal Revenue	643,501	418,408	225,093	834,801	945,646	(110,844)
Other State Revenue	196,749	194,728	2,021	581,023	601,866	(20,843)
Other Local Revenue	500,340	172,221	328,119	500,340	497,221	3,119
Total Revenue	\$ 3,458,907	\$ 3,035,522	\$ 423,385	\$ 5,207,362	\$ 5,356,013	\$ (148,651)

Revenue – Grant Planning

- **April Updates**
 - **ESSER III - \$288K forecast 2022/23, potentially stretched to 2023/24.**
 - **Arts, Music and Instructional Materials – \$113,459 through 6/26, plan required before utilizing funds.**
 - **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	\$ 288,399	\$ -	\$ -	\$ -
PCSGP (potential extension \$340K)	\$ 65,092	\$ 200,000	\$ -	\$ -	\$ -
One-Time Funding plan	\$ 501,482	\$ 509,876	\$ 115,481	\$ 115,481	\$ 115,481



Expenses

- **April Updates**
 - **Expenses net near budget, potentially grant funded:**
 - **Salaries and benefits – net below budget +\$48K.**
 - **Supplies – Forecast food revenue and expense reduced (expenses \$15K).**
 - **Operations – increased janitorial/maintenance.**
 - **Professional Services – increase PD and fundraising.**

	<i>Year-to-Date</i>			<i>Annual/Full Year</i>		
	Actual	Revised Budget	Fav/(Unf)	Forecast	Revised Budget	Fav/(Unf)
Expenses						
Certificated Salaries	\$ 865,408	\$ 875,979	\$ 10,572	\$ 975,742	\$ 986,313	\$ 10,572
Classified Salaries	864,346	832,646	(31,700)	993,693	961,993	(31,700)
Benefits	285,173	354,510	69,337	357,550	427,032	69,482
Books and Supplies	574,137	579,544	5,407	670,683	710,700	40,017
Subagreement Services	216,991	307,569	90,577	436,898	427,047	(9,851)
Operations	153,522	165,131	11,610	226,957	204,657	(22,300)
Facilities	151,522	148,470	(3,052)	180,201	179,572	(629)
Professional Services	378,779	344,665	(34,114)	489,614	440,606	(49,009)
Depreciation	45,823	45,024	(799)	55,103	53,771	(1,333)
Interest	56,648	55,920	(728)	60,815	60,087	(728)
Total Expenses	\$ 3,592,350	\$ 3,709,459	\$ 117,109	\$ 4,447,257	\$ 4,451,778	\$ 4,521

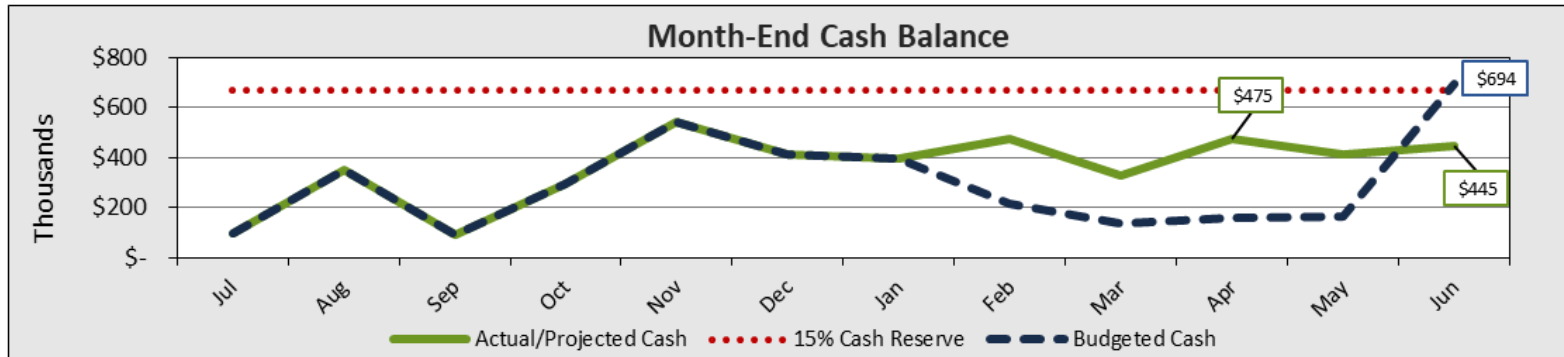
Surplus / (Deficit) & Fund Balance

- Ending fund balance forecast **\$1 million+**, 23%, should stabilize 2023/24 cashflow.

	Year-to-Date			Annual/Full Year		
	Actual	Revised Budget	Fav/(Unf)	Forecast	Revised Budget	Fav/(Unf)
Total Surplus(Deficit)	\$ (133,443)	\$ (673,937)	\$ 540,494	\$ 760,105	\$ 904,235	\$ (144,130)
Beginning Fund Balance	<u>249,423</u>	<u>249,423</u>		<u>249,423</u>	<u>249,423</u>	
Ending Fund Balance	<u>\$ 115,980</u>	<u>\$ (424,514)</u>		<u>\$ 1,009,528</u>	<u>\$ 1,153,658</u>	
<i>As a % of Annual Expenses</i>	2.6%	-9.5%		22.7%	25.9%	

Cash Balance

- Current cash is **\$475K**.
- Facility development deposits forecast (\$284K) pending actual expenses.
- 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
FINANCE	Jun-02	SB 740 Charter School Facility Grant Program applications (Continuing Schools) - The 2023/24 Online Application opened April 17th. Late applications will NOT be accepted. The SB740 Program is intended to provide grants to charter schools to assist with facilities' rent and lease costs associated with the school. Each year applicants must submit a new Application and the Authority will determine eligibility on an annual basis. Charter schools must also meet the FRPM Eligibility requirements each year.	Charter Impact	No	Yes	http://www.treasurer.ca.gov/csfa/csfgp/index.asp
FINANCE	Jun-09	Consolidated Application (ConApp) reporting - Winter - The ConApp is used by the CDE to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. The winter release is submitted in January of each year and contains the LEA's entitlements for each funded program.	Charter Impact with GCA support	No	No	https://www.cde.ca.gov/fg/aa/co/cars.asp
FINANCE	Jun-25	Certification of the Second Principal Apportionment - The Principal Apportionment includes funding for the Local Control Funding Formula, which is the primary source of an LEA's general purpose funding; Special Education (AB 602); and funding for several other programs. The Second Principal Apportionment (P-2), certified by June 25, is based on the second period data that LEAs report to CDE in April and May. P-2 supersedes the P-1 Apportionment calculations and is the final state aid payment for the fiscal year ending in June.	FYI	No	No	https://www.cde.ca.gov/fg/aa/pa/
FINANCE	Jun-30	Local Control and Accountability Plan - The LCAP is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs. The components of the LCAP for the 2023-2024 LCAP year must be posted as one document assembled in the following order: LCFF Budget Overview for Parents Plan Summary Engaging Educational Partners Goals and Actions Increased or Improved Services for Foster Youth, English Learners, and Low-income students Action Tables Instructions The LCAP must be presented at the same public meeting as the budget, preceding the budget hearing. LCAP and budget adoption must be at least 1 day after the public hearing.	GCA with Charter Impact support	Yes	No	https://www.cde.ca.gov/re/lc/
FINANCE	Jun-30	Submit Preliminary Budget Plan to Authorizer - Charter Schools are required to submit their annual budgets to their authorizer by the authorizer-imposed deadline. Authorizers then use the budget to determine if the Charter School has reasonable financial health to sustain operations. The budget must be presented at the same public meeting as the LCAP, following the budget hearing. LCAP and budget adoption must be at least 1 day after the public hearing.	Charter Impact	Yes	No	https://www.cde.ca.gov/fg/sf/fr/calendar22district.asp
FINANCE	Jun-30	Education Protection Account (EPA) spending plan - The governing board is required to approve a spending plan for EPA funds prior to recording allocable expenses for the year. This approval is not required by June 30th but is commonly approved during the annual budget adoption meeting for the upcoming year.	Charter Impact	Yes	No	https://www.cde.ca.gov/fg/aa/pa/pafaq.asp
FINANCE	Jun-30	School Nutrition Application Due for Community Eligibility or Provision 2 - School Nutrition Program Provisions 1, 2, 3, and the Community Eligibility Provision are alternative ways for local educational agencies to claim student meals. Provisions are methods for reducing paperwork and other administrative burdens at the local level by simplifying the traditional operating procedures for meal eligibility and meal counting. Schools must apply to participate in Provisions and receive approval from the California Department of Education (CDE) prior to implementation.	GCA	No	No	https://www.cde.ca.gov/ls/nu/sn/cep.asp https://www.cde.ca.gov/ls/nu/sn/provisions.asp



Compliance Deadlines (next 60 days)

Area	Due Date	Description	Completed By	Board Must Approve	Signature Required	Additional Information
DATA	Jun-30	Principal Apportionment Data Collection - End-of-Year ADA data must be reconciled and submitted to Charter School authorizers for funding purposes. All attendance data collected from the first day of school to June 30 must be included in this submission. Due dates may vary and are prescribed by the schools' authorizer. The Principal Apportionment includes funding for the Local Control Funding Formula, which is the primary source of an LEA's general purpose funding; Special Education (AB 602); Expanded Learning Opportunities Program; and funding for several other programs. The Principal Apportionment is a series of apportionment calculations that adjust the flow of state funds throughout the fiscal year as information becomes known.	Charter Impact with GCA support	No	Yes	https://www.cde.ca.gov/fg/aa/pa/index.asp
DATA	Jun-30	English Language Proficiency Assessment - Students must be reclassified as fluent English proficient (RFEP) on or before 6/30 per the school's reclassification criteria. Reclassification is the process whereby a student is reclassified from English learner (EL) status to Fluent English Proficient (RFEP) status. Reclassification can take place at any time during the academic year, immediately upon the student meeting all the criteria. General information on how to setup, monitor and report students' RFEP status can be found at the website within the Notes column.	GCA with Charter Impact support	No	No	https://www.cde.ca.gov/sp/el/rd/
OPERATIONS	Jun-30	Approve school calendar and instructional minutes - 180/175 days charter schools and are allowed to shorten instructional year by 5 days without fiscal penalty. Kindergarten ~ 600 hours; Grades 1-3 ~ 840 hours; Grades 4-8 ~ 900 hours; Grades 9-12 ~ 1080 hours	GCA with Charter Impact support	Yes	No	https://www.cde.ca.gov/fg/aa/pa/lcfftfaq.asp
FINANCE	Jun-30	Executive School Leadership Review Evaluation – The board of directors is responsible for hiring and establishing the compensation (salary and benefits) of the executive director by identifying compensation that is "reasonable and not excessive". The board conducting the review should document who was involved and the process used to conduct the review, as well as the disposition of the full board's decision to approve the executive director's compensation (minutes of a meeting are fine for this). The documentation should demonstrate that the board took the comparable data into consideration when it approved the compensation.	GCA	Yes	No	<u>This is an IRS requirement for Executive Director positions.</u> <u>If needed, Charter Impact can provide data on comparable salaries for your organization's Board of Directors.</u>
GOVERNANCE	Jun-30	Review your Homeless Education Policy - A Homeless Education Policy is used to ensure that your school is compliant with key provisions of the Education for Homeless Children and Youths Act. It is also used to collect the contact information for your required designated homeless liaisons at your school. All schools are required to establish a board approved Homeless Education Policy.	GCA	No	No	https://www.cde.ca.gov/sp/hs/cy/strategies.asp
GOVERNANCE	Jun-30	Review your Parental Involvement Policy - Every local educational agency (LEA) in California must have a parental involvement policy: Federal requirement (LEAs accepting Title I funds). State requirement (California Education Code [EC] for non-Title I schools. Parents must be involved in how the funds reserved for parental involvement will be allocated for parental involvement activities. Keep minutes and sign-in sheets documenting these discussions. The California Department of Education (CDE) reviews the Consolidated Application and Reporting System (CARS) to see if the required reservation has been made.	GCA	Yes	No	https://www.cde.ca.gov/sp/sw/t1/parentfamilyinvolve.asp
FINANCE	Jul-14	Federal Stimulus Reporting - Local educational agencies (LEAs) are required to report to the California Department of Education (CDE) on funds received through the CARES Act, the CRRSA Act, and the ARP. (ESSER I, GEER, ESSER II, ESSER III). LEAs are required to report status of funds for the period April 1, 2023- June 30, 2023.	Charter Impact with GCA support	No	No	https://www.cde.ca.gov/fg/cr/reporting.asp
FINANCE	Jul-31	Comprehensive Support and Improvement (CSI) Expenditure Reporting - 2022 Report 1 and 2021 Report 4 - Actual expenditures for each performance period within the grant period shall be reported to the California Department of Education (CDE) as part of regular grant management and administration.	Charter Impact with GCA support	No	No	https://www.cde.ca.gov/sp/sw/t1/csilegrantprpt.asp
FINANCE	Jul-31	Federal Cash Management - Period 1 - The Title I, Part A; Title I, Part D, Subpart 2; Title II, Part A; Title III LEP; Title III Immigrant; and Title IV programs under the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the ESSA, will utilize the Federal Cash Management program. Charter schools that are awarded a grant under any of these programs must submit the CMDC report for a particular quarter in order to receive an apportionment for that quarter; CDE will apportion funds to LEAs whose cash balance is below a certain threshold.	Charter Impact	No	No	https://www.cde.ca.gov/fg/aa/cm/
FINANCE	Jul-31	Public Charter School Grant Program and Dissemination Grant Program - Qtr 4 - The California Public Charter Schools Grant Program (PCSGP) Quarterly Expenditure Report (QER) is the accountability document that reflects the dollar amount spent towards work plan activities. A QER is due to the California Department of Education's Charter Schools Division within 30 days of each respective quarter.	Charter Impact	No	Yes	https://www.cde.ca.gov/sp/cs/re/pcsgp.asp
FINANCE	Jul-31	PENSEC Pupil Estimates for New and Significantly Expanding Charters - Charter schools in their first year of operation that begin instruction by September 30th, and continuing charter schools that are expanding by adding one or more grade levels, may apply for a special advance on their funding for LCFF State Aid and EPA State Aid, and potentially Federal funding. The special advance is based on estimated ADA and pupil counts.	Charter Impact	No	Yes	https://www.cde.ca.gov/fg/aa/pa/pensecinstr22.asp

Appendices

As of April 30, 2023

- 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

April 30, 2023

Presented by:



Golden Charter Academy

Monthly Cash Flow/Forecast FY22-23

Revised 05/30/2023

ADA = 231.95



	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	Revised Budget Total	Favorable / (Unfav.)
ADA = 233.08																
Revenues																
State Aid - Revenue Limit																
8011 LCFF State Aid	-	113,049	113,049	203,488	350,469	203,488	203,488	275,859	310,280	310,256	310,256	310,256	295,403	2,999,341	3,033,915	(34,573)
8012 Education Protection Account	-	-	-	8,517	-	-	8,517	-	-	17,833	-	-	11,523	46,390	46,616	(226)
8019 State Aid - Prior Year	-	-	-	-	-	-	-	-	-	24	24	24	24	96	-	96
8096 In Lieu of Property Taxes	-	-	-	-	-	-	-	-	-	-	-	41,094	204,276	245,371	230,749	14,621
	-	113,049	113,049	212,005	350,469	203,488	212,005	275,859	310,280	328,113	310,280	351,374	511,227	3,291,198	3,311,280	(20,082)
Federal Revenue																
8181 Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	29,069	29,069	29,069	-
8220 Federal Child Nutrition	-	-	-	26,558	25,682	18,122	15,143	13,525	33,249	21,386	21,000	21,000	-	195,664	260,000	(64,336)
8290 Title I, Part A - Basic Low Income	-	-	-	-	-	-	18,106	84,391	-	-	-	-	-	102,497	102,497	-
8291 Title II, Part A - Teacher Quality	-	-	-	-	-	-	-	-	-	-	2,293	-	6,879	9,172	9,172	-
8294 Title V, Part B - PCSG	-	-	-	-	-	-	114,496	-	-	12,924	-	-	72,580	200,000	334,908	(134,908)
8296 Other Federal Revenue	-	-	-	-	-	-	2,500	7,500	49,920	200,000	-	-	38,479	298,399	210,000	88,399
	-	-	-	26,558	25,682	18,122	150,245	105,416	83,169	234,310	23,293	21,000	147,007	834,801	945,646	(110,844)
Other State Revenue																
8311 State Special Education	-	-	-	-	-	-	-	-	35,350	35,350	35,350	35,350	37,387	178,787	179,658	(871)
8520 Child Nutrition	-	-	565	7,111	6,424	4,386	3,662	3,319	8,196	5,191	5,000	5,000	-	48,853	70,000	(21,147)
8545 School Facilities (SB740)	-	-	-	-	-	-	-	-	47,277	-	-	-	43,306	90,583	90,583	-
8550 Mandated Cost	-	-	-	-	-	3,124	-	-	-	-	-	-	-	3,124	3,124	-
8560 State Lottery	-	-	-	-	-	-	12,439	-	-	16,129	-	-	26,404	54,972	55,240	(268)
8598 Prior Year Revenue	-	-	-	-	-	-	6,784	1,442	-	-	-	-	-	8,226	6,784	1,442
8599 Other State Revenue	-	-	-	-	-	-	-	-	-	-	-	196,477	-	196,477	196,477	-
	-	-	565	7,111	6,424	7,510	22,886	4,761	90,823	56,670	40,350	236,827	107,097	581,023	601,866	(20,843)
Other Local Revenue																
8660 Interest Revenue	-	79	-	214	27	-	378	57	-	1,095	-	-	-	1,850	755	1,095
8689 Other Fees and Contracts	-	934	-	-	-	-	-	-	-	-	-	-	-	934	934	-
8699 School Fundraising	-	-	24	776	-	5,746	-	-	24	2,000	-	-	-	8,569	6,546	2,024
8980 Contributions, Unrestricted	10,000	-	-	-	3,986	150,000	-	325,000	-	-	-	-	-	488,986	488,986	-
	10,000	1,014	24	990	4,013	155,746	378	325,057	24	3,095	-	-	-	500,340	497,221	3,119
Total Revenue	10,000	114,063	113,638	246,664	386,589	384,866	385,513	711,093	484,295	622,188	373,923	609,201	765,331	5,207,362	5,356,013	(148,651)
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	750	72,561	71,133	71,133	70,186	72,987	69,400	72,841	73,026	67,242	71,106	-	-	712,367	712,574	208
1170 Teachers' Substitute Hours	4,650	525	3,763	3,150	1,050	3,150	1,852	1,139	1,575	-	2,400	-	-	23,254	27,740	4,486
1175 Teachers' Extra Duty/Stipends	-	-	-	-	4,360	600	-	5,682	-	4,809	2,400	-	-	17,851	14,560	(3,291)
1200 Pupil Support Salaries	-	5,589	5,809	-	12,610	13,010	12,960	6,414	12,610	9,512	12,610	-	-	91,124	100,419	9,295
1300 Administrators' Salaries	10,909	10,909	10,909	10,909	10,909	11,021	10,909	10,909	10,909	10,909	10,909	10,909	-	131,021	131,021	-
1900 Other Certificated Salaries	-	-	-	-	-	-	-	-	-	126	-	-	-	126	-	(126)
	16,309	89,584	91,614	85,192	99,115	100,768	95,122	96,985	98,121	92,598	99,425	10,909	-	975,742	986,313	10,572
Classified Salaries																
2100 Instructional Salaries	9,500	34,127	45,104	44,397	40,854	33,817	27,544	60,710	50,625	40,566	43,668	-	-	430,910	410,013	(20,898)
2200 Support Salaries	2,622	25,522	16,146	14,542	969	13,993	3,751	17,567	14,501	12,348	14,060	-	-	136,021	133,785	(2,236)
2300 Classified Administrators'	22,917	17,917	17,917	17,917	17,917	18,317	17,917	17,917	17,917	17,917	17,917	17,917	-	220,400	220,400	(0)
2400 Clerical and Office Staff Salaries	10,408	13,628	18,204	18,772	14,681	18,218	14,420	17,284	17,867	15,213	17,893	17,893	-	194,481	197,796	3,315
2900 Other Classified Salaries	-	-	-	-	-	-	-	5,176	3,816	2,889	-	-	-	11,880	-	(11,880)
	45,446	91,193	97,371	95,627	74,420	84,345	63,631	118,653	104,725	88,933	93,537	35,810	-	993,693	961,993	(31,700)
Benefits																
3101 STRS	3,482	16,657	16,518	14,446	16,871	17,675	16,993	17,050	17,614	16,409	19,563	2,146	-	175,425	182,178	6,753
3301 OASDI	2,654	5,286	5,908	5,736	4,772	5,042	3,840	7,274	6,386	5,215	5,773	2,210	-	60,094	59,370	(724)
3311 Medicare	872	2,574	2,694	2,576	2,417	2,602	2,221	3,049	2,869	2,503	2,833	686	-	27,897	28,106	209
3401 Health and Welfare	(4,445)	(1,107)	15,850	(3,572)	1,276	27,667	(4,596)	(5,421)	(1,287)	3,513	16,000	16,000	-	59,879	111,073	51,195
3501 State Unemployment	635	2,255	1,570	1,033	368	3,168	5,091	2,069	956	287	79	79	-	17,588	14,828	(2,761)
3601 Workers' Compensation	(2,165)	-	2,367	1,144	355	-	-	-	259	355	2,736	662	-	5,712	13,431	7,719
3901 Other Benefits	1,991	610	597	586	596	620	579	594	610	561	2,907	704	-	10,955	18,046	7,091
	3,024	26,274	45,503	21,949	26,655	56,774	24,128	24,615	27,407	28,843	49,890	22,487	-	357,550	427,032	69,482

Golden Charter Academy

Monthly Cash Flow/Forecast FY22-23

Revised 05/30/2023

ADA = 231.95



	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	Revised Budget Total	Favorable / (Unfav.)
Books and Supplies																
4100 Textbooks and Core Materials	-	-	-	-	-	-	-	481	553	-	-	-	-	1,034	-	(1,034)
4302 School Supplies	749	12,707	30,882	3,981	7,611	8,703	3,430	13,972	5,504	5,879	6,691	6,691	-	106,800	102,800	(4,000)
4305 Software	5,159	8,918	7,341	6,270	2,300	2,591	1,948	1,590	10,058	19,666	2,080	2,080	-	70,000	45,000	(25,000)
4310 Office Expense	3,372	3,391	5,340	9,136	6,041	6,999	3,422	13,257	5,311	18,135	5,298	5,298	-	85,000	70,000	(15,000)
4311 Business Meals	-	1,726	327	442	573	142	140	102	335	5,109	2,752	2,752	-	14,400	4,400	(10,000)
4400 Noncapitalized Equipment	-	6,478	80,113	1,064	1,993	7,687	3,765	2,209	404	3,883	5,452	5,452	-	118,500	198,500	80,000
4700 Food Services	-	102	58,573	29,263	34,182	21,374	(5,423)	26,094	10,659	48,125	26,000	26,000	-	274,949	290,000	15,051
	9,280	33,322	182,576	50,156	52,701	47,496	7,280	57,705	32,825	100,798	48,273	48,273	-	670,683	710,700	40,017
Subagreement Services																
5102 Special Education	-	-	-	-	-	413	1,421	48,494	688	3,022	37,386	37,386	-	128,808	129,679	871
5103 Substitute Teacher	-	-	103	6,852	6,192	-	8,043	4,969	5,243	510	-	-	-	31,912	21,190	(10,722)
5104 Transportation	-	-	2,577	28	2,904	-	-	-	-	-	53,596	53,596	-	112,700	112,700	-
5105 Security	155	(1,633)	1,191	2,255	1,395	1,208	158	1,855	1,407	1,811	1,100	1,100	-	12,000	12,000	-
5106 Other Educational Consultants	-	24,610	13,290	13,500	11,589	16,980	-	3,900	20,275	11,589	17,873	17,873	-	151,478	151,478	-
	155	22,978	17,161	22,634	22,080	18,600	9,622	59,219	27,612	16,932	109,953	109,953	-	436,898	427,047	(9,851)
Operations and Housekeeping																
5201 Auto and Travel	-	858	48	2,297	22	-	11	312	11	4,555	1,943	1,943	-	12,000	7,300	(4,700)
5300 Dues & Memberships	-	-	11,700	-	720	-	720	(60)	555	-	833	833	-	15,300	15,300	-
5400 Insurance	2,839	(10,895)	393	1,616	1,616	1,616	1,616	1,441	3,886	-	10,838	10,838	-	25,800	25,800	-
5501 Utilities	4,011	3,294	10,918	9,080	3,805	3,331	4,772	2,175	7,154	17	15,222	15,222	-	79,000	79,400	400
5502 Janitorial Services	2,237	8,771	5,631	5,938	9,865	6,581	7,461	8,401	7,221	9,387	6,381	6,381	-	84,257	66,257	(18,000)
5900 Communications	476	477	493	493	492	857	807	698	1,160	728	859	859	-	8,400	8,400	-
5901 Postage and Shipping	-	-	254	15	-	33	576	-	-	37	643	643	-	2,200	2,200	-
	9,562	2,505	29,436	19,438	16,520	12,417	15,963	12,967	19,987	14,724	36,718	36,718	-	226,957	204,657	(22,300)
Facilities, Repairs and Other Leases																
5601 Rent	10,506	10,506	10,506	10,506	10,506	10,506	10,506	10,506	10,506	10,506	10,506	10,506	-	126,072	126,072	-
5602 Additional Rent	-	-	-	-	-	-	-	-	-	-	315	315	-	629	-	(629)
5603 Equipment Leases	583	442	339	1,997	2,544	1,230	1,231	1,640	1,565	2,227	1,851	1,851	-	17,500	17,500	-
5610 Repairs and Maintenance	-	4,970	5,636	894	3,495	2,550	2,364	5,218	4,180	3,357	1,668	1,668	-	36,000	36,000	-
	11,089	15,918	16,481	13,397	16,545	14,286	14,101	17,364	16,251	16,090	14,340	14,340	-	180,201	179,572	(629)
Professional/Consulting Services																
5801 IT	33	244	90	6,030	-	1,590	21	459	888	-	11,323	11,323	-	32,000	32,000	-
5802 Audit & Taxes	-	-	4,050	-	-	-	-	-	4,050	-	-	-	-	8,100	5,800	(2,300)
5803 Legal	-	-	976	2,651	75	-	4,594	1,746	929	2,788	3,121	3,121	-	20,000	20,000	-
5804 Professional Development	-	16,190	2,625	1,340	8,775	(3,325)	1,125	5,525	900	9,940	1,103	1,103	-	45,300	29,800	(15,500)
5805 General Consulting	3,680	6,660	8,960	12,430	5,512	12,430	12,080	30,180	39,797	(24,583)	11,900	11,900	-	130,946	90,362	(40,584)
5806 Special Activities/Field Trips	-	250	704	1,225	18,000	(15,173)	2,688	22,832	(4,914)	14,173	108	108	-	40,000	26,100	(13,900)
5807 Bank Charges	142	142	(726)	840	156	120	160	84	-	(170)	726	726	-	2,200	2,200	-
5808 Printing	-	-	-	-	-	-	-	800	2,645	-	1,777	1,777	-	7,000	7,000	-
5809 Other taxes and fees	99	1,296	558	2,771	302	85	287	1,752	253	2,091	28	28	-	9,550	6,300	(3,250)
5810 Payroll Service Fee	860	860	860	860	860	860	860	860	860	-	1,280	1,280	-	10,300	10,300	-
5811 Management Fee	9,268	9,268	9,863	9,788	15,824	10,753	10,753	11,203	10,753	10,992	9,972	1,223	-	119,658	122,631	2,973
5812 District Oversight Fee	-	-	-	-	-	-	-	-	-	-	-	32,912	-	32,912	33,113	201
5815 Public Relations/Recruitment	1,000	4,000	3,000	-	2,000	2,000	2,000	7,000	4,648	2,000	2,000	2,000	-	31,648	55,000	23,352
	15,081	38,909	30,960	37,936	51,504	9,340	34,568	82,441	60,809	17,230	43,336	67,499	-	489,614	440,606	(49,009)
Depreciation																
6900 Depreciation Expense	4,373	4,373	4,373	4,373	4,373	5,398	4,640	4,640	4,640	4,640	4,640	4,640	-	55,103	53,771	(1,333)
	4,373	4,373	4,373	4,373	4,373	5,398	4,640	4,640	4,640	4,640	4,640	4,640	-	55,103	53,771	(1,333)
Interest																
7438 Interest Expense	-	12,439	387	19,744	17,023	41	36	34	6,944	-	2,083	2,083	-	60,815	60,087	(728)
	-	12,439	387	19,744	17,023	41	36	34	6,944	-	2,083	2,083	-	60,815	60,087	(728)
Total Expenses	114,319	337,496	515,864	370,448	380,935	349,465	269,091	474,622	399,322	380,788	502,195	352,712	-	4,447,257	4,451,778	4,521
Monthly Surplus (Deficit)	(104,319)	(223,434)	(402,226)	(123,784)	5,653	35,400	116,423	236,471	84,973	241,399	(128,272)	256,489	765,331	760,105	904,235	(144,130)

Golden Charter Academy

Monthly Cash Flow/Forecast FY22-23

Revised 05/30/2023

ADA = 231.95



	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	Revised Budget Total	Favorable / (Unfav.)
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(104,319)	(223,434)	(402,226)	(123,784)	5,653	35,400	116,423	236,471	84,973	241,399	(128,272)	256,489	765,331	760,105		
Cash flows from operating activities																
Depreciation/Amortization	4,373	4,373	4,373	4,373	4,373	5,398	4,640	4,640	4,640	4,640	4,640	4,640	-	55,103		
Public Funding Receivables	235,744	75,832	132,568	60,145	99,379	(167)	57,399	24,758	80,595	3,042	48,802	-	(765,331)	52,767		
Prepaid Expenses	(8)	7,677	1,000	(4,000)	(2,799)	3,464	(7,043)	(3,638)	(17,328)	(1,129)	-	-	-	(23,804)		
Deposits	(5,000)	(4,000)		(5,000)	(6,000)	(221,433)	-	-	-	(25,452)	-	(284,000)	-	(550,885)		
Accounts Payable	(117,185)	3,241	77,091	(87,479)	8,187	(13,187)	(8,371)	3,658	(20,005)	35,018	-	-	-	(119,032)		
Accrued Expenses	(446)	62,090	11,306	44,655	(6,994)	9,762	(82,786)	(53,432)	2,283	(3,226)	-	(133,938)	-	(150,727)		
Deferred Revenue	-	24,378	22,994	39,216	39,992	234,147	96,722	39,992	39,993	50,125	39,993	212,671	-	840,222		
Cash flows from investing activities																
Purchases of Prop. And Equip.	(7,532)	-	(12,239)	-	-	-	(17,500)	-	-	(151,078)	(20,967)	(20,967)	-	(230,281)		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cash flows from financing activities																
Proceeds from Factoring	-	393,000	-	487,500	315,300	-	-	-	-	-	-	-	-	1,195,800		
Payments on Factoring	(195,200)	(88,400)	(78,000)	(196,500)	(196,500)	(162,500)	(162,500)	(162,500)	(315,300)	-	-	-	-	(1,557,400)		
Capital Lease, net	(4,738)	(4,738)	(4,738)	(4,738)	(4,738)	(4,738)	(4,738)	(4,738)	(4,738)	(4,738)	(4,738)	(4,738)	-	(56,860)		
Proceeds(Payments) on Debt	-	-	(10,417)	(10,417)	(10,417)	(10,417)	(10,417)	(10,417)	-	-	-	-	-	(62,502)		
Total Change in Cash	(194,312)	250,019	(258,288)	203,971	245,437	(124,271)	(18,172)	74,793	(144,888)	148,600	(60,542)	30,157				
Cash, Beginning of Month	292,164	97,852	347,871	89,583	293,554	538,991	414,720	396,549	471,342	326,454	475,054	414,513				
Cash, End of Month	97,852	347,871	89,583	293,554	538,991	414,720	396,549	471,342	326,454	475,054	414,513	444,670				

The Golden Charter Academy

Statement of Financial Position

April 30, 2023

	Current Balance	Beginning Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash & Cash Equivalents	\$ 475,054	\$ 292,164	\$ 182,890	63%
Accounts Receivable	1	1	-	0%
Public Funding Receivables	48,802	818,097	(769,295)	-94%
Factored Receivables	-	(361,600)	361,600	-100%
Prepaid Expenses	43,644	19,840	23,804	120%
Total Current Assets	567,502	768,503	(201,001)	-26%
Long-Term Assets				
Property & Equipment, Net	237,519	94,994	142,525	150%
Deposits	266,885	-	266,885	0%
Total Long Term Assets	504,404	94,994	409,410	431%
Total Assets	\$ 1,071,905	\$ 863,496	\$ 208,409	24%
Liabilities				
Current Liabilities				
Accounts Payable	(14,568)	100,280	(114,849)	-115%
Accrued Liabilities	112,749	133,721	(20,972)	-16%
Deferred Revenue	611,036	23,477	587,559	2503%
Capital Lease, Current Portion	52,479	52,479	-	0%
Notes Payable, Current Portion	62,502	62,502	-	0%
Total Current Liabilities	824,198	372,460	451,738	121%
Long-Term Liabilities				
Capital Lease, Net of Current Portion	6,732	54,116	(47,384)	-88%
Notes Payable, Net of Current Portion	124,996	187,498	(62,502)	-33%
Total Long-Term Liabilities	131,728	241,614	(109,886)	-45%
Total Liabilities	955,925	614,073	341,852	56%
Total Net Assets	115,980	249,423	(133,443)	-54%
Total Liabilities and Net Assets	\$ 1,071,905	\$ 863,496	\$ 208,409	24%

The Golden Charter Academy

Statement of Cash Flows

For the period ended April 30, 2023

	Month Ended 04/30/23	YTD Ended 04/30/23
Cash Flows from Operating Activities		
Change in Net Assets	\$ 241,399	\$ (133,443)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	4,640	\$ 45,823
Decrease/(Increase) in Operating Assets:		
Public Funding Receivables	3,042	769,295
Grants, Contributions & Pledges Receivable	-	(361,600)
Prepaid Expenses	(1,129)	\$ (23,804)
Other Assets	(25,452)	(266,885)
Accounts Payable	35,018	(119,032)
Accrued Expenses	(3,226)	\$ (16,789)
Deferred Revenue	50,125	\$ 587,559
Other Liabilities	-	\$ (62,502)
Total Cash Flows from Operating Activities	304,417	418,622
Cash Flows from Investing Activities		
Purchase of Property & Equipment	(151,078)	(188,348)
Total Cash Flows from Investing Activities	(151,078)	(188,348)
Cash Flows from Financing Activities		
Capital Lease - Net	(4,738)	(47,384)
Total Cash Flows from Financing Activities	(4,738)	(47,384)
Change in Cash & Cash Equivalents	148,600	182,890
Cash & Cash Equivalents, Beginning of Period	326,454	292,164
Cash & Cash Equivalents, Beginning of Period	\$ 475,054	\$ 475,054

The Golden Charter Academy**Budget vs Actual**

For the period ended April 30, 2023

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenues							
State Aid - Revenue Limit							
LCFF State Aid	\$ 310,256	\$ 314,205	\$ (3,949)	\$ 2,083,426	\$ 2,091,300	\$ (7,874)	\$3,033,915
Education Protection Account	17,833	17,928	(95)	34,867	34,962	(95)	46,616
State Aid - Prior Year	24	-	24	24	-	24	-
In Lieu of Property Taxes	-	35,616	(35,616)	-	123,902	(123,902)	230,749
Total State Aid - Revenue Limit	328,113	367,749	(39,636)	2,118,317	2,250,164	(131,847)	3,311,280
Federal Revenue							
Special Education - Entitlement	-	-	-	-	-	-	29,069
Federal Child Nutrition	21,386	26,000	(4,615)	153,664	163,505	(9,841)	260,000
Title I, Part A - Basic Low Income	-	-	-	102,497	102,497	-	102,497
Title II, Part A - Teacher Quality	-	-	-	-	4,586	(4,586)	9,172
Title V, Part B - PCSGP	12,924	23,325	(10,401)	127,420	137,821	(10,401)	334,908
Other Federal Revenue	200,000	-	200,000	259,920	10,000	249,920	210,000
Total Federal Revenue	234,310	49,325	184,985	643,501	418,408	225,093	945,646
Other State Revenue							
State Special Education	35,350	35,932	(582)	70,700	71,863	(1,163)	179,658
State Child Nutrition	5,191	7,000	(1,809)	38,853	43,148	(4,295)	70,000
School Facilities (SB740)	-	-	-	47,277	47,277	-	90,583
Mandated Cost	-	-	-	3,124	3,124	-	3,124
State Lottery	16,129	10,093	6,037	28,568	22,532	6,037	55,240
Prior Year Revenue	-	-	-	8,226	6,784	1,442	6,784
Other State Revenue	-	-	-	-	-	-	196,477
Total Other State Revenue	56,670	53,024	3,646	196,749	194,728	2,021	601,866
Other Local Revenue							
Interest Revenue	1,095	-	1,095	1,850	755	1,095	755
Other Fees and Contracts	-	-	-	934	934	-	934
School Fundraising	2,000	-	2,000	8,569	6,546	2,024	6,546
Contributions, Unrestricted	-	-	-	488,986	163,986	325,000	488,986
Total Other Local Revenue	3,095	-	3,095	500,340	172,221	328,119	497,221
Total Revenues	622,188	470,098	152,090	3,458,907	3,035,522	423,385	5,356,013
Expenses							
Certificated Salaries							
Teachers' Salaries	67,242	71,106	3,864	641,261	641,469	208	712,574
Teachers' Substitute Hours	-	2,400	2,400	20,854	25,340	4,486	27,740
Teachers' Extra Duty/Stipends	4,809	2,400	(2,409)	15,451	12,160	(3,291)	14,560
Pupil Support Salaries	9,512	12,610	3,098	78,514	87,809	9,295	100,419
Administrators' Salaries	10,909	10,909	-	109,203	109,203	-	131,021
Other Certificated Salaries	126	-	(126)	126	-	(126)	-
Total Certificated Salaries	92,598	99,425	6,827	865,408	875,979	10,572	986,313
Classified Salaries							
Instructional Salaries	40,566	43,668	3,101	387,243	366,345	(20,898)	410,013
Support Salaries	12,348	14,060	1,712	121,961	119,725	(2,236)	133,785
Supervisors' and Administrators' Salaries	17,917	17,917	(0)	184,567	184,567	(0)	220,400
Clerical and Office Staff Salaries	15,213	17,893	2,680	158,695	162,010	3,315	197,796
Other Classified Salaries	2,889	-	(2,889)	11,880	-	(11,880)	-
Total Classified Salaries	88,933	93,537	4,604	864,346	832,646	(31,700)	961,993
Benefits							
State Teachers' Retirement System, certificated positions	16,409	19,353	2,944	153,716	160,701	6,986	182,178
OASDI/Medicare/Alternative, certificated positions	5,215	5,963	748	52,112	51,125	(987)	59,370
Medicare/Alternative, certificated positions	2,503	2,864	361	24,378	24,549	171	28,106
Health and Welfare Benefits, certificated positions	3,513	16,000	12,487	27,879	79,073	51,195	111,073
State Unemployment Insurance, certificated positions	287	79	(208)	17,431	14,670	(2,761)	14,828
Workers' Compensation Insurance, certificated positions	355	2,765	2,411	2,314	9,996	7,682	13,431
Other Benefits, certificated positions	561	2,939	2,377	7,343	14,395	7,052	18,046
Total Benefits	28,843	49,962	21,119	285,173	354,510	69,337	427,032

The Golden Charter Academy**Budget vs Actual**

For the period ended April 30, 2023

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Books & Supplies							
Textbooks and Core Materials	-	-	-	1,034	-	(1,034)	-
School Supplies	5,879	6,947	1,068	93,418	88,905	(4,513)	102,800
Software	19,666	2,095	(17,571)	65,840	40,810	(25,030)	45,000
Office Expense	18,135	6,460	(11,675)	74,404	57,080	(17,323)	70,000
Business Meals	5,109	210	(4,899)	8,896	3,980	(4,917)	4,400
Noncapitalized Equipment	3,883	19,480	15,597	107,597	159,540	51,943	198,500
Food Services	48,125	30,386	(17,739)	222,949	229,228	6,280	290,000
Total Books & Supplies	100,798	65,578	(35,220)	574,137	579,544	5,407	710,700
Subagreement Services							
Special Education	3,022	25,569	22,547	54,037	78,541	24,504	129,679
Substitute Teacher	510	-	(510)	31,912	21,190	(10,722)	21,190
Transportation	-	21,438	21,438	5,509	69,824	64,315	112,700
Security	1,811	1,455	(357)	9,800	9,091	(710)	12,000
Other Educational Consultants	11,589	11,277	(312)	115,733	128,924	13,191	151,478
Total Subagreement Services	16,932	59,739	42,807	216,991	307,569	90,578	427,047
Operations & Housekeeping							
Auto and Travel	4,555	813	(3,742)	8,114	5,675	(2,439)	7,300
Dues & Memberships	-	432	432	13,635	14,436	801	15,300
Insurance	-	5,400	5,400	4,124	14,999	10,875	25,800
Utilities	17	8,038	8,021	48,557	63,325	14,768	79,400
Janitorial Services	9,387	3,954	(5,433)	71,496	58,348	(13,147)	66,257
Communications	728	861	133	6,682	6,678	(4)	8,400
Postage and Shipping	37	265	228	914	1,671	757	2,200
Total Operations & Housekeeping	14,724	19,763	5,039	153,522	165,131	11,610	204,657
Facilities, Repairs & Other Leases							
Rent	10,506	10,506	-	105,060	105,060	-	126,072
Equipment Leases	2,227	1,827	(400)	13,798	13,846	48	17,500
Repairs and Maintenance	3,357	3,218	(139)	32,664	29,564	(3,100)	36,000
Total Facilities, Repairs & Other Leases	16,090	15,551	(539)	151,522	148,470	(3,052)	179,572
Professional/Consulting Services							
IT	-	4,798	4,798	9,355	22,403	13,048	32,000
Audit & Taxes	-	350	350	8,100	5,100	(3,000)	5,800
Legal	2,788	2,341	(447)	13,759	15,318	1,560	20,000
Professional Development	9,940	614	(9,326)	43,095	28,572	(14,523)	29,800
General Consulting	(24,583)	5,722	30,305	107,146	78,918	(28,228)	90,362
Special Activities/Field Trips	14,173	3,681	(10,491)	39,785	18,738	(21,047)	26,100
Bank Charges	(170)	273	444	748	1,654	906	2,200
Printing	-	1,400	1,400	3,445	4,200	755	7,000
Other Taxes and Fees	2,091	180	(1,911)	9,494	5,939	(3,555)	6,300
Payroll Service Fee	-	856	856	7,740	8,588	848	10,300
Management Fee	10,992	10,219	(773)	108,464	106,174	(2,290)	122,631
District Oversight Fee	-	3,677	3,677	-	10,461	10,461	33,113
Public Relations/Recruitment	2,000	8,200	6,200	27,648	38,600	10,952	55,000
Total Professional/Consulting Services	17,230	42,313	25,082	378,779	344,665	(34,115)	440,606
Depreciation							
Depreciation Expense	4,640	4,373	(266)	45,823	45,024	(799)	53,771
Total Depreciation	4,640	4,373	(266)	45,823	45,024	(799)	53,771
Interest							
Interest Expense	-	2,083	2,083	56,648	55,920	(728)	60,087
Total Interest	-	2,083	2,083	56,648	55,920	(728)	60,087
Total Expenses	380,788	452,325	71,537	3,592,350	3,709,459	117,109	4,451,778
Change in Net Assets	241,399	17,773	223,627	(133,443)	(673,937)	540,494	904,235
Net Assets, Beginning of Period	(125,419)			249,423			
Net Assets, End of Period	\$ 115,980			\$ 115,980			

The Golden Charter Academy

Accounts Payable Aging

April 30, 2023

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 April 30, 2023

Check Number	Vendor Name	Check Date	Check Amount
10521	ACE Trophy	4/5/2023	64.79
10522	Amazon Capital Services	4/5/2023	2,109.29
10523	Forestiere Underground Gardens	4/5/2023	1,440.00
10524	Fresno Chaffee Zoo	4/5/2023	196.66
10525	Fresno County Superintendent of Schools	4/5/2023	7,500.00
10526	Fresno Discovery Center	4/5/2023	644.00
10527	Fresno Economic Opportunities Commission	4/5/2023	17,200.60
10528	Guided Readers	4/5/2023	167.00
10529	Infinity Home Services, Inc.	4/5/2023	3,700.00
10530	Amazon Capital Services	4/14/2023	65.36
10531	Association for Environmental & Outdoor Education	4/14/2023	960.00
10532	Clovis Unified School District	4/14/2023	8,526.00
10533	Payment Processing Services	4/14/2023	326.00
10534	Phoenix Private Patrol & Security	4/14/2023	1,000.00
10535	The Phoenix Philanthropy Group, Inc.	4/14/2023	9,800.00
10536	Jordan Deion Stanley	4/18/2023	882.00
10537	Fresno Art Museum	4/19/2023	450.00
10538	Aja Yvonne Williams	4/20/2023	544.00
10539	Amazon Capital Services	4/20/2023	795.77
10540	Every Neighborhood Partnership	4/20/2023	11,589.00
10541	Guided Readers	4/20/2023	79.96
10542	Heather Rutowicz	4/20/2023	1,200.00
10543	Infinity Home Services, Inc.	4/20/2023	550.00
10544	IXL Learning, Inc.	4/20/2023	1,148.00
10545	Lerner Publishing Group	4/20/2023	184.54
10546	Pacific Charter School Development	4/20/2023	20,966.67
10547	Revolution Foods, PBC.	4/20/2023	30,924.44
10548	Roo's Heating and Air Conditioning	4/20/2023	85.00
10549	Scout Education Inc	4/20/2023	510.00
10550	Amazon Capital Services	4/26/2023	1,630.62
10551	Amplify Education, Inc.	4/26/2023	275.77
10552	Angel Gomez	4/26/2023	2,000.00
10553	Crecensio Gomez	4/26/2023	2,000.00
10554	Darryl Miller	4/26/2023	66.50
10555	Dyson Janzen Architects, Inc.	4/26/2023	57,812.50
10556	Fiori Educational Services	4/26/2023	1,500.00
10557	Goodfellow Therapy	4/26/2023	1,137.40
10558	Law Offices of Young, Minney & Corr, LLP	4/26/2023	2,788.00
10559	Live Scan Fresno	4/26/2023	138.00
10560	NWEA	4/26/2023	4,248.00
10561	Official Pest Prevention, Inc.	4/26/2023	110.00

The Golden Charter Academy

Check Register

For the period ended April 30, 2023

Check Number	Vendor Name	Check Date	Check Amount
10562	Our Lady of Victory	4/26/2023	10,506.00
10563	Parsec Education, Inc.	4/26/2023	75.00
10564	Rodrigo C Rodriguez	4/26/2023	144.83
10565	Stryke Security, Inc.	4/26/2023	3,044.00
10566	The Learning Collective Inc.	4/26/2023	2,988.00
10567	Fresno County Office of Education	4/28/2023	28,034.89
10568	Fresno County Office of Education	4/28/2023	80.00
ACH	Mountain Alarm	4/3/2023	60.50
ACH	The Hartford	4/3/2023	354.53
ACH	Central Valley Community Bank	4/3/2023	10.16
ACH	Mid Valley Disposal	4/4/2023	777.44
ACH	Gateway Services	4/4/2023	29.15
ACH	Marlin Capital Solutions	4/6/2023	338.90
ACH	LiftForward, Inc - LB	4/7/2023	639.97
ACH	Guardian	4/7/2023	2,778.31
ACH	Hoffman Security	4/10/2023	245.95
ACH	Celero Commerce	4/10/2023	6.50
ACH	City Of Fresno	4/10/2023	445.49
ACH	American Funds	4/10/2023	554.17
ACH	Mobile Modular Management Corporation	4/11/2023	57,672.00
ACH	California Department of Tax and Fee Administration	4/11/2023	336.00
ACH	Bloomerang	4/11/2023	2,062.20
ACH	PG&E	4/11/2023	4,249.98
ACH	Squarespace	4/13/2023	1,590.00
ACH	Central Valley Community Bank	4/14/2023	4.93
ACH	Canva	4/17/2023	89.96
ACH	Comcast	4/17/2023	528.49
ACH	LiftForward, Inc - LB	4/17/2023	4,098.43
ACH	Hoffman Security	4/24/2023	39.95
ACH	Hoffman Security	4/24/2023	40.00
ACH	Hoffman Security	4/24/2023	41.95
ACH	Hoffman Security	4/24/2023	57.00
ACH	Primo Water	4/24/2023	237.78
ACH	Kaiser Foundation Health Plan	4/25/2023	14,699.26
ACH	American Funds	4/26/2023	569.89
ACH	Zoom Video Communications Inc.	4/27/2023	199.90
ACH	Always Golden Events	4/5/2023	995.00
ACH	The Lab Gear	4/5/2023	1,765.39
ACH	Carpet Doctor LLC	4/10/2023	3,250.00
ACH	Golden Pursuit of Growth	4/10/2023	2,100.00
ACH	Charter Impact Inc.	4/14/2023	150.00
ACH	Carpet Doctor LLC	4/20/2023	3,250.00

The Golden Charter Academy

Check Register

For the period ended April 30, 2023

Check Number	Vendor Name	Check Date	Check Amount
ACH	Gerbs Corp	4/20/2023	1.00
ACH	Golden Pursuit of Growth	4/20/2023	2,100.00
ACH	Always Golden Events	4/26/2023	223.00
ACH	Dustin Verzosa	4/26/2023	2,000.00
ACH	Jackie Xiong	4/26/2023	209.76
ACH	Kimi Akina	4/26/2023	295.64
ACH	Melanie Smith	4/26/2023	593.00
ACH	The Lab Gear	4/26/2023	<u>1,691.22</u>

Total Disbursements Issued in April **\$ 353,571.39**

Coversheet

Consideration & Approval of Pacific Charter School Development (PCSD) Loan Agreement

Section: IV. Action Items
Item: A. Consideration & Approval of Pacific Charter School Development
(PCSD) Loan Agreement
Purpose: Vote
Submitted by:
Related Material:
2. Loan Agreement_(predev)_Golden_Final Form REV2 230602 REDLINED TO MERAS ORIG FIN
AL FORM.pdf

LOAN AGREEMENT

THIS LOAN AGREEMENT (this “**Loan Agreement**”, or “**Agreement**”) is made as of ~~{DATE}~~ April 11, 2023 (“**Effective Date**”), by and among PACIFIC CHARTER SCHOOL DEVELOPMENT, INC., a California nonprofit public benefit corporation (“**Lender**”), and GOLDEN OPPORTUNITY LEGACY DEVELOPMENT LLC, a California limited liability company (“**Borrower**”).

RECITALS:

A. Lender previously made an acquisition loan to Borrower in the amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)(the “**Acquisition Loan**”), which Borrower used, in full, to acquire the fee simple interest in that certain property commonly known as 741 W. Belmont Ave., Fresno, CA 93728-2805, as more particularly described in Exhibit A (“**Property**”) pursuant to that Grant Deed recorded in the county records of Fresno County as instrument number 2022-0150633. The Acquisition Loan is evidenced by a Note, Loan Agreement, Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing, and Repayment Guaranty (collectively the “**Acquisition Loan Documents**”).

B. Borrower now seeks to obtain predevelopment services related to the construction of a 26,000 square foot facility on the Property that will house a public charter school operated by The Golden Charter Academy (“**School**”) and will serve, at capacity, 480 students in grades TK-8 (the “**Project**”).

C. To facilitate Borrower’s completion of the Project, Borrower has requested Lender make an additional loan to Borrower in the aggregate maximum principal amount of ONE MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,100,000.00) (the “**Loan**”) the proceeds of which shall be used solely to fund predevelopment costs related to the Project.

D. The Loan shall be evidenced by (i) a certain Promissory Note dated as of the date of this Agreement, made by Borrower and payable to the order of Lender in the original principal amount of ONE MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,100,000.00)(the “**Note**”); (ii) a second priority Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing granted by Borrower to Lender of even date herewith, as the same may be further amended, modified or supplemented from time to time (“**Deed of Trust**”), which shall be subordinate only to that certain first priority Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing granted by Borrower to Lender dated December 20, 2022 and recorded in the county records of Fresno County as instrument number 2022-0150634; (iii) a Repayment Guaranty made by The Golden Charter Academy for the benefit of Lender (“**Guaranty**”); (iv) an Environmental Indemnification and Release Agreement; and (v) any other instruments or documents evidencing or documenting the lending relationship between Borrower and Lender are referred to herein as a “**Loan Document**” and collectively as the “**Loan Documents**”. The payment of the Note, any the interest due thereunder and any other sums payable under the Loan Documents is referred to in this Agreement collectively as the “**Indebtedness.**”

E. Independent from the Loan, Borrower previously engaged Pacific Charter School Development, Inc. pursuant to that certain Project Management Agreement dated August 1, 2022 (“**Project Management Agreement**”) to provide project management services for the Project.

F. Following (i) Borrower’s contribution of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) towards the acquisition of the Property, and (ii) Borrower’s payment of Project costs, as reasonably approved by Lender, in an amount not less than TWO HUNDRED EIGHTY-FOUR THOUSAND AND NO/100 DOLLARS (\$284,000.00) for an aggregate contribution of FIVE

HUNDRED THIRTY-FOUR THOUSAND AND NO/100 DOLLARS (\$534,000.00)(collectively, “**Required Borrower Predevelopment Equity**”), and subject to the obligations and provisions set forth in this Agreement, Lender shall then issue the Loan to Borrower. As of the date of this Agreement, Borrower has contributed a total of [THREE HUNDRED SIXTY-FOUR THOUSAND ONE HUNDRED NINETY-TWO AND NO/100 (\$364,192.00)] towards the Required Borrower Predevelopment Equity.

G. It is a condition of making the Loan that Borrower enter into and be bound by this Agreement and the other Loan Documents.

AGREEMENTS

NOW, THEREFORE, in consideration of the Recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** Terms appearing as initially capitalized terms and not otherwise expressly defined in this Agreement have the respective meanings given to them in this Agreement.

“**Business Day**” means any day other than a Saturday, Sunday, or legal holiday on which banks are authorized or required to close in Los Angeles, California.

“**Closing**” has the meaning set forth in Section 4 of this Agreement.

“**Closing Date**” has the meaning set forth in Section 4 of this Agreement.

“**Code**” means the Internal Revenue Code of 1986, as amended, and any corresponding provision or provisions of prior or succeeding law.

“**Default Rate**” means a rate equal to five percent (5%) per annum above the Interest Rate or the maximum amount allowed by law, whichever is less.

“**Guarantor**” means The Golden Charter Academy

“**Escrow**” means Fidelity National Title

“**Event of Default**” has the meanings set forth in Section 13 of this Agreement.

“**Improvements**” means any and all improvements, structures, or buildings, and all replacements and alterations thereof or thereto, whether now or hereafter located upon the Property, including all plant equipment, apparatus, machinery, and fixtures of every kind and nature whatsoever forming a part of such improvements, structures, or buildings.

“**Interest Rate**” means an annual rate equal to two and one-half percent (2.5%) of the outstanding Loan balance.

“**Lender Expenses**” means, collectively, all costs and expenses incurred by or on behalf of Lender on account of or in connection with the administration and collection of the Loan and Loan Documents and/or the operation, oversight, and management of the investment and business activities of the Lender in connection with the Loan.

“**Loan Proceeds**” means the proceeds of the Loan.

“**Maturity Date**” means, December 20, 2024.

“**Origination Fee**” a nonrefundable fee due and payable to Lender equal to one percent (1%) of the Loan, totaling Eleven Thousand and No/100 Dollars (\$11,000.00).

“**Person**” means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust or foreign business organization, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so permits.

“**Project**” has the meaning set forth in the Recitals to this Agreement.

“**Project Management Agreement**” has the meaning set forth in the Recitals to this Agreement.

“**Title Company**” means Fidelity National Title

“**Title Insurance Policy**” means ALTA lender’s extended coverage policy of title insurance issued by a title insurance company acceptable to Lender in the full amount of the Loan insuring that the Deed of Trust, as of the Closing Date, is a valid firstsecond priority lien on the fee simple interest in the Property, including such other items or endorsements as may be approved or requested by Lender in writing.

2. **Incorporation of Recitals.** The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

3. **Conditions Precedent.** The making of the Loan to Borrower as of the date hereof shall be contingent on satisfaction of each of the following conditions precedent:

(a) **No Condemnation.** No proceedings to condemn any part of the Property shall have been threatened or commenced by any authority having the power of eminent domain.

(b) **Lender’s Title Policy.** Lender has received confirmation from the Title Company that it will issue the Title Insurance Policy substantially in the form attached hereto as Exhibit B.

(c) **Project Timeline.** Lender’s determination of the Project timeline, including but not limited to the timeline for major construction timeline milestones.

(d) **Loan Fees and Transaction Expenses.** On the Closing Date Borrower has provided Lender with evidence satisfactory to Lender that it has wired to Escrow and Escrow has received, (A) the Origination Fee; and (B) an amount equal to all Lender Expenses through the Closing Date.

(e) **Closing Conditions.** Borrower’s satisfaction of all other applicable closing terms and conditions set forth in this Agreement, as determined by Lender in its reasonable discretion.

4. **Closing Date.** The closing of the Loan (the “**Closing**”) shall occur on the Effective Date (the “**Closing Date**”).

5. **Closing Documents.** On or prior to the Closing Date, Borrower shall deliver to Lender an original of each of the following documents, all executed in the manner indicated therein, and all in form and substance acceptable to Lender in its sole discretion:

- (a) Note;
- (b) Loan Agreement;

- (c) Deed of Trust;
- (d) Guaranty;
- (e) Environmental Indemnification and Release Agreement;
- (f) Certificate of Borrower Resolution;
- (g) Borrower's General Certificate and Agreement; and
- (h) Such other documents as Lender may reasonably require.

6. **Other Materials.** Not later than three (3) Business Days prior to the Closing Date, Borrower, at its sole cost and expense, shall deliver or cause to be delivered to Lender the following documents and other materials, in form and substance satisfactory to Lender:

- (a) Record Searches. *Reserved.*
- (b) Survey. *Reserved.*
- (c) Organizational Documents. Copies of the following:

- (i) Incorporation. For Borrower, Articles of Organization or equivalent document, certified by the California Secretary of State and certified as current by an authorized officer as of a date within thirty (30) calendar days prior to the Closing Date; and for Guarantor, Articles of Incorporation or equivalent document, certified by the California Secretary of State and certified as current by an authorized officer as of a date within thirty (30) calendar days prior to the Closing Date;

- (ii) Good Standing. Certificate of Good Standing or equivalent document for Guarantor, certified by the California Secretary of State as of a date within sixty (60) calendar days prior to the Closing Date;

- (iii) Resolution. Transaction resolution, certified by an authorized officer as of a date within thirty (30) days prior to the Closing Date, authorizing the transactions contemplated by this Agreement;

- (iv) Certification. Borrower certificate indicating the validity of each of the forgoing Organizational Documents as well as those officers who are authorized to execute and deliver the applicable documents required hereunder, certified by an authorized officer as of a date within thirty (30) days prior to the Closing Date; and

- (v) Other. Such other organizational documents as may be reasonably required by Lender.

- (d) Insurance Policies. The Title Insurance Policy and prepaid policies for Borrower, property damage insurance, workers' compensation insurance, property manager's insurance or fidelity bond, if applicable, and such other insurance coverage as Lender may reasonably require, all of which insurance policies except workers' compensation insurance and excess liability coverage shall name the Lender as loss payee or additional insured with no other loss payees or additional insureds except as may be approved in advance by Lender, and shall otherwise be in form, amount and content and with companies

reasonably satisfactory to Lender. Without limiting the foregoing, the Borrower shall provide policies of insurance satisfying the requirements set forth in this Agreement.

7. **Terms and Conditions of the Loan.** The Loan shall be subject to the following terms and conditions:

(a) **Loan Construction and Security.** The Loan shall be evidenced by the Note, this Agreement, secured against the Property by the Deed of Trust and further secured by a Repayment Guaranty provided by Guarantor.

(b) **Loan Amount.** The Loan shall be in an aggregate principal amount of One Million One Hundred and No/100 Dollars (\$1,100,000.00).

(c) **Disbursements.** Lender shall disburse all Loan Proceeds in accordance with the Disbursement Conditions set forth in Exhibit C.

(d) **Purpose and Documents Evidencing Loan.**

(i) **Purpose of Loan.** In accordance with this Agreement, the Loan Proceeds shall be used solely to (A) finance and/or reimburse the hard and soft costs incurred and to be incurred in connection with the predevelopment of the Project, and (B) pay Loan transaction costs and fees approved by the Lender or as otherwise set forth in this Agreement or in the other Loan Documents. Borrower agrees that the Loan Proceeds without additional capital are not sufficient to complete the Project.

(ii) **Loan Documents.** The Loan shall be evidenced by and the following documents:

- (A) Note;
- (B) Loan Agreement;
- (C) Deed of Trust;
- (D) Guaranty;
- (E) Environmental Indemnification and Release Agreement;
- (F) Certificate of Borrower Resolution;
- (G) Borrower's General Certificate and Agreement; and
- (H) such other documents as Lender may reasonably require.

Borrower shall be responsible for paying all obligations related to the filing of the instruments to secure the Loan.

(e) **Interest and Payments.**

(i) Interest shall accrue on the Note at the Interest Rate on the outstanding principal balance of the Note; provided, however, if any payment of principal or interest due thereunder is not received by Lender within five calendar (5) days when due, including, but not limited to, when due

upon acceleration, Borrower immediately shall pay to Lender a late charge equal to five percent (5%) of such overdue amount and the aggregate unpaid amount shall bear interest from the due date until paid at the Default Rate. To the extent that an Event of Default continues and there is an interest rate adjustment that would have applied had there been no Event of Default, the increase of five percent (5%) shall apply and accrue (if unpaid) until either the outstanding balance of the Loan, together with all interest accrued thereon, is paid in full or until the Event of Default is cured. Interest shall at all times be payable in arrears. Lender will calculate interest on the basis of a 360-day year consisting of twelve (12) thirty (30)-day months.

(ii) From the Closing Date through the Maturity Date, Borrower unconditionally promises to pay Lender:

(A) Interest-only monthly installments on the outstanding principal balance of the Loan, due on the first (1st) day of the first month following the Closing Date and continuing on the first day of each succeeding month thereafter; provided, however, that the first such installment of interest shall also include interest accruing from the Closing Date through and including the last day of the month in which the Closing Date occurs; and

(iii) All payments shall be applied first to late charges and other costs and fees payable hereunder, if any, then to accrued and unpaid interest and then in reduction of the principal amount of the Loan.

(iv) All principal and interest shall be payable in lawful money of the United States of America. Payment shall be deemed made at the time Lender receives such payment.

(f) Prepayment. The Loan may be prepaid in whole or in part, without prepayment penalty or charge. Any partial prepayments shall not relieve Borrower of the obligation to pay periodic installments of principal and/or interest as and when the same would otherwise fall due. Any Loan amounts repaid or prepaid may not be re-borrowed.

8. **Affirmative Covenants**. To help assure payment of the amounts due under the Loan, Borrower and Guarantor, as applicable, covenants and agrees as follows:

(a) Environmental Barriers. Borrower shall comply with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and similar state and local laws and implementing regulations and rules, all as they may be amended and supplemented from time to time.

(b) Lead-Based Paint. Borrower shall comply with the provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et seq.) and implementing regulations (24 CFR Part 35) and rules, all as they may be amended and supplemented from time to time. Borrower shall also engage a licensed certified lead abatement contractor prior to any renovation or demolition work with the potential to disturb lead-containing paint.

(c) Financial Covenants. Borrower and Guarantor, as applicable, shall maintain or cause to be maintained the following covenants and ratios (the “**Financial Covenants**”), compliance with which shall be tested on an annual basis based on Borrower and Guarantor’s audited annual financial statements, at the end of each fiscal year beginning at the end of each party’s 2022 fiscal year:

(i) Guarantor shall be required to maintain a minimum Quick Ratio of not less than 1.00:1.00. For purposes hereof, the Guarantor’s “Quick Ratio” shall be determined by dividing (A) the sum of its cash, cash equivalents, marketable securities and accounts receivable, by (B) the sum of all of its

current Liabilities. "Liabilities" shall mean liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

(ii) Borrower and Guarantor shall be required to maintain a minimum Current Ratio of not less than 1.05:1.00. For purposes hereof, the Guarantor's "Current Ratio" shall be determined by dividing (A) the sum of all of its current assets, by (B) the sum of all of its current liabilities.

(iii) Guarantor shall be required to maintain a positive net cash flow at the end of each fiscal year.

(iv) Guarantor's ratio of total debt to net assets shall not exceed 3.5:1

(v) Guarantor shall be required to maintain a minimum Debt Service Coverage Ratio of not less than 1.1 to 1.00 for all Project Debt. For the purposes hereof, the Guarantor's "Debt Service Coverage Ratio" shall be determined by dividing Guarantor's net operating income (defined as net income plus depreciation, amortization and interest) by all Project-related debt.

(vi) All computations of the covenants and ratios specified herein shall be certified by Borrower as being true and correct, calculated in accordance with GAAP, consistently applied and measured at the end of each of Borrower's fiscal years, respectively, which such certification will be included in an annual certificate of performance in form and content acceptable to Lender. Lender reserves the right, in its sole discretion, and at Borrower's expense, to perform an audit of the foregoing Financial Covenants, and Borrower shall cooperate with such audit.

(d) Existence. Borrower and Guarantor shall each preserve, renew, and keep in full force and effect its corporate existence, privileges, licenses, permits, franchises and insurance coverage; comply with all laws and regulations applicable to it; and obtain and maintain in full force and effect all authorizations, consents, approvals, exemptions, franchises, permits, and licenses of, and filings with, governments or governmental or administrative bodies or agencies necessary to maintain the existence of the School and its approved and authorized charter and for the performance of any act, the carrying on of any activity, or the entering into of any transaction by the Borrower or Guarantor.

(e) Filings. Borrower and Guarantor shall file or cause to be filed all Federal, state, and local tax or information returns required to be filed by it, and pay and discharge or cause to be paid and discharged promptly any taxes, assessments, and governmental charges or levies imposed upon them or upon their income or profits, or upon any of its property or upon any part thereof, before the same shall become in default, as well as all lawful claims for labor, materials and supplies, or otherwise which, if unpaid, might become a lien or charge upon its property, or any part thereof.

(f) Cooperation. Borrower and Guarantor shall cooperate fully with Lender's advisors and shall grant Lender and its representatives and advisors reasonable access to the personnel, books and records of Borrower relating to the Project and the Property and shall permit Lender, to inspect the Property at any time and from time to time upon reasonable prior notice, to the extent permitted by law.

(g) Use of Proceeds. Borrower shall utilize the Loan Proceeds only for the purposes specified in Section 7(d)(i) of this Agreement.

(h) Management. Borrower shall notify Lender in writing of any change in Borrower's or Guarantor's officers, board of directors, or board of trustees, as applicable, and/or Borrower's senior management, within ten (10) calendar days of any such change. For purposes hereof, "senior

management” includes, without limitation, the positions of Executive Director, President, Chief Executive Officer, Chief Financial Officer, and Chief Operating Officer, Principal, Vice Principal.

(i) UCC Filings. Borrower and Guarantor each hereby irrevocably authorizes Lender at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that contain any other information required by part 5 of Division 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment. Borrower and Guarantor each also ratifies its authorization for Lender to have filed in any Uniform Commercial Code jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

(j) Organizational Change. Borrower shall not reorganize itself under the laws of any jurisdiction other than the jurisdiction in which it is incorporated as of the date hereof without the prior written consent of Lender.

(k) Tax Status. Borrower shall maintain its status as a disregarded entity of a tax-exempt nonprofit organization under Section 501(c)(3) of the Code.

(l) Additional Debt. Borrower shall provide notice to Lender in each instance, before it shall (i) create, incur, assume or suffer to exist any indebtedness, or in any manner become liable directly or indirectly with respect to any indebtedness, except for amounts owing to Lender; (ii) enter into any commitments for money to be borrowed; or (iii) guarantee or become obligated to pay the obligations of any other person, whether direct or indirect.

9. Negative Covenants. Without Lender’s prior written consent (which may be given or withheld in Lender’s sole and absolute discretion), neither Borrower nor Guarantor shall:

(a) Transfers. Convey, transfer or encumber, or permit the conveyance, transfer or encumbrance of, any part of the Property, except as may be required to secure tax-exempt bonding financing, to be used to repay all then outstanding Indebtedness and related costs, expenses and fees.

(b) Dissolution. Liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution).

(c) Control of Borrower. Suffer or permit (i) any sale, assignment, or other change or transfer of legal or equitable control of Borrower, or (ii) the issuance, sale, merger, consolidation, transfer, pledge, assignment, or disposition of any ownership interest in Borrower.

10. Project Management. Borrower acknowledges and agrees that project management services shall be provided by Lender pursuant to the terms of the Project Management Agreement. Notwithstanding any terms in the Project Management Agreement, this Agreement or any Loan Document to the contrary, (a) Lender’s obligations, liabilities and responsibility for project management are as set forth and limited in that Project Management Agreement, as modified or amended from time to time, and in no event shall the Lender be deemed to have assumed, and Borrower hereby waives and releases Lender from, any additional obligation or liability under this Agreement or any Loan Document for any action undertaken by the Lender in its capacity as project manager pursuant to the Project Management Agreement, and (b) Lender’s obligations, liabilities and responsibility as a Lender are as forth and limited in this Agreement and the Loan Documents, and in no event shall the Lender be deemed to have assumed, and Borrower hereby waives and releases Lender from, any additional obligation or liability under the Project Management Agreement for any action undertaken by the Lender in its capacity as lender pursuant to this Agreement or any other of the Loan Documents.

11. **Conflicts.** Borrower further agrees that no person who is an employee, agent, consultant, officer or elected or appointed official of Borrower shall obtain a financial interest or benefit from a Loan-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for such person or for any other person with whom such person has a family or business relationship; and (b) in addition to and not in limitation of clause (a) above, no person who is an employee, agent, consultant, officer or elected or appointed official of Borrower and who exercises or has exercised any functions or responsibilities with respect to activities assisted with Loan Proceeds, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, shall obtain a financial interest or benefit from a Loan-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for such person or for any other person with whom such person has a family or business relationship. Borrower shall take all reasonable steps to ensure that the provisions of this Section 11 are adhered to and observed.

12. **Records and Reports.**

(a) **Audits.** The Property and the equipment, buildings, plans, specifications, offices, apparatus, devices, books of account, contracts, records, documents and other papers relating thereto which are owned or leased by Borrower, as the case may be, and the records and books of account relating to and owned by Borrower or Guarantor shall at all times be maintained in reasonable condition for proper audit, and shall be subject to examination, inspection and copying by Lender and its agents, accountants, attorneys and representatives, at any time as Lender reasonably requires, to the extent permitted by law, and Borrower and Guarantor shall permit Lender and its agents, accountants, attorneys and representatives to discuss Borrower, the School or Guarantor's affairs, finances and accounts with Borrower, to the extent permitted by law. Lender shall have the right to share any information obtained thereby with others in the ongoing course of its ownership or sale, if any, of the Loan, or any interest therein.

(b) **Financial Reports.** Borrower shall at its own cost and expense, deliver to Lender in form and content satisfactory to the Lender each of the following:

(i) **Quarterly Financial Statements.** As soon as available, but in no event later than forty-five (45) days after the end of each quarter of each fiscal year commencing with the July 1, 2022 fiscal year, Borrower shall deliver financial statements on a consolidated basis and a stand-alone basis for the School to Lender, including a balance sheet, statement of profit and loss and cash flow statement, for the prior quarter then ended;

(ii) **Audited Annual Financial Statements.** As soon as available, but in no event later than one hundred eighty (180) days after the end of each fiscal year in which any amount of the Loan is outstanding to Borrower, Borrower shall provide a balance sheet on a consolidated basis and a stand-alone basis for the School as of the end of such fiscal year, and the related statements of income and expenses and changes in financial position, which shall be in reasonable detail, and shall be certified by independent certified public accountants selected by the Borrower and approved by Lender, such approval not to be unreasonably withheld, and shall be accompanied by an opinion of such independent certified public accountants, which opinion shall state that such financial statements fairly present the financial position of the School and Borrower, as applicable, for the period then ended and have been prepared in accordance with generally-accepted accounting principles consistently applied, and that the examination by such accountants has been made in accordance with generally-accepted auditing standards and accordingly included such tests of the accounting records and such other auditing procedures as were considered necessary in the circumstances.

(iii) Attendance Reporting. Within thirty (30) days of fiscal year end, Borrower shall provide copies of the School's P-1, P-2 and P-Final reports as submitted to the California Department of Education describing its historical school attendance.

(iv) Annual Fundraising and Repayment Plan. As soon as available, but in no event later than forty-five (45) days after the end of each fiscal year in which any amount of the Loan is outstanding to Borrower, Borrower shall provide an updated fundraising and Loan repayment plan that will demonstrate full Loan repayment on or prior to the Maturity Date.

(v) Other Information. Such other financial information with respect to Borrower, the School, Guarantor or the Property as Lender may reasonably request from time to time.

13. **Events of Default**. Each of the following shall constitute an "Event of Default" with respect to the Loan, as indicated below:

(a) Certain Defaults. If (i) a default occurs in any payment when due of any principal, interest or any other sum due under the Note, any other Loan Document, whether due at the Maturity Date, by reason of acceleration or otherwise, (ii) a default occurs in the due observance or performance of any covenant or agreement on the part of Borrower or Guarantor contained in any Loan Document, or (iii) any warranty or representation made in any Loan Document is determined to have been false or misleading when made;

(b) Notices. If Borrower fails to do any of the following:

(i) to give Lender prompt notice of:

(A) Any proceeding instituted or threatened against the Borrower in or before any court or any governmental or administrative body or agency, which proceeding could have a material adverse effect upon the operations of Borrower or the operations, assets, or properties of Borrower or any investigation, adverse regulatory action, or proposed action by any governmental body or agency against the Borrower;

(B) Any change in circumstances that would cause the Loan no longer to serve the purposes stated in Section 7(e)(i);

(C) Any threatened termination, revocation, suspension, or denial of or challenge to either the tax-exempt status or nonprofit corporate status of Guarantor or Borrower by any governmental authority;

(D) Any Event of Default or other event that, with notice or lapse of time or both, would constitute an Event of Default; or

(E) Any change to Borrower's status as disregarded entity of an exempt organization under Section 501(c)(3) of the Code.

(c) *Reserved*

(d) Court Appointment. If by the order of a court of competent jurisdiction, a trustee, receiver or liquidator of any collateral or any part thereof or interest therein, of Guarantor or of Borrower, shall be appointed;

(e) Insolvency. If Borrower or Guarantor shall file a petition in bankruptcy or for an arrangement or reorganization pursuant to the Federal Bankruptcy Code or any similar law, federal or state, or if, by decree of a court of competent jurisdiction, Borrower shall be adjudicated bankrupt, or be declared insolvent, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or receivers of any security property or any part hereof or interest therein;

(f) Creditor Action. If any creditor of Borrower or Guarantor shall file a petition in bankruptcy against, or for reorganization of, Borrower pursuant to the Federal Bankruptcy Code or any similar law, federal or state;

(g) Judgment. If final judgment for the payment of money of \$250,000 or more shall be rendered against Borrower or Guarantor and it shall not discharge or bond the same or cause it to be discharged or bonded, or shall not appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment was granted, based or entered, and secure a stay of execution pending such appeal.

(h) Default under Other Material Agreements. If a default occurs under the Project Management Agreement or any material agreement affecting the financial condition of Borrower; specifically, including, but not limited to, all covenants, certificates and agreements entered into by Borrower, Guarantor, or the School in connection with or relation to this Loan;

(i) Adverse Proceedings. Existence or change in status of any pending litigation or administrative proceedings or investigations against or affecting Borrower or Guarantor, which, if determined adversely to such party, would have a materially adverse effect upon the Borrower or the Project;

(j) Financial Condition.

(i) Material adverse change in the financial condition of Borrower or Guarantor; or

(ii) If Lender in its good faith believes the prospect of payment of the Note is substantially impaired due to acts or events bearing upon the financial condition or results of operations of the Borrower;

(k) Funding Status. Non-receipt of any state or federal funding committed for the School or Guarantor, as reflected in any financial statement provided by or on behalf of Borrower or Guarantor to Lender, likely to have a materially adverse effect on the Project or on Borrower's compliance with any financial covenants in the Loan Documents;

(l) School Charter. Any governmental or regulatory entity revokes, repeals, or amends the charter for the School; provided, however, any such amendment which does not impair the School's ability to continue in the ordinary course of the business or the Borrower's ability to perform its obligations under the Loan Documents will not constitute an Event of Default.

(m) Cross Default. A default in this Agreement will constitute a default under the Acquisition Loan Documents and a default under any one or more of the Acquisition Loan Documents will constitute a default under this Agreement.

14. **Remedies.** Upon the occurrence of an Event of Default, Lender shall have the remedies described below, as applicable, and those remedies available under the terms of the other Loan Documents:

(a) **Acceleration.** Without notice or demand, declare the entire unpaid principal amount of the Note, together with any interest accrued thereon, immediately due and payable and proceed with any rights and remedies set forth in the Note, and/or one or more other Loan Documents or any combination thereof.

(b) **Judicial Relief.** Lender may proceed by suit or suits, at law or in equity, to enforce the payment of the Indebtedness. This remedy shall be cumulative of any other remedies available to the Lender under this Agreement or the other Loan Documents. Proceeding with a request or receiving a judgment for legal relief shall not be or be deemed to be an election of remedies or bar any available remedy of the Lender.

(c) **Lender Cure.** Use and apply any monies deposited by Borrower with Lender, regardless of the purpose for which the same were deposited, to cure any such Event of Default or to repay any indebtedness under the Loan Documents which is due and owing to Lender, and otherwise take such actions as Lender determines to be necessary or appropriate in order to cure any other Event of Default pursuant to the rights and powers afforded to Lender under the provisions of any of the Loan Documents, or by applicable law.

(d) **UCC Rights of Enforcement.** Lender may exercise its rights of enforcement under the Uniform Commercial Code.

(e) **Other.** Exercise such other rights or remedies as may be available to Lender hereunder, at law or in equity.

(f) **No Stay; Exemption/Moratorium.** Except as set forth below, Borrower shall not at any time insist upon, plead or in any manner whatsoever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from execution or sale of pledged security, if any, wherever enacted, whether now or at any time hereafter in force, which may affect the covenants and terms of performance of this Agreement, nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the pledged security, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to Lender, and shall suffer and permit the execution of every power as though no such law or laws had been made or enacted. Borrower for itself and all who may claim under it, waives, to the extent that it lawfully may, all right to have the pledged security or any part thereof marshalled upon any foreclosure hereof.

(g) **Cumulative Remedies.** No remedy conferred herein or in any other Loan Document upon or reserved to Lender is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity or by statute. No delay or omission of Lender in exercising any right or power accruing upon any Event of Default shall impair any such rights or power, or shall be construed to be a waiver of any such Event of Default or any acquiescence therein; and every power and remedy given by this Agreement to Lender may be exercised from time to time as often as may be deemed expedient by Lender. Nothing in this Agreement or in the Notes shall affect the obligation of the Borrower to pay the principal of, and interest on, the Note in the manner and at the time and place therein respectively expressed.

(h) Default Cure Period. Except for certain Events of Default described in the last sentence below, Lender shall not exercise any remedy under the Loan Documents under which a default has occurred unless such default has not been cured to the reasonable satisfaction of Lender: (i) within any applicable cure period specified in the Loan Documents, or, otherwise, (ii) within twenty (20) days after Borrower has knowledge of the occurrence of the default if no cure period is specified in the Loan Documents. This Section 14(h) shall not apply to any of the Events of Default described in any of Sections 13(d), (e) or (f) of this Agreement, for which there shall be no cure period.

15. *Reserved*

16. **Insurance.**

(a) Borrower shall, at its expense, provide or cause to be provided at all times during the Loan term the following policies of insurance:

(i) Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, products and completed operations liability, independent contractor's liability, and cross liability protection.

(ii) Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount of not less than \$1,000,000 per accident or occupational illness and \$1,000,000 in aggregate.

(iii) Professional liability insurance coverage of at least \$2,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.

(iv) Property insurance insuring against and covering (i) the building and all other improvements in, on, or to the Property (including, but not limited to, fixtures and improvements that may be made by or on behalf of Borrower), and (ii) trade fixtures, merchandise, and other personal property from time to time in, on, or upon the Property. Such policies shall include coverage in an amount not less than the greater of (i) the value of the Loan and (ii) one hundred percent (100%) of the actual replacement cost of the insured property from time to time during the term of this Agreement.

(b) The following insurance endorsements shall be required:

(i) Additional Insured. On Borrower's Property, Builder's Risk and CGL insurance policies Lender, its Board of Directors, and its officers, employees, and agents shall be named as additional insureds. The policies must be endorsed to provide that any failure to comply with the reporting provisions of the policy shall not affect coverage to Lender, its Board of Directors, or its officers, employees, or agents. The CGL additional insured endorsement must provide additional insured status until all Indebtedness is repaid in full.

(ii) Cancellation. On each of Borrower's insurance policies it shall obtain an endorsement which provides that Lender is entitled to 30 days prior written notice of cancellation or nonrenewal of the policy, or reduction in coverage, by certified mail, return receipt requested; if Borrower's insurance company does not provide this notice, Borrower shall provide Lender with copies of any written notice of cancellation within two (2) business days of receipt thereof.

(iii) Primary. On each of Borrower's insurance policies it shall obtain an endorsement which provides that the insurance afforded by the respective policy is primary to any insurance

or self-insurance of Lender, its Board of Directors, officers, directors, employees, or agents with respect to operations of the insured. Any insurance maintained by the Lender, its Board of Directors or its officers, employees, or agents shall be in excess of the Borrower's insurance and shall not contribute to it.

(iv) Waiver of Subrogation. On each of Borrower's insurance policies it shall obtain an endorsement which provides that the insurer will waive its right of subrogation against Lender, its Board of Directors and its officers, directors, employees and agents with respect to any losses paid under the terms of the respective policy which arise from work performed by Borrower in relation to this Agreement.

(v) Severability of Interest. On each of Borrower's insurance policies it shall obtain an endorsement which provides that the Borrower's insurance shall apply separately to Lender, its Board of Directors, officers, employees, and agents against whom a claim is made or suit is brought, except with respect to the limits of Borrower's liability.

(c) Borrower shall pay or cause to be paid as and when the same become due and payable the premiums for all insurance policies that Borrower is required to maintain hereunder. All such policies shall be non-assessable and shall contain such expiration dates as Lender may reasonably require. Borrower shall deliver to Lender concurrently herewith insurance certificates setting forth in reasonable detail the terms of all insurance policies that Borrower is required to maintain hereunder, together with true and complete copies of such policies. Borrower shall deliver to Lender, concurrently with each change in or renewal of any such insurance policy, a certificate with respect to such changed insurance policy certified by the insurance broker that procured or placed such policies, in the same form and containing the same information as the initial certificates required to be delivered by Borrower pursuant to this subparagraph and a certificate of Borrower certifying that all of the insurance policies maintained by Borrower pursuant hereto comply in all respects with the requirements of this Agreement, that all premiums then due thereon have been paid to the applicable insurers and that the same are in full force and effect.

(d) All insurers shall be authorized to issue insurance in the jurisdiction in which the Property is located and all insurers and reinsurers shall have the A.M. Best rating of "A-V" or better or otherwise be issued through CharterSAFE, a joint powers authority.

(e) In the event of a casualty loss:

(i) Borrower shall give immediate written notice to the insurance carrier and to Lender. If at any time during the occurrence or existence of a casualty loss an Event of Default shall exist and be continuing hereunder, Borrower hereby agrees that it authorizes and appoints, without any further action required, Lender as attorney in fact for Borrower to make proof of loss, to adjust and compromise any claims under policies of property damage insurance, to appear in and prosecute any action arising from such property damage insurance policies, to collect and receive the proceeds of property damage insurance, and to deduct from such proceeds Lender Expenses incurred in the collection of such proceeds. This power of attorney shall be coupled with an interest and therefore is irrevocable. However, nothing contained in this Section shall require Lender to incur any expense or take any action. Lender may, at its sole option, (A) hold the balance of such proceeds to be used to reimburse Borrower for the cost of restoring and repairing the Property to the equivalent of its original condition or to a condition approved by Lender (the "**Restoration**"), or (B) apply the balance of such proceeds to the payment of the Indebtedness, whether or not then due. To the extent Lender determines to apply insurance proceeds to Restoration, Lender shall do so in accordance with Lender's then-current policies relating to the restoration of casualty damage on similar properties.

(ii) Lender shall not exercise its option to apply insurance proceeds to the payment of the Indebtedness if all of the following conditions are met: (A) no Event of Default (or any event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default) has occurred and is continuing; (B) Lender determines, in its reasonable discretion, that there will be sufficient funds to complete the Restoration; (D) Borrower continues to satisfy the Financial Covenants required under this Agreement.

(f) Borrower shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Agreement unless Lender has approved the insurance company and the form and content of the insurance policy, including, without limitation, the naming thereon of Lender as a named insured. Borrower shall immediately notify Lender whenever any such separate insurance is taken out and shall promptly deliver to Lender the policy or policies or certificates of such insurance.

(g) During the continuation of an Event of Default, Lender may require that (i) Borrower deposit with Lender one-twelfth (1/12) of the annual premiums for insurance required under this Agreement, and Borrower shall accordingly make such deposits, and (ii) Borrower also deposit with Lender a sum of money which, together with the aforesaid monthly installments, will be sufficient to pay the insurance premiums for such insurance at least thirty (30) days before such payments are first due. If the amount of any such insurance premiums are not ascertainable at the time any such deposit is required to be made, the deposit shall be made on the basis of Lender's estimate thereof, and when such insurance premiums are fixed for the then-current year, Borrower shall promptly deposit any deficiency with the Lender.

All funds so deposited, until so applied, shall be held by the Lender without interest (except to the extent required under applicable laws), and may be commingled with other funds of the Lender so long as an Event of Default shall exist and be continuing hereunder; *provided* that if Borrower shall have supplied, in the manner set forth in the next sentence, the instructions, information and documents necessary for the Lender to make an effective application and payment of such funds, all funds so deposited shall be applied to the payment of insurance premiums in the order determined by Lender and in accordance with instructions to be furnished to Lender by Borrower. Borrower shall, at least thirty (30) days before the date on which any such insurance premiums first become payable, furnish the Lender with bills and instructions for the payment of such insurance premiums and/or such other documents as are necessary for the payment of the same. If Borrower has not complied with any of the foregoing, Lender may apply funds so deposited or deduct from the outstanding balance of the Loan in the order determined by Lender.

Upon any assignment of this Agreement by Lender, Lender shall have the right to pay over the unapplied balance of any amounts deposited pursuant to this Section, if any, to the assignee (or to a successor depository designated by such assignee) with an agreement to use the amounts transferred for the purposes required by this Section, and Lender shall thereupon be completely released from all liability with respect thereto. This provision shall apply to every transfer of such deposits to a new assignee (or a successor depository). When the Loan has been paid in full and all other obligations of Borrower under the Loan Documents have been performed and observed in full, Lender shall, and at any prior time Lender at its election may, pay over the unapplied balance of the deposits, if any, to the Borrower property or its designee and no other person shall have any right or claim thereto.

17. **No Personal Liability.** No member, officer, agent or employee of Lender, or its successors and assignees, shall be liable personally concerning any matters arising out of or in connection with the undertakings or obligations set forth in this Agreement.

18. **Entire Agreement; Amendment.** This Agreement and the other Loan Documents contain the entire agreement of the parties hereto with respect to the transactions contemplated hereby. This Agreement shall not be altered or amended without the prior written approval of all parties hereto.

19. **Notices.** Any notice, demand, request or other communication that any party may desire or may be required to give to any other party hereunder or under any Loan Document shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communication, whether by email or telecopier, together with confirmation of transmission; (c) overnight courier; or (d) registered or certified United States mail, postage prepaid, return receipt requested.

If to Borrower: Golden Opportunity Legacy Development LLC
Attn: Robert D. Golden Sr., CEO
741 W. Belmont
Fresno, CA 93728
Email: robert@goldencharteracademy.org

If to Lender: Pacific Charter School Development, Inc.
Attn: CEO, CFO or General Counsel
600 Wilshire Blvd., Suite 200
Los Angeles, CA 90210
Email: john@pacificcharter.org

Such addresses may be changed by notice to the other parties given in the same manner as herein provided. Any notice, demand, request or other communication sent pursuant to either subsection (a) or (b) above shall be served and effective upon such personal service or upon confirmation of transmission by such electronic means, provided that any communication sent by email shall not be effective until the recipient has acknowledged receipt of the substantive content of the email (i.e., an automatic reply does not suffice). Any notice, demand, request or other communication sent pursuant to subsection (c) above shall be deemed served and effective one (1) Business Day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (d) above shall be deemed served and effective three (3) Business Days after proper deposit with the United States Postal Service. A failure by Lender to deliver copies of notices to any party's counsel shall not in any way impair or diminish Lender's rights and remedies under this Agreement.

20. **Successors.** This Agreement shall bind, and its benefits shall inure to, the parties hereto, their legal representatives, successors in office or interest, and assigns; provided, however, that Borrower may not assign any of its interest, rights or obligations under this Agreement without the prior written approval of an authorized officer of Lender, which may be withheld or conditioned in Lender's sole discretion.

21. **Publicity.** Lender and each of its members reserve the right to publicize this Agreement and the making of the Loan subject to the consent of Borrower, which shall not be unreasonably withheld. Borrower shall notify Lender immediately of any formal publicity in connection with the School or the Property that is arranged or promoted by Borrower or any other party in connection with either Loan or its effects on the Project, the Property or Borrower. Formal publicity includes but is not limited to participation in news conferences and media events. The use of Lender's name in any signage is subject to Lender's prior written consent.

22. **Survival.**

(a) **Obligations.** Borrower's obligations as set forth in this Agreement shall survive the Closing Date, and Borrower shall continue to cooperate with Lender and furnish any documents, materials or showings required thereafter. In the event of a conflict between the terms and provisions of this Agreement and those of the other Loan Documents, the more restrictive terms and provisions shall control. The provisions of this Agreement shall remain in effect for the period ending on the date on which all payment and other obligations of Borrower under the Loan Documents have been fully satisfied.

(b) **Representations and Warranties.** All representations and warranties made by Borrower in this Agreement and in the other Loan Documents shall survive the execution and delivery of this Agreement and the making of the Loan hereunder until payment of the obligations and Indebtedness and shall be deemed made and reaffirmed by Borrower at the time of the making of each disbursement under the Loan, and the provisions of Section 29 hereof shall survive payment of the obligations.

23. **Construction of Agreement.**

(a) **Partial Invalidity.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) **Gender.** The use of the plural in this Agreement shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

(c) **Captions.** The captions used in this Agreement are inserted only as a matter of convenience and only for reference and in no way define, limit or describe the scope or the intent of any provision of this Agreement.

24. **Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same agreement.

25. **Non-Liability of Lender.** In no event shall Lender be liable to Borrower for consequential or incidental damages, including, without limitation, lost profits, whatever the nature of the breach by Lender of its obligations under this Agreement or the Loan Documents or in connection herewith, and Borrower waives all claims for consequential and incidental damages and for all damages described in Section 26 hereof.

26. **Funding.** The parties acknowledge that the Loan is to be funded with monies provided by Lender, and that Lender is under no obligation to disburse such funds unless and until all necessary preconditions to disbursement set forth herein and in the other Loan Documents shall have been satisfied to the satisfaction of Lender, and that if all conditions precedent to funding are not satisfied, significant time delays might occur in the funding of such monies by Lender. Without limiting the generality of Section 25 of this Agreement, in no event shall Lender be liable to Borrower for any damages whatsoever which might result in whole or in part from any such delays in funding any Loan Proceeds.

27. **Indemnification of Lender.** Borrower hereby agrees to indemnify Lender and defend and save it harmless from and against any and all claims, actions, damages, costs, liabilities and expenses, including, without limitation, attorneys' fees, incurred by Lender in connection with the Property or the Project or occasioned wholly or in part by any act or omission of Borrower, its officers, directors, partners,

managers, members, agents, contractors, employees or tenants, unless caused by Lender's gross negligence or willful misconduct. Without limiting the generality of the foregoing, in case Lender shall, without fault on its part, be made a party to any litigation commenced by or against Borrower, then Borrower shall protect and hold Lender harmless and shall pay all costs, expenses and attorneys' fees incurred or paid by Lender in connection with such litigation. The obligations of Borrower under this Section 27 shall survive the making and repayment of the Loan.

28. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of law. The Lender and Borrower further agree that upon an Event of Default, this Agreement may be enforced in accordance with Section 29 and they do hereby submit to venue in Fresno County.

29. **Procedures for Judicial Reference.** In the event Borrower disputes Lender's determination that an Event of Default has occurred under Section 13 hereof (with the exception of Borrower's failure to (a) procure and maintain the insurance policies provided in Section 16 or (b) cause any lien of the character in Section 8(e) to be discharged in and when required thereunder) (each, a "Dispute"), such Dispute shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638, et seq., as follows:

(a) The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten (10) years' experience practicing commercial real estate law. Neither Lender nor Borrower shall seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of both Lender and Borrower.

(b) If Lender and Borrower are unable to agree upon a referee within ten (10) calendar days after Borrower serves a written notice of intent for judicial reference upon Lender, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b).

(c) The referee shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court, and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee and shall issue a reasoned written opinion reflecting the referee's findings and decision. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.

(d) During the pendency of any Dispute which is submitted to judicial reference in accordance with the Note or Loan Agreement, Borrower shall bear the cost of the fees charged and costs incurred by the referee in performing the services described in this Section 29. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorney fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the prevailing party by its counsel, in such amount as is determined by the referee.

(e) NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY "DISPUTE" AS DEFINED IN THIS SECTION 29 AND ANY LENDER DISPUTE IDENTIFIED IN SECTION 29.(f) DECIDED BY A NEUTRAL PARTY AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE SUCH DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. IF

YOU REFUSE TO SUBMIT TO JUDICIAL REFERENCE AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO SUBMIT TO JUDICIAL REFERENCE UNDER THE AUTHORITY OF THE APPLICABLE PROVISIONS OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THE PROVISIONS OF THIS SECTION 29 IS VOLUNTARY.

THE UNDERSIGNED HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT ANY "DISPUTE" AS DEFINED IN THIS SECTION 29 TO A NEUTRAL DECISION MAKER.

Lender's Initials: _____

Borrower's Initials: _____

(f) Lender's Default. In the event Borrower alleges a default by Lender under the Note or this Agreement and Lender disputes Borrower's determination that such default has occurred, such dispute shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638, et seq. and in the manner set forth in Section 29 of this Agreement.

30. **Severability.** If any provision of this Agreement shall for any reason be held to be illegal, invalid, or unenforceable, no other provision of this Agreement shall be affected thereby, but this Agreement shall be construed as if such illegal, invalid, or unenforceable provision had never been contained herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LENDER

**PACIFIC CHARTER SCHOOL
DEVELOPMENT, INC.**

By: _____

Name: Scarlet Sy

Its: Chief Financial Officer

BORROWER

**GOLDEN OPPORTUNITY LEGACY
DEVELOPMENT LLC**

By: The Golden Charter Academy, its sole member
and manager

By: _____

Name: Robert D. Golden Sr.

Its: President & CEO

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

TITLE POLICY PRO FORMA

EXHIBIT C

DISBURSEMENT CONDITIONS

Coversheet

Consideration & Approval of Dyson & Janzen Architects INC AIA Contract

Section: IV. Action Items
Item: B. Consideration & Approval of Dyson & Janzen Architects INC AIA Contract
Purpose: Vote
Submitted by:
Related Material: B101-2017 - DRAFT - Golden Charter Academy REVISED 5-31-2023.pdf

AIA[®] Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner:
(Name, legal status, address and other information)

Robert Golden
Golden Charter Academy
President & CEO
1626 W Princeton Ave.
Fresno, CA 93705
(559)293-3157

and the Architect:
(Name, legal status, address and other information)

Dyson Janzen Architects Inc.
1295 N Wishon Avenue
Fresno, CA 93728

for the following Project:
(Name, location and detailed description)

Golden Charter Academy
741 W. Belmont Avenue
Fresno, CA 93728

The Owner and Architect agree as follows.

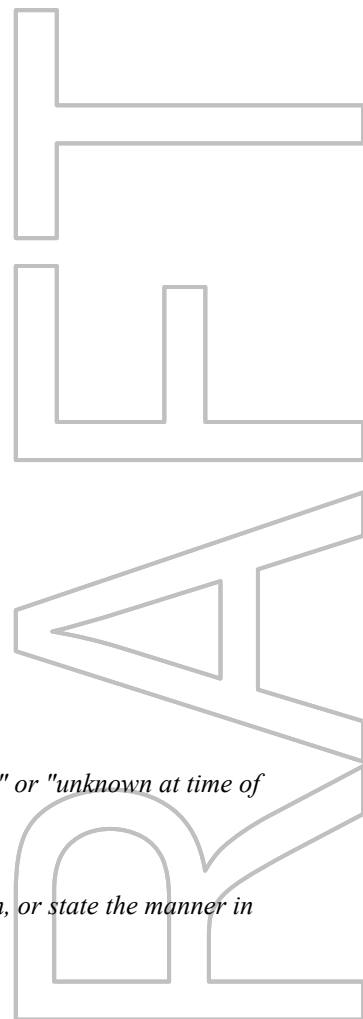
ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner’s program for the Project:

(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)

A new school facility of approximately 26,000 square feet serving 480 students grades K-6.

§ 1.1.2 The Project’s physical characteristics:

(Identify or describe pertinent information about the Project’s physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The site is located on the southeast corner W. Belmont Ave & N. Pacific Ave., Fresno, CA 93728.

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$10,660,000.00

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

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.1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

School Opening August 2025

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project: *(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Competitive Bid

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project: *(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)*

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: *(List name, address, and other contact information.)*

Pacific Charter School Development
600 Wilshire Blvd.
Los Angeles, CA 90017

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows: *(List name, address, and other contact information.)*

§ 1.1.9 The Owner shall retain the following consultants and contractors: *(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)



§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Provost & Pritchard Consulting Group Parrish Hansen Structural Division
455 W Fir Avenue
Clovis, CA 93611

.2 Mechanical Engineer:

Lawrence Engineering Group
4910 E Clinton Way, Suite 101
Fresno, CA 93727

.3 Electrical Engineer:

Hardin Davidson Engineering
356 Pollasky Avenue
Clovis, CA 93612

§ 1.1.11.2 Consultants retained under Supplemental Services:



§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than **two million** (\$ 2,000,000.00) for each occurrence and **four million** (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **two million** (\$ 2,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than [] (\$ []) each accident, [] (\$ []) each employee, and [] (\$ []) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million (\$ 1,000,000.00) per claim and three million (\$ 3,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of

the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;

- 3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- 4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Owner
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Owner
§ 4.1.1.13 On-site project representation	Owner
§ 4.1.1.14 Conformed documents for construction	Not provided

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.15 As-designed record drawings	Not provided
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Not provided
§ 4.1.1.22 Security evaluation and planning	Not provided
§ 4.1.1.23 Commissioning	Owner
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided
§ 4.1.1.30 Other Supplemental Services	Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Five (5) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Weekly (1) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's

budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

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(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

N/A

- .2 Percentage Basis
(Insert percentage value)

Seven and ninety-five hundredths percent (7.95) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Based on standard hourly billing rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen-hundredths percent (0.15 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Fifty	percent (	50	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Ten	percent (	10	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Senior Principal Architect	\$285.00
Principal Architect	\$170.00
Project Architect	\$140.00
Senior Draftsman / Project Manager	\$110.00
Draftsman	\$80.00
Technical/ Report Typing	\$70.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus **Ten** percent (**10** %) of the expenses incurred.

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§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of **Twenty Thousand dollars** (\$ **20,000.00**) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of **N/A** (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **Thirty (30**) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1 1/2 % **per month**

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1** AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2** AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- .3** Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

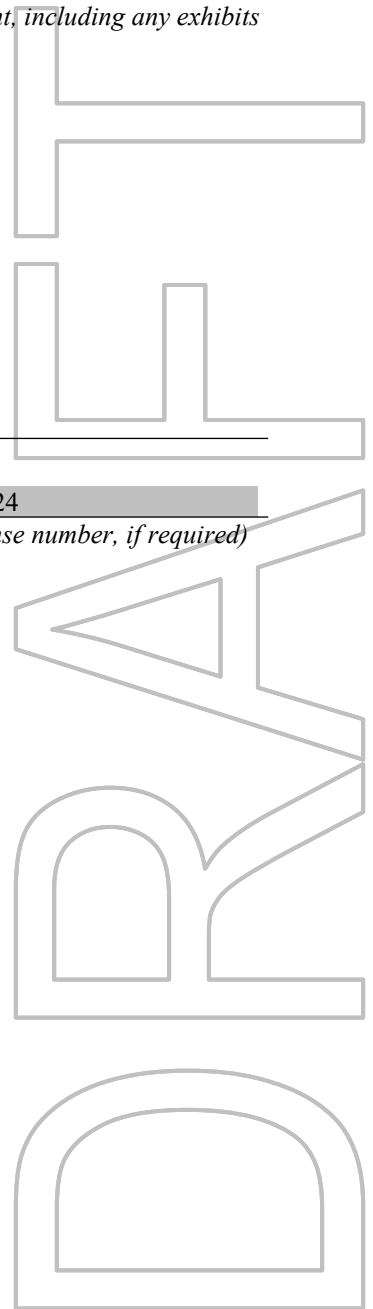
This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Arthur Dyson FAIA C-16824
(Printed name, title, and license number, if required)



Coversheet

Consideration & Approval of Fresno Chaffee Zoo Purchase Sale Agreement (PSA)

Section: IV. Action Items
Item: C. Consideration & Approval of Fresno Chaffee Zoo Purchase Sale Agreement (PSA)
Purpose:
Submitted by:
Related Material: Golden Charter Purchase and Sale Agreement (705 W Belmont) (4890-3302-7916.v3)JFDFINAL (1).pdf

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

This Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (“**Agreement**”) is dated for reference purposes only this [] day of May, 2023, between **FRESNO’S CHAFEE ZOO CORPORATION**, a California Nonprofit Public Benefit Corporation (“**Seller**”), and **GOLDEN OPPORTUNITY LEGACY DEVELOPMENT, LLC**, a California limited liability company (“**Buyer**”) Seller and Buyer may also be referred to in this Agreement singularly as a “**Party**” and collectively as the “**Parties.**”

RECITALS

- A. Seller is the owner in fee of certain real property located generally at **705 West Belmont Avenue**, Fresno, County of Fresno, California 93728, identified by Assessor Parcel Number 458-121-19, consisting of approximately 0.45 acres, which is particularly described in the Legal Description attached as Exhibit “A” hereto and incorporated herein by reference (the “**Land**”).
- B. Buyer seeks to acquire the Land from Seller, together with all improvements located thereon, all easements, licenses, and interests appurtenant thereto, and all land entitlements owned or held by Seller in connection with the Land (collectively the “**Property**”) upon the terms and conditions set forth in this Agreement, as more fully described in Article 1 below. The Buyer seeks to purchase the Property to develop facilities for the operation of a public charter school.
- C. Prior to acquiring title to any property for use as a school site that is within two (2) nautical miles of an airport runway, Section 17215 of the Education Code requires a charter school to obtain the approval of the California Department of Education (“**CDE**”), in consultation with the California Department of Transportation. As the Property is located within two nautical miles from the closest airport runway (located at the Fresno Chandler Executive Airport), approval of CDE is required prior to the acquisition of the Property as a future school site.

The Parties therefore agree as follows:

ARTICLE 1 PURCHASE AND SALE

1.1 Purchase and Sale of the Property

Subject to the terms and conditions that follow, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property. The “**Effective Date**” of this Agreement shall be the date that the last Party hereto executes and delivers this Agreement to the other Party.

1.2 Condition of Property

Upon the Close of Escrow, Buyer shall acquire the Property in its AS-IS condition by a fully executed Grant Deed as set forth in the form attached at Exhibit “B” (“**Grant Deed**”) and shall be responsible for any defects in the Property, whether patent or latent, including, without limitation, the exact area and size of the Property, the physical,

environmental, and geotechnical condition of the Property, and the existence of any contamination, Hazardous Materials, debris, or other structures located on, under, or about the Property. Except as expressly set forth herein, Seller makes no representation or warranty concerning the physical, environmental, geotechnical, or other condition of the Property, the suitability of the Property for the Buyer's purpose, or the present use of the Property, and specifically disclaims all representations or warranties of any nature concerning the Property made by Seller and its employees, agents, and representatives.

The foregoing disclaimer includes, without limitation, topography, climate air, water rights, utilities, present and future zoning, soil, subsoil, existence of Hazardous Materials or similar substances, the purpose for which the Property is suited, or drainage. The Seller makes no representation or warranty concerning the compaction of soil upon the Property, nor the suitability of the soil for construction.

1.3 Purchase Price; Deposits; Escrow

- (A) The purchase price for the Property ("**Purchase Price**") shall be **Two Hundred Thousand Dollars and No Cents (\$200,000.00)**.
- (B) Within five (5) business days following execution of this Agreement, Buyer shall open an escrow account ("**Escrow**") with Old Republic Title Company ("**Escrow Holder**") at the address specified in Article 5 below. Upon the opening of Escrow, Buyer shall deliver into Escrow with the Escrow Holder **Ten Thousand Dollars and No Cents (\$10,000.00)** (the "**Initial Deposit**") in cash, by check, or by confirmed wire transfer of good and available funds. The Initial Deposit shall be placed in an interest-bearing account if requested by Buyer (and provided that Buyer pays any costs incurred in opening such account). Upon expiration of the Due Diligence Period, if this Agreement has not terminated in accordance with Section 1.4, the Initial Deposit shall be credited to the Purchase Price and nonrefundable to Buyer, and shall become the property of Seller, except as set forth in this Agreement. At the Closing, the Escrow Holder shall pay the Deposits to Seller in immediately available funds, and the balance of the Purchase Price, subject to the prorations and adjustments provided for herein, shall be deposited by Buyer into Escrow, to be disbursed to Seller.
- (C) If this Agreement is terminated pursuant to Section 1.4, Escrow Holder shall pay the Initial Deposit to Buyer one (1) business day following receipt of the termination notice from Buyer and neither Party shall have any further obligation or liability hereunder.
- (D) Buyer will pay the Purchase Price to Seller, through Escrow, on the following terms and conditions:
 - (1) Title to the Property shall be conveyed by the Seller to the Buyer by a fully executed and notarized Grant Deed for the Property in approximately the form attached as Exhibit "B." The original of the Grant Deed for the Property shall be deposited in Escrow by Seller, along with all other documents required to be deposited in Escrow.

- (2) The Buyer shall have approved the Preliminary Title Report (as hereinafter defined) for the Property and any exceptions stated therein.
 - (3) All permits and entitlements necessary for development of the Property as a charter school shall have been approved by the City of Fresno and/or the CDE.
- (E) Payment of Purchase Price. The Buyer must deposit the Purchase Price into escrow, together with escrow closing costs, not later than three (3) business days prior to Close of Escrow.

1.4 Buyer's Investigations of the Property

- (A) Due Diligence Period. From the Effective Date until 5:00 p.m. (California time) on the date that is the ninetieth (90th) day thereafter (“**Due Diligence Period**”), Buyer shall have the right to conduct any and all non-intrusive inspections, investigations, tests, and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies, soils, seismic, and geologic reports, and environmental testing) and may likewise request any and all approvals to operate a charter school on the Property (including without limitation the approval required by Education Code section 17215) as Buyer may elect to request, make, maintain, or review.
- (B) Documents and Materials. Within ten (10) days after the Effective Date, Seller shall deliver to, or make available to Buyer, all documents and records (or copies thereof) relating to the Property, in possession of or available to Seller, including but not limited to the following (“Documents and Materials”):
- Statement of current property taxes and assessed value, as well as tax notices and receipts for the last three (3) calendar years (2020, 2021, and 2022).
 - Copies of all existing third-party reports in Seller’s possession or created at Seller’s instruction with respect to the Property, including, without limitation, engineering, structural, mechanical, soils, ADA, Property Condition Report, technical reports, Environmental Impact Report (EIR), Environmental Site Assessment (ESA) Phase I or Phase II, geotechnical report, physical inspection report, and toxic or zoning studies of any type if available.
 - Certificates of all insurance policies covering or relating to the Property.
 - The written results of any inspections, appraisals, studies or tests conducted with respect to the Property within the past five (5) years.
 - Legal description and any property survey, showing location of all improvements and easements if available.
 - Any letters from, agreements with, or approvals by municipal agencies, including City, County and State including all

entitlements related to the Property.

- Any current or past lawsuits or other disputes or actions related to the Property, which have occurred or been initiated over the past five (5) years.
- Any restrictive covenants for the Property;

- (C) Inspection Fee. In consideration for Seller affording to Buyer the right to review and inspect the Property, Buyer agrees to pay to Seller, upon the Effective Date, the amount of **One Hundred Dollars and No Cents** (\$100.00) as consideration for such inspection right. Such amount shall be non-refundable in any event, shall be paid directly to Seller, shall not constitute earnest money, and shall not be applicable to the Purchase Price.
- (D) Right of Entry. During the Due Diligence Period, Buyer, its agents, contractors, subcontractors, or employees (collectively, “**Buyer’s Representatives**”) shall have the right to enter upon the Property, at reasonable times during ordinary business hours upon notice (written or oral) to Seller at least one (1) business day prior to entry, to perform such inspections, investigations, tests, and studies. After each such Buyer inspection, investigation, test, or study, Buyer shall promptly restore the Property to its condition prior to such inspection, investigation, test, or study. Buyer shall keep the Property free and clear of all liens and encumbrances related to or arising out of the entry upon the Property by the Buyer, or by any of the Buyer’s contractors, vendors, agents, or consultants, and/or related to any inspection, investigation, test, or study performed thereby. Buyer shall indemnify, protect, defend (with counsel reasonably satisfactory to Seller), and hold Seller, and Seller’s heirs, assigns, successors, employees, and agents, harmless for, from, and against any damages suffered by the Seller and from and against and all claims, demands, suits, causes of action, or judgments, made or entered against the Seller, or any of Seller’s heirs, assigns, successors, employees, and/or agents, arising out of or occurring as a consequence of the entry upon the Property by the Buyer, or by Buyer’s agents, vendors, servicemen, contractors, guests, or invitees, or any testing or inspections performed thereby (“**Inspection Indemnity**”). The Inspection Indemnity shall survive the Closing and any termination or cancellation of this Agreement and shall not merge into any deed, assignment, or other instrument executed or delivered pursuant hereto. The Inspection Indemnity shall not apply to any claims to the extent resulting from the negligence, recklessness, or willful misconduct of Seller or Seller’s agents, or any claims resulting from the mere discovery by Buyer of any hazardous materials or regulated substances that were already present on, in, or under the Property (i.e., the discovery of hazardous materials or regulated substances that were not deposited or introduced onto the Property by Buyer or its agents).

- (E) *Insurance for Entry.* Prior to any entry on to the Property by Buyer or Buyer's Representatives, Buyer shall deliver to Seller commercially reasonable confirmation that Buyer is carrying a commercial general liability insurance policy covering the activities of Buyer, and Buyer's Representatives on or upon the Property. Such endorsement shall evidence that such insurance policy shall have a per occurrence limit of at least **One Million Dollars and No Cents** (\$1,000,000.00) and an aggregate limit of at least **Two Million Dollars and No Cents** (\$2,000,000.00) and shall name Seller as an additional insured. Buyer shall further ensure that all of its contractors, vendors, and consultants who will be entering upon the Property maintain adequate insurance (of no less than the limits above), including, but not limited to worker's compensation insurance.
- (F) *Due Diligence Period Notice.* On or prior to the expiration of the Due Diligence Period, Buyer shall deliver to Seller and Escrow Holder written notice ("**Due Diligence Period Notice**") of its approval or disapproval of the Property and of Buyer's ability to operate a public charter school on the Property, including without limitation Buyer's receipt of approval from the California Department of Education pursuant to Education Code section 17215. The failure of Buyer to timely deliver the Due Diligence Period Notice shall be deemed to constitute Buyer's disapproval of the Property. The foregoing election is for Buyer's sole benefit and shall be made in Buyer's sole discretion for any or no reason. In the event Buyer disapproves (or is deemed to have disapproved) of the condition of the Property and/or Buyer's ability to develop a site for the operation of a public charter school upon the Property on or prior to the expiration of the Due Diligence Period, (i) this Agreement shall terminate and the Parties shall have no further obligations under this Agreement (excepting those obligations that are expressly intended to survive the termination of this Agreement, including, without limitation, Buyer's indemnification, defense, and hold harmless obligations), (ii) the Initial Deposit (and accrued interest) previously made by Buyer shall be returned to Buyer, and (iii) Buyer shall deliver to Seller copies of any and all written reports, studies, inspections, or other materials Buyer caused to be prepared by third parties regarding the Property.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

2.1 Seller's Representations and Warranties

(A) *No Commitments or Agreements.*

Except as specifically disclosed to Buyer in writing, Seller has made no written commitments or agreements materially and adversely affecting the Property, or any part thereof, or any interest therein, which will survive the Close of Escrow.

(B) *Liens.*

Except as specifically disclosed to Buyer in writing, to the best of Seller's knowledge, there are no mechanics', materialmen's or similar claims or liens

presently claimed or which will be claimed against the Property for work performed or commenced for Seller or on Seller's behalf.

(C) *Rights of Possession.*

Except as specifically disclosed to Buyer in writing, to the best of Seller's knowledge, there are not as of the date of this Agreement, nor will there be as of the Close of Escrow, any written or oral leases or contractual right or option to lease, purchase, or otherwise enjoy possession, rights or interest of any nature in and to the Property and no persons shall have any right of possession to the Property as of the Close of Escrow or at any time thereof.

(D) *Ownership and Encumbrances.*

Seller has not and shall not, prior to Close of Escrow without the prior written consent of Buyer, which consent may be given or denied in Buyer's absolute discretion, enter into any lien, encumbrance, easement or license agreement, or any other agreement permitting others to use the Property, or any portion thereof, or convey any part of the Property; provided, however, Buyer shall not unreasonably withhold its consent to the granting by Seller of one or more easements over the Property for public utility, sewer, and/or drainage purposes so long as the granting of any such easement does not unreasonably interfere with Buyer's use of the Property for its intended purpose.

(E) *Full Power and Authority.*

Neither this Agreement nor anything provided to be done hereunder including the transfer of title to the Property to Buyer violates or shall violate any contract, agreement or instrument to which Seller is a party. Seller has the full power and authority to enter into this Agreement and consummate the transaction contemplated hereby.

(F) *Litigation.*

Except as specifically disclosed to Buyer in writing, to the best of Seller's knowledge, there are no actions, suits, claims or legal or other proceedings pending or threatened against Seller or against the Property, which does or will materially adversely affect Seller's ability to consummate this transaction and to convey the Property to the Buyer.

(G) *Reports.*

To the best knowledge of the Seller, Seller has made available to the Buyer all third-party professional reports within its possession concerning the Property.

(H) *Environmental Laws/Hazardous Materials.*

Except as disclosed in writing by Seller, to the best of Seller's knowledge: (i) there has been no production, storage or disposal on the Property of any

Hazardous Material (as defined below) by Seller or by any previous owner or tenant of the Property; (ii) Hazardous Materials have not been dumped, buried, leaked, or otherwise released upon, in or under Property or allowed to pass on, under or through the Property at any time during or prior to Seller's ownership of the Property; (iii) Seller has complied with all laws, regulations, and ordinances (“**Environmental Laws**”) relating to the use of all Hazardous Materials used on the Property; (iv) there is no proceeding or inquiry by any federal, state or local governmental agency with respect to the use, production, storage, release or migration of Hazardous Materials on, through or across the Property; and (v) there is no contamination of Hazardous Materials on, at, about, or within the Property, except as has been identified through Buyer's environmental site assessment work. “**Hazardous Material**” means any hazardous or toxic substance, material or waste that is: (i) regulated by any governmental authority, the State of California or the United States; (ii) defined as an “acutely hazardous waste,” “extremely hazardous waste,” “hazardous waste,” or “waste” under Sections 25110.02, 25115, 25117, or 25124 of the California Health and Safety Code, or listed pursuant to Sections 25141 and 25141.5 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control); (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code Division 20 Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos; (vii) listed under Chapter 10 Division 4.5 of Title 22 or defined as hazardous or extremely hazardous pursuant to Division 21.5 of Title 26 of the California Code of Regulations; (viii) designated as a “hazardous waste” pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; (ix) defined as a “hazardous substance” pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq.; (x) any flammable substances or explosives; or (xi) any radioactive material.

(I) *Best Knowledge.*

For purposes of this Section 2.1, the phrase “best of Seller’s knowledge” means the actual knowledge of Jon Forrest Dohlin, acting in their representative capacity, on behalf of, and for, the Seller only, without any independent investigation having been made, and not based on any implied, imputed or constructive knowledge of Seller, including all of its officers and directors. The phrase “best of Seller’s knowledge” shall not be interpreted to include matters unknown to but discoverable by Jon Forrest Dohlin after inquiry or investigation, and it shall likewise not be interpreted to impute to Jon Forrest Dohlin any duty of inquiry or investigation into any matters not already known to such person.

(J) To the best of Seller’s knowledge, Seller is not in default of any of its obligations or liabilities pertaining to the Property, nor are there any existing facts, circumstances, conditions, or events that would constitute or result in any default

on the giving of notice, the passage of time, or both.

- (K) Seller has not received written notice from any governmental agency that the Property is in violation of any statute or regulation.
- (L) Seller has not:
 - (1) Made a general assignment for the benefit of creditors;
 - (2) Filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors;
 - (3) Suffered the appointment of a receiver to take possession of all or substantially all of its assets;
 - (4) Suffered the attachment or other judicial seizure of all, or substantially all, of its assets;
 - (5) Admitted in writing its inability to pay its debts as they come due; or
 - (6) Made an offer of settlement, extension, or composition to its creditors generally.
- (M) If, between the Effective Date and the Close of Escrow, Seller or Buyer becomes aware of facts or circumstances which would make any of Seller's representations or warranties hereunder materially incorrect such fact or circumstance shall not be construed as a breach by Seller of such applicable representation or warranty but Buyer shall have the right to either: (i) terminate this Agreement if such fact or circumstance would have a material and adverse impact on the Property or Buyer's intended development thereof, or (ii) waive such condition and proceed to Close of Escrow in accordance with this Agreement in which case the representations and warranties of Seller hereunder shall be deemed modified and remade to incorporate such fact or circumstance as an exception thereto.

2.2 Buyer's Representations and Warranties

(A) *Ownership and Encumbrances.*

Buyer shall not, prior to Close of Escrow without the prior written consent of Seller, which consent may be given or denied in Seller's absolute discretion, enter into any lien, encumbrance, easement or license agreement, or any agreement permitting others to use the Property, or any portion thereof, or convey any part of the Property.

(B) *Full Power and Authority.*

Neither this Agreement nor anything provided to be done hereunder including the transfer of title to the Property to Buyer, violates or shall violate any contract,

agreement or instrument to which Buyer is a party. Buyer has the full power and authority to enter into this Agreement and consummate the transaction contemplated hereby. The execution, delivery, and performance of this Agreement will have been duly and validly authorized by Buyer upon ratification by Buyer's governing board, and no other action by Buyer is requisite to the valid and binding execution, delivery, and performance of this Agreement by Buyer.

(C) *Litigation.*

Except as specifically disclosed to Seller in writing, there are no actions, suits, claims, or legal or other proceedings pending or threatened against Buyer, which does or will materially adversely affect Buyer's ability to consummate this transaction and to acquire the Property from the Seller.

(D) *Change of Representation or Warranty.*

In the event Buyer acquires knowledge that any such representation or warranty is no longer accurate, Buyer shall advise Seller of same prior to Close of Escrow.

(E) *Best Knowledge.*

For purposes of this Section 2.2, the phrase "best of Buyer's knowledge" means the actual knowledge of [ADD REPRESENTATIVE FOR THE LLC], acting in their representative capacity, behalf of, and for, the Buyer only, without any independent investigation having been made, and not based on any implied, imputed or constructive knowledge of Buyer, including all of its officers and directors. The phrase "best of Buyer's knowledge" shall not be interpreted to include matters unknown to but discoverable by BUYER's REPRESENTATIVE after inquiry or investigation, and it shall likewise not be interpreted to impute to BUYER's REPRESENTATIVE any duty of inquiry or investigation into any matters not already known to such person.

(F) *Buyer has not:*

1. Made a general assignment for the benefit of creditors;
2. Filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors;
3. Suffered the appointment of a receiver to take possession of all or substantially all of its assets;
4. Suffered the attachment or other judicial seizure of all, or substantially all, of its assets;
5. Admitted in writing its inability to pay its debts as they come due; or
6. Made an offer of settlement, extension, or composition to its creditors generally.

ARTICLE 3
CONDITIONS PRECEDENT

3.1 Conditions Precedent to Closing of Escrow

The obligation of the Buyer and the Seller to complete this transaction pursuant to this Agreement is subject to the satisfaction, at or before the Close of Escrow, of the conditions contained herein. The Buyer and the Seller agree that each will, in good faith, endeavor to remove all said contingencies and conditions that are within its control. The following are conditions precedent to the Close of Escrow:

- (A) Prior to the “Closing Date” (as hereinafter defined), the Parties will deposit with the Escrow Holder the title insurance and escrow closing costs for which they are responsible. The Escrow Holder will place all sums deposited into an Escrow account;
- (B) The Title Company will be prepared to issue the “Title Policy” (as hereinafter defined) in the name of the Buyer for marketable title, free of restrictions, liens, and encumbrances except for those restrictions, liens, and encumbrances specifically allowed by Section 4.4 below, the standard printed exceptions and exclusions contained in the form of the Title Policy commonly used by the Escrow Holder, title exceptions resulting from documents being recorded or delivered through Escrow pursuant to this Agreement, or otherwise approved in writing by the Buyer;
- (C) Each Party must have provided the other Party with three (3) signed originals of this Agreement;
- (D) Buyer’s governing board shall have ratified this Agreement;
- (E) Seller’s governing board shall have ratified this Agreement;
- (F) Escrow must not have been canceled or this Agreement terminated;
- (G) The Buyer’s and the Seller’s representations and warranties shown above are certified to be true and correct as of the Close of Escrow with the same effect as if given on and as of the Close of Escrow; and
- (H) Seller and Buyer must not be in breach or default of any of their respective covenants, warranties, or obligations under this Agreement.

3.2 Termination

In the event each of the conditions set forth in Section 3.1 is not fulfilled within the time set forth in Section 4.3 of this Agreement or waived by the affected Party pursuant to Section 6.1, either Party may, at its option, terminate this Agreement and the Escrow opened hereunder, thereby releasing the Parties from further obligations hereunder.

ARTICLE 4

ESCROW PROVISIONS

4.1 Escrow, Escrow Holder, and Opening of Escrow

Either Party's delivery to Escrow Holder of a fully executed original of this Agreement constitutes the opening of Escrow.

4.2 Escrow Instructions

The Parties shall provide a copy of this Agreement, supplemental escrow instructions, signed by both Parties, and any other document necessary to consummate the purchase of the Property and to the Close of Escrow as contemplated by this Agreement to the Escrow Holder. Without limiting the effect of the foregoing, Escrow Holder's General Conditions will be binding on Seller and Buyer. In the event of any conflict between the provisions of this Agreement and the Escrow Holder's General Conditions, this Agreement shall prevail.

4.3 Close of Escrow

Escrow for the Property shall close upon the recordation of the Grant Deed in accordance with the terms and conditions hereof ("**Close of Escrow**" or "**Closing Date**" or "**Closing**"). Unless otherwise extended pursuant to Subdivision (A) below or by the Parties' mutual written agreement pursuant to Subdivision (B) below, the Close of Escrow shall occur on a date that is no sooner than thirty (30) days after Buyer gives its Due Diligence Period Notice and no later than one hundred and eighty (180) days after the Effective Date. In any event, the Close of Escrow shall only occur after all conditions set forth in this Agreement have been satisfied or waived.

(A) Not less than seven (7) days prior to the previously scheduled expiration of the then-current Close of Escrow, Buyer may extend the Close of Escrow for two (2) additional periods of ninety (90) days each (each an "**Escrow Extension**"), by providing written notice to Seller and to Escrow Holder and delivering into Escrow with the Escrow Holder **Five Thousand Dollars and No Cents** (\$5,000.00) (each an "**Escrow Extension Deposit**"; together with the Initial Deposit, the "**Deposits**") in cash, by check, or by confirmed wire transfer of good and available funds. The Escrow Extension Deposits shall not be credited to the Purchase Price, shall be nonrefundable to Buyer, and shall become the property of Seller immediately upon deposit into Escrow.

(B) Any other mutually agreeable extension of the Close of Escrow shall not be effective unless and until a fully executed original of any such written extension is provided to the Escrow Holder.

4.4 Preliminary Title Report

Within ten (10) days following the Effective Date, Escrow Holder must provide Buyer with a preliminary title report with respect to the Property ("**Preliminary Title Report**"), together with copies of the instruments underlying all exceptions that are referred to in

the Preliminary Title Report (collectively, the “**Title Documents**”). Buyer may review and approve the Preliminary Title Report and the Title Documents for a period of thirty (30) days following Buyer's receipt of the Title Documents (“**Title Review Period**”). If Buyer fails to disapprove any item in the Preliminary Title Report by a writing delivered to Seller and Escrow Holder by the expiration of the Title Review Period, then Buyer will be conclusively considered to have approved the item. Seller shall have a period of ten (10) days after receipt of any notice of disapproval in which to deliver written notice to Buyer of Seller's election to either (i) agree to remove or cure the objectionable items prior to the Close of Escrow, or (ii) decline to remove or cure any such title exceptions. If Seller elects to decline to cure any title exceptions, Buyer shall have ten (10) days, after Buyer's receipt of Seller's notice, to deliver written notice to Seller of Buyer's election to terminate Escrow and this Agreement, and the Initial Deposit shall be returned to Buyer by the Escrow Holder within one (1) business day of receiving said notice of termination. If Buyer fails to give such notice of termination to the Seller by the expiration of said ten (10) -day period, Buyer shall be deemed to have agreed to accept the Property subject to the objectionable items in lieu of Seller's termination. However, Buyer is not required to give notice of disapproval of debts, liens to secure debts, delinquent taxes, assessments due as of the Closing Date, or other financing or monetary encumbrances on the Property, and those items will not be considered as "Permitted Exceptions" (as hereinafter defined).

4.5 Condition of Title

At the expiration of the Title Review Period, all matters contained in the Title Documents that Buyer has approved, or is considered to have approved, including the standard printed exceptions and exclusions contained in the Title Policy delivered to Buyer by the Escrow Holder and title exceptions resulting from documents being recorded or delivered through Escrow, are "**Permitted Exceptions**."

Seller must convey the Property to Buyer in fee simple title, which must be, except for the Permitted Exceptions, free and clear of all known mortgages, liens, charges, encumbrances, encroachments, easements, conditions, exception, assessments, taxes, or other defects in title.

4.6 Escrow Closing Costs

Escrow and closing costs shall be paid as follows:

- (A) Seller shall pay documentary transfer taxes and the cost of a standard form CLTA (California Land Title Association) title insurance policy issued by the Escrow Holder as the "**Title Insurer**," and covering the Property for the Purchase Price ("**Title Policy**") and escrow fees.
- (B) To the extent necessary or required by Seller, general real estate taxes for the then-current year relating to the Property shall be prorated as of the Closing Date and Buyer shall pay such taxes for the period from the Effective Date prior to the Closing Date. If Closing shall occur before the actual taxes for the then current year are known, the apportionment of taxes shall be upon the basis of taxes for the Property for the immediately preceding year, provided that, if the taxes for the current year are thereafter determined to be more or less than

the taxes for the preceding year (after any appeal of the assessed valuation thereof is concluded), the Buyer and the Seller promptly shall adjust the proration of such taxes and Buyer or Seller, as the case may be, shall pay to the other any amount required as a result of such adjustment.

- (C) Regular City fees for clean-up and maintenance of the Property levied between the Effective Date and the Closing Date shall be paid by Buyer. All other special taxes or assessments (including any escaped assessments) which are attributable for the period prior to the Closing Date shall be paid by the Seller.

4.7 Obligations of Buyer

If all of the conditions precedent have been met or waived, then by Close of Escrow, Buyer must deposit with Escrow Holder, in immediately available funds, the balance of the Purchase Price plus all other amounts for which Buyer is responsible in Section 4.6. Buyer must also deposit the following payments or documents:

- (A) A Preliminary Change of Ownership Statement, if required;
- (B) The incremental increase in cost of any ALTA Policy and any endorsements thereto required by Buyer, and any document recording charges; and
- (C) All other sums and documents required by Escrow Holder to carry out and close the Escrow pursuant to this Agreement.

4.8 Obligations of Seller

In addition to fulfilling any other obligations of Seller contained in this Agreement, by Close of Escrow, Seller must deposit into Escrow:

- (A) The Grant Deed in recordable form and duly signed and acknowledged by Seller;
- (B) Except as specifically assigned to Buyer in Sections 4.6 and 4.7, all sums for which Seller is responsible, including, but not limited to, any sums necessary to deliver free and clear title subject only to the Permitted Exceptions. Upon written authorization of Seller, such sums may be paid out of the Purchase Price;
- (C) Documents reasonably required of Seller by Escrow Holder to carry out Close of Escrow. By the Close of Escrow, Seller must sign and deposit with Escrow Holder an original California Form 593-C and Certification of Non-Foreign Status (FIRPTA Certificate); and
- (D) Such proof of Seller's authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Title Policy.

4.9 Pro Forma Title Policy & Estimated Closing Statement

The “**Title Company**” shall be **OLD REPUBLIC TITLE COMPANY**
7451 N. Remington Avenue, Suite 102
Fresno, CA 93711

The Escrow Holder must request from the Title Company a "**Pro Forma Title Policy**" at least fifteen (15) days before the Close of Escrow and must deliver it to Buyer for Buyer's approval before the Close of Escrow. The Buyer will be considered to have approved the "Pro Forma Title Policy" if it contains only the Permitted Exceptions. The Escrow Holder must deliver to the Buyer and Seller an estimate of Closing Costs at least fifteen (15) days before the Close of Escrow.

4.10 Title Policy

Escrow Holder must deliver to Buyer, through Escrow, a CLTA owner's standard policy of title insurance insuring Buyer as fee owner of the Property, subject only to the usual printed title company exceptions and the Permitted Exceptions, in an amount equal to the Purchase Price, issued by Title Company and dated as of the Close of Escrow.

4.11 Signing of Other Documents; Compliance with Regulations

The Parties will do all things and sign all documents that are reasonably necessary for Close of Escrow to occur. Furthermore, the Parties will comply at their own expense with all applicable laws and governmental regulations required for Close of Escrow to occur, including, but not limited to, any required filings with governmental authorities.

4.12 Recording of Documents and Delivery of Funds

On receipt of the funds and instruments described in this Article 4, and on the satisfaction or waiver of the conditions precedent to Close of Escrow, Escrow Holder must:

- (A) Disburse to Seller the Purchase Price, less any Closing Costs owed by Seller under this Agreement;
- (B) Cause the Grant Deed and other documents as specified in this Agreement to be recorded in the Office of the County Recorder of the County of Fresno, California;
- (C) Deliver conformed copies of the Grant Deed and all other appropriate documents to Buyer and Seller on Close of Escrow; and
- (D) Deliver an original of the FIRPTA Certificate to Buyer and Seller on Close of Escrow.

4.13 Escrow Cancellation Charges

If Escrow fails to close because of the default of either Party, the defaulting Party shall be liable for all Escrow cancellation charges. If Escrow fails to close for any other reason, the Parties will equally share payment of all Escrow cancellation charges.

ARTICLES 5 **NOTICES**

5.1 Notices

All notices under this Agreement must be in writing. All notices must be sent with postage fully prepaid and be addressed to the respective Parties as set forth below or to other addresses and persons as the Parties may designate by written notice to the other Parties. The Notices will be effective:

- (A) When personally delivered by the other Party or messenger or courier of the other Party;
- (B) Three (3) business days after deposit in the United States mail, registered or certified;
- (C) Twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or
- (D) On receipt of a telecopy, fax transmission, or e-mail, if a hard copy of the transmission is thereafter delivered in one of the methods described in (A) through (C) above. However, facsimiles sent after 5:00 p.m. PST, or PDT as applicable, are considered to have been sent the next business day.

TO THE SELLER:

FRESNO'S CHAFFEE ZOO CORPORATION

Attn: Jon Forrest Dohlin, CEO
1250 West Olive Ave
Fresno, California 93728
Phone: 559-498-5910
Email: jdohlin@fresnochaffeezoo.org

TO THE BUYER:

GOLDEN OPPORTUNITY LEGACY DEVELOPMENT LLC

Attn: [Robert D. Golden, President & CEO](#)
741 Belmont Avenue
Fresno, California 93728
Phone: [559-293-3157](#)
Facsimile: [559-283-8612](#)
Email: Robert@goldencharteracademy.org

TO THE ESCROW HOLDER:

OLD REPUBLIC TITLE COMPANY

Attn: Donna Brown, Senior Escrow Officer
7451 N. Remington Avenue, Suite 102
Fresno, CA 93711
Phone : (559) 440-4355
Facsimile: (559) 447-1643
Email: DonnaB@ortc.com

ARTICLE 6
MISCELLANEOUS PROVISIONS

6.1 Entire Agreement, Waivers, and Amendments

This Agreement supersedes all negotiations and previous agreements between the Parties related to the purchase and sale of the Property. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by both Parties.

6.2 Exhibits

Exhibits “A” and “B” are attached to this Agreement and incorporated into this Agreement by this reference. The Exhibits are as follows:

“A” - LEGAL DESCRIPTION OF LAND
“B” - GRANT DEED

6.3 Effect of Recitals

The Recitals shown above are considered true, are incorporated into this Section as though set forth fully herein, and are binding on Seller and Buyer.

6.4 Section References

Any reference to any Section of this Agreement cited without a decimal includes all Sections following the cited Section. For example, a reference to Section 5 includes 5.1, 5.1(A), et seq.

6.5 Commissions or Brokerage Fees

Seller and Buyer will not pay any commissions or fees to third parties because of this Agreement. The Parties will indemnify each other against all liabilities, costs, damages, and expenses, including without limitation, attorneys' fees, resulting from any claims, or the payment of any fees or commissions, based on any agreements by the indemnifying Party to pay any broker's commissions or finder's fees, or those of any third party.

6.6 Legal Action

If a dispute arises relating to this Agreement, the Parties shall first attempt to resolve it through informal discussions. Any Party may convene such discussions by written notice, and each Party shall reasonably accommodate the other Party with respect to scheduling. If the dispute is not resolved in this manner within thirty (30) days from the date one Party first contacts the other to commence informal discussions hereunder, any Party may submit the matter to mediation by providing written notice to the other party. The cost of such mediation shall initially be borne equally by the Parties. If the Parties are unable to resolve their differences through mediation within thirty (30) days after the date the Party provides written notice, either Party may then pursue its judicial remedies to the full extent of the law.

6.7 Third-Party Beneficiaries

This Agreement confers no rights on any party except the signatories to this Agreement.

6.8 Binding on Successors

This Agreement is binding on the Parties hereto and their respective heirs or representatives, and their permitted transferees, successors, and assigns.

6.9 Assignment

Buyer may assign its interest in this Agreement to any entity related to or affiliated with Buyer, subject to the terms of this Agreement, provided that (i) such assignee assumes in a writing reasonably acceptable to Seller, all of the obligations of Buyer, (ii) Seller receives prior written notice of such assignment at least five (5) days prior to the Close of Escrow, and (iii) the assignee agrees to execute all documents and perform all obligations of Buyer as if such assignee were the original Buyer under this Agreement.

6.10 Obligations Survive Close of Escrow

All obligations to be performed at a time after the Close of Escrow, whether specifically referred to as surviving the Close of Escrow or not, and all covenants, representations, and warranties of the Parties, will survive the Close of Escrow.

6.11 Severability

If a court of competent jurisdiction holds any provision in this Agreement to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired in any way.

6.12 Governing Law

This Agreement must be construed according to its fair meaning and as if prepared by both Buyer and Seller. This Agreement must be construed in accordance with the laws of the State of California in effect on the Effective Date. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the

Superior Court of the State of California for the County of Fresno.

6.13 Time is of the Essence

Time is of the essence in this Agreement.

6.14 Damage and Condemnation

If before Close of Escrow, the Property or any portion thereof is destroyed or damaged, the Seller shall apply all proceeds of any insurance policy applicable to the loss to the restoration of the Property. If, before Close of Escrow, the Property becomes subject to a taking by virtue of eminent domain, the Buyer shall have a right to contest the taking of the Property as the highest and best use of the Property, or shall have the right to terminate this Agreement and, in that case, the Deposits shall be returned to Buyer.

6.15 Headings

Headings at the beginning of each Article and Section are solely for the convenience of the Parties and must not be construed as enlarging or limiting the language following the headings.

6.16 Nondiscrimination

Buyer and Seller shall not discriminate against any person because of race, color, religion, sex, marital status, national origin, or ancestry in the performance of their respective obligations under this Agreement.

6.17 Rights and Remedies are Cumulative

Unless stated otherwise in this Agreement, the rights and remedies of the Parties are cumulative. A Party's exercise of any of its right or remedies will not preclude its exercise, at the same or at different times, of any other rights or remedies for the same, or any other default.

6.18 Cooperation

Buyer and Seller acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the acquisition of the Property or to accomplish the objectives and requirements that are set out in this Agreement. Both Buyer and Seller hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete this transaction in accordance with the intent of the Parties as evidence in this Agreement and the Exhibits attached hereto.

6.19 Possession of Property

The Parties agree that Buyer may take possession of the Property for all purposes immediately following the Close of Escrow.

6.20 Business Days

In this Agreement; "**business days**" means days other than Saturdays, Sundays, and federal and state legal holidays, and "**days**" means calendar days. If the time for performance of an obligation under this Agreement falls on other than a business day, the time for performance shall be extended to the next business day.

6.21 Force Majeure

No Party shall be deemed to be in default where failure or delay in the performance of any of its obligations under this Agreement is caused by floods, earthquakes, other acts of God, fires, wars, terrorism, riots or similar hostilities, strikes and other labor difficulties beyond a Party's control, shortage of materials (exclusive of prefab/modular building products), prohibitory court actions (such as restraining orders or injunctions) or other causes beyond a Party's control. If any such events shall occur, the time for performance by any Party of its obligations hereunder shall be extended for the period of time that such events prevented such performance.

6.22 Facsimile Signatures and Execution in Counterpart

Signatures delivered by facsimile shall be as binding as originals upon the Parties so signing and delivering, provided that original signatures are provided no later than five (5) business days after delivery of the facsimile signature. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement.

6.23 Costs of Conveyance

All costs not covered in this Agreement shall be paid solely by Buyer, including, but not limited to, costs associated with further appraisals, inspections, testing, and Buyer's due diligence on the Property.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGE]

SELLER: FRESNO'S CHAFEE ZOO CORPORATION

Dated: ____ 1 June , 2023

By: Jon Forrest Dohlin, CEO

BUYER: GOLDEN OPPORTUNITY LEGACY DEVELOPMENT LLC

Dated: _____, 2023

By: Robert D. Golden], [President & CEO]

ACKNOWLEDGMENT AND ACCEPTANCE

We acknowledge receipt of an original of the foregoing Escrow Instructions and the enclosures listed, and we agree to act as Escrow Holder under the terms and conditions of the instructions.

[NAME OF FINANCIAL INSTITUTION]

[NAME], Escrow Officer

Dated: _____, 2023

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

The land referred to herein is situated in the State of California, County of Fresno and described as follows:

SEE ATTACHED- [INSERT] Pages

705 West Belmont Avenue, Fresno, County of Fresno, California 93728, identified by Assessor Parcel Number 458-121-19

Exhibit B
Grant Deed

RECORDING REQUESTED BY

[insert name of buyer]

AND WHEN RECORDED MAIL TO

[insert address]

[insert address]

[insert address]

GRANT DEED
APN 458-121-19

The undersigned declares that the
DOCUMENTARY TRANSFER TAX is
\$ _____ and is

_____ computed on the full value of the interest
or property conveyed; OR IS

_____ computed on the full value less value of
liens or encumbrances remaining thereon at the
time of sale.

Signature of Declarant

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

FRESNO'S CHAFEE ZOO CORPORATION, a California Nonprofit Public Benefit Corporation, Grantor, grants to:

GOLDEN OPPORTUNITY LEGACY DEVELOPMENT, LLC, a California limited liability company, Grantee, the real property located in City of Fresno and Fresno County, California, described as follows:

See legal description, attached as Exhibit 1.

Subject to: Covenants, conditions, restrictions, reservations, easements and rights of way of record, if any.

FRESNO'S CHAFEE ZOO CORPORATION

By: Jon Forrest Dohlin

Its: CEO

[Include California Notary Acknowledgment Form for All Signatures]

Exhibit 1 to Grant Deed
Legal Description

The land referred to herein is situated in the State of California, County of Fresno and described as follows:

[FROM PTR]

4890-3302-7916, v. 3