



## Golden Charter Academy

### GCA Special Board of Trustees Meeting

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#### Date and Time

Thursday May 11, 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: May 11, 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

+16699009128,,88417324062# US (San Jose)

+12532158782,,88417324062# US (Tacoma)

Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Meeting ID: 884 1732 4062

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

Golden Charter Academy

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	Purpose	Presenter	Time
<b>D.</b> Consideration & Approval of the 2023/24 School Calendar	Vote		5 m
<b>E.</b> Consideration & Approval of Governance Handbook	Vote		5 m
<b>IV. Board Member Comments</b>			<b>1:30 PM</b>
This is an opportunity for Board members to take comments/updates from fellow board members, address activities, correspondence, and operations, and/or acknowledge or recognize specific programs, activities, or personnel.			
<b>A.</b> Next Regularly Scheduled Board Meeting Thursday, June 1st, 2023	FYI		
<b>B.</b> Suggested Agenda Items	Discuss		
<b>V. Closing Items</b>			
<b>A.</b> Adjourn Meeting	Vote		

# Coversheet

## Pledge of Allegiance

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



# Coversheet

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

**Section:** III. Action Items  
**Item:** A. Consideration & Approval of Principal Mandy Bruer's 2022/23 June Contract  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Certificated Executive Administrator Employment Contract June (Principal), 2022-2023.pdf



# GOLDEN CHARTER ACADEMY

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

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

**Between**

**GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL**

**and**

**AMANDA (MANDY) J. BREUER**

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

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

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

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

**ROBERT GOLDEN,  
PRESIDENT & CEO**

**EMPLOYER OF  
TRUSTEES**

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

*Golden Charter Academy  
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# GOLDEN

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

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

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

**A. DUTIES**

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

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

Position: PRINCIPAL

At-Will Certificated Executive Administrator Employment Agreement

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EMPLOYEE Initials

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

**B. COMPENSATION**

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

EMPLOYEE shall receive a salary of **\$10,909**.

For the month of June 2023 (22 Days)

**C. BENEFITS**

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

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

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



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### **D. QUALIFICATIONS**

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

*General Education/Core Class Certificated Assignment*

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

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

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

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

### **E. WORK SCHEDULE**

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

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

Position: PRINCIPAL

At-Will Certificated Executive Administrator Employment Agreement

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EMPLOYEE Initials

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

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

EMPLOYEE understands that there are **twenty-two (22)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must work days preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

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

## **F. INTELLECTUAL PROPERTY**

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



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

### **G. PROPRIETARY PROPERTY**

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

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

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

### **H. EVALUATION**

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



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**I. AT-WILL EMPLOYMENT**

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

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

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

**J. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

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

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

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

**K. NO TENURE**

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

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

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



# GOLDEN

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

**M. GENERAL PROVISIONS**

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



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**N. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

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

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

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

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

\_\_\_\_\_

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

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

**Chief Executive Officer, Robert Golden**

**Date**

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

# Coversheet

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

**Section:** III. Action Items  
**Item:** B. Consideration & Approval of Principal Mandy Bruer's 2023/24 Contract  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Certificated\_Executive\_Administrator\_Employment\_Contract\_\_Principal\_\_\_2023-2024.pdf





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**Between**

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

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

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

**A. DUTIES**

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

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

Position: PRINCIPAL

At-Will Certificated Executive Administrator Employment Agreement

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EMPLOYEE Initials

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# GOLDEN CHARTER ACADEMY

**ROBERT GOLDEN,  
PRESIDENT & CEO**

**EMPLOYER OF  
TRUSTEES**

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

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

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

**B. COMPENSATION**

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

EMPLOYEE shall receive an annual salary of **\$125,000**.

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

**C. BENEFITS**

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

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

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



# GOLDEN

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## CHARTER ACADEMY

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### **D. QUALIFICATIONS**

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

*General Education/Core Class Certificated Assignment*

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

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

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

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

### **E. WORK SCHEDULE**

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

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **July 1, 2023**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of the SCHOOL year as specified in the SCHOOL calendar, but no later than June 30, 2024.

Position: PRINCIPAL

At-Will Certificated Executive Administrator Employment Agreement

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EMPLOYEE Initials

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# GOLDEN

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## CHARTER ACADEMY

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

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

EMPLOYEE understands that there are **one-hundred and eighty-seven (187)** workdays during a school year including paid professional development days, as specified in the school calendar and that the EMPLOYEE must work days preceding and following the school year, as shown on the school calendar to fulfill all the obligations of this agreement.

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

### **F. INTELLECTUAL PROPERTY**

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



# GOLDEN

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

### **G. PROPRIETARY PROPERTY**

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

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

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

### **H. EVALUATION**

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



# GOLDEN CHARTER ACADEMY

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**I. AT-WILL EMPLOYMENT**

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

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

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

**J. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES**

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

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

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

**K. NO TENURE**

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

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

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



# GOLDEN

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## CHARTER ACADEMY

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

**M. GENERAL PROVISIONS**

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





# GOLDEN CHARTER ACADEMY

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## **N. ACCEPTANCE OF EMPLOYMENT**

By signing below, the EMPLOYEE declares as follows:

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

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

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

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

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

SCHOOL Signature: \_\_\_\_\_  
**Chief Executive Officer, Robert Golden**                      **Date**

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

# Coversheet

## Consideration & Approval of the 2023/24 Bell Schedule

**Section:** III. Action Items  
**Item:** C. Consideration & Approval of the 2023/24 Bell Schedule  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 23-24\_GCA\_TK-5\_Bell\_Schedule.pdf



### 2023-2024 Bell Schedule

TK	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade
<p><b>Monday-Friday Gates/Breakfast: 7:30am-8:00am</b></p> <p><b>Line Up/Affirmations: 8:20am-8:25am</b></p> <p><b>Morning Meeting: 8:30am-9am</b></p> <p><b>Instructional Block 1: 9am-10:15am</b></p> <p><b>Brain Break: 10:15am-10:30am</b></p> <p><b>Instructional Block 2: 10:30am-11:15am</b></p> <p><b>Lunch/Recess: 11:15am-11:55am</b></p> <p><b>Instructional Block 3: 11:55am - 12:35pm</b></p> <p><b>Instructional Block 4: 12:35pm-2:00pm</b></p> <p><b>Dismissal: 2:00pm</b></p>	<p><b>Monday-Friday Gates/Breakfast: 7:30am-8:00am</b></p> <p><b>Yard Briefing: 8:15am</b></p> <p><b>Line Up/Affirmations: 8:20am-8:25am</b></p> <p><b>Morning Meeting: 8:30am-9am</b></p> <p><b>Instructional Block 1: 9am-9:45am</b></p> <p><b>Brain Break: 9:45am-10:05am</b></p> <p><b>Instructional Block 2: 10:05am-11:20am</b></p> <p><b>Recess: 11:20am-11:40am</b></p> <p><b>Lunch: 11:40am-12:05pm</b></p> <p><b>Instructional Block 3: 12:05pm-12:55pm</b></p> <p><b>Instructional Block 4: 12:55pm-2:00pm</b></p> <p><b>Dismissal: 2:00pm</b></p>	<p><b>Monday-Friday Gates/Breakfast: 7:30am-8:00am</b></p> <p><b>Yard Briefing: 8:15am</b></p> <p><b>Line Up/Affirmations: 8:20am-8:25am</b></p> <p><b>Morning Meeting: 8:30am-9am</b></p> <p><b>Instructional Block 1: 9am-10am</b></p> <p><b>Brain Break: 10-10:15am</b></p> <p><b>Instructional Block 2: 10:15am-11:20am</b></p> <p><b>Lunch: 11:20am-11:40am</b></p> <p><b>Recess: 11:40am-12:00pm</b></p> <p><b>Instructional Block 3: 12:00pm - 1:30pm</b></p> <p><b>Brain Break: 1:30pm-1:45pm</b></p> <p><b>Instructional Block 4: 1:45pm-3:10pm</b></p> <p><b>Dismissal: 3:10pm, 2pm Thursdays</b></p>	<p><b>Monday-Friday Gates/Breakfast: 7:30am-8:00am</b></p> <p><b>Yard Briefing: 8:15am</b></p> <p><b>Line Up/Affirmations: 8:20am-8:25am</b></p> <p><b>Morning Meeting: 8:30am-9am</b></p> <p><b>Instructional Block 1: 9am-10:15am</b></p> <p><b>Brain Break: 10:15am-10:30am</b></p> <p><b>Instructional Block 2: 10:30am-11:40am</b></p> <p><b>Zoo Day Lunch (Wed): 11:20am-11:50pm</b></p> <p><b>Non-Zoo Day Lunch: 11:40am- 12:00pm</b></p> <p><b>Recess (Non-Zoo Days): 12:00pm-12:20pm</b></p> <p><b>Instructional Block 3: 12:20pm - 1:45pm</b></p> <p><b>Instructional Block 4: 1:45pm-3:10pm</b></p> <p><b>Dismissal: 3:10pm, 2pm Thursdays</b></p>	<p><b>Monday-Friday Gates/Breakfast: 7:30am-8:00am</b></p> <p><b>Yard Briefing: 8:15am</b></p> <p><b>Line Up/Affirmations: 8:20am-8:25am</b></p> <p><b>Morning Meeting: 8:30am-9am</b></p> <p><b>Instructional Block 1: 9am-10:30am</b></p> <p><b>Brain Break: 10:30-10:45am</b></p> <p><b>Instructional Block 2: 10:45am-12:10pm</b></p> <p><b>Lunch: 12:10p-12:30p</b></p> <p><b>Recess: 12:30pm-12:55pm</b></p> <p><b>Instructional Block 3: 12:55pm - 2:00pm</b></p> <p><b>Instructional Block 4: 2:00pm-3:10pm</b></p> <p><b>Dismissal: 3:10pm, 2pm Thursdays</b></p>	<p><b>Monday-Friday Gates/Breakfast: 7:30am-8:00am</b></p> <p><b>Yard Briefing: 8:15am</b></p> <p><b>Line Up/Affirmations: 8:20am-8:25am</b></p> <p><b>Morning Meeting: 8:30am-9am</b></p> <p><b>Instructional Block 1: 9am-10:45am</b></p> <p><b>Brain Break: 10:45am-11:00am</b></p> <p><b>Instructional Block 2: 11:00am-12:30pm</b></p> <p><b>Lunch: 12:30p-12:55p</b></p> <p><b>Recess: 12:55p- 1:15p</b></p> <p><b>Instructional Block 3: 1:15pm - 2:10pm</b></p> <p><b>Instructional Block 4: 2:10pm-3:10pm</b></p> <p><b>Dismissal: 3:10pm, 2pm Thursdays</b></p>	<p><b>Monday-Friday Gates/Breakfast: 7:30am-8:00am</b></p> <p><b>Yard Briefing: 8:15am</b></p> <p><b>Line Up/Affirmations: 8:20am-8:25am</b></p> <p><b>Morning Meeting: 8:30am-9am</b></p> <p><b>Instructional Block 1: 9am-11:00am</b></p> <p><b>Brain Break: 11:00am-11:15am</b></p> <p><b>Instructional Block 2: 11:15am-12:30pm</b></p> <p><b>Lunch:12:30pm-12:50p</b></p> <p><b>Recess:12:50pm-1:10p</b></p> <p><b>Instructional Block 3: 1:10pm - 2:10pm</b></p> <p><b>Instructional Block 4: 2:10pm-3:20pm</b></p> <p><b>Dismissal: 3:20pm, 2pm Thursdays</b></p>



TK	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade
<p>Zoo: Friday 9:00a-11:00a</p> <p>River School: Every other Friday 9 - 1</p> <p>Martial Arts/Motivational Movement: Monday 1p-1:30p</p>	<p>Zoo: Wednesday 9:00a-11:00a</p> <p>River School: Every other Wed and Friday</p> <p>Martial Arts/Motivational Movement: Tuesday 1p-1:30p</p>	<p>Zoo: Friday 12:10p-1:45p</p> <p>Martial Arts/Motivational Movement: Wednesday 1p-1:30p</p>	<p>Zoo: Wednesday 12:00p-1:45p</p> <p>Martial Arts/Motivational Movement: Thursday 1p-1:30p</p>	<p>Zoo: Tuesday 10:00a-11:55a</p> <p>Martial Arts/Motivational Movement: Monday 10:50a-11:20a</p>	<p>Zoo: Thursday 9:00a-11:00a</p> <p>Martial Arts/Motivational Movement: Friday 1p-1:30p</p>	<p>Zoo: Thursday 9:00am-11:00am</p> <p>Martial Arts/Motivational Movement: Friday 1p-1:30p</p>

# Coversheet

## Consideration & Approval of the 2023/24 School Calendar

**Section:** III. Action Items  
**Item:** D. Consideration & Approval of the 2023/24 School Calendar  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Calendar\_2023-2024\_Board\_Draft\_2.pdf



# THE GOLDEN CHARTER ACADEMY

## ACADEMIC CALENDAR - SCHOOL YEAR 2023-24

**PROFESSIONAL LEARNING - PUPIL FREE**

**HOLIDAY - NO SCHOOL**

**FAMILY CONFERENCES**

**SUMMER PROGRAMMING**

JULY 2023						
S	M	T	W	Th	F	S
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AUGUST 2023						
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SEPTEMBER 2023						
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**SCHOOL BEGINS**  
August 14, 2023  
**SCHOOL ENDS**  
May 31, 2024

OCTOBER 2023						
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NOVEMBER 2023						
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DECEMBER 2023						
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31						

**VACATION & HOLIDAYS**

Independence Day    7/4/2023  
 Labor Day            9/4/2023  
 Veteran's Day        11/10/2023  
 Thanksgiving Break   11/20/2023 - 11/24/2023  
 Winter Break         12/18/2023 - 1/5/2024  
 MLK Jr. Day           1/15/2024  
 Lincoln's Birthday    2/12/2024  
 President's Day       2/19/2024  
 Spring Break          3/25/2024- 4/1/2024  
 Memorial Day         5/27/2024  
 Juneteenth            6/19/2024

JANUARY 2024						
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FEBRUARY 2024						
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MARCH 2024						
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31						

**END OF SEMESTER DATES**

SEMESTER 1: 8/14/2023 - 12/15/2023  
 SEMESTER 2: 1/9/2024 - 5/31/2024

APRIL 2024						
S	M	T	W	Th	F	S
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MAY 2024						
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JUNE 2024						
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30						

**ELEMENTARY REPORTING PERIODS**

TRIMESTER 1: 8/14/2023 - 11/3/2023 (59)  
 TRIMESTER 2: 11/6/2023 - 2/28/2024 (58)  
 TRIMESTER 3: 2/29/2024 - 5/31/2024 (58)

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# Coversheet

## Consideration & Approval of Governance Handbook

**Section:** III. Action Items  
**Item:** E. Consideration & Approval of Governance Handbook  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** BOARD GOVERNANCE HANDBOOK 2023.pdf



# GOLDEN CHARTER ACADEMY

GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

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PRESIDENT &  
CEO**

**BOARD OF TRUSTEES**

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# BOARD GOVERNANCE HANDBOOK

*This handbook reflects the governance team’s work on the development of a framework for effective governance. The intent of this document is to put into place norms, procedures, and protocols that will enable the governance team to perform its responsibilities in an effective manner while maintaining the focus on students and learning. This is a living document that will be reviewed by the governance team on an annual basis to ensure that it is an effective tool.*

*Adopted:* \_\_\_\_\_





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## **BOARD GOVERNANCE TEAM**

### **Board of Directors Term 2022-2023**

- Ed González, Chair
- Keshia Thomas, Vice Chair
- Brad Huff, member
- Scott Barton, member
- Ruthie Quinto, member
- Bard Devore, member
- Isaiah Green, member

### **Chief Executive Officer/Head of School**

- Robert Golden



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## VISION

We envision a school community that works together to equip our students to excel academically and utilize their skills to make changes in the environment at the local, state, national, and even international level.

## MISSION

Our mission is to inspire powerful young minds.

## CORE VALUES

1. The future we want to create includes a community of leaders who have strong shared beliefs and values that all students have the ability to learn at high levels and the expectations of our organization/school to meet or exceed that level.
2. The future we want to create includes a community of leaders who are data savvy; they embrace and monitor data and use it to drive continuous improvement.
3. The future we want to create includes a community of leaders who have a collaborative relationship and establish a strong communication structure to inform and engage both internal and external stakeholders in setting and achieving district-wide student learning and achievement goals.
4. The future we want to create includes a community of leaders who are knowledgeable, ethical, responsible, critical thinking, and engaged members of society.
5. The future we want to create includes a community of leaders who utilize research-based, varied, differentiated and effective instructional practices to ensure all students learn at high levels.

## STRATEGIC PLAN GOALS

1. All students build depth of understanding in core concepts through an equitable, cohesive preschool & TK-8 grade education program.
2. Our inclusive school environment cultivates students who are responsible, compassionate, and engaged citizens.
3. Our work culture supports sustainability and values continuous growth of teachers, staff, and administrators.
4. Parents are valued partners who strengthen our schools and programs.
5. Organization leaders, in collaboration with community partners, sustain a high-quality learning experience for all students.



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## EFFECTIVE GOVERNANCE

There are three dimensions to the effective governance of any organization: the actions of an individual, a group coming together to govern, and the performance of governance responsibilities by the group.

In a charter's governance, the Board, and the CEO/Head of School work together as a governance team. For a governance team to work together effectively, members need to:

- Maintain a Unity of Purpose
- Agree on and govern within appropriate roles;
- Create and sustain a positive governance culture; and
- Create a supportive structure for effective governance.

Effective governance tenets encompass the basic characteristics and behaviors that enable governance team members to effectively create a climate for excellence in a school organization and maintain the focus on improved student learning and achievement.

## MEETING NORMS

- Make sure each member's voice is heard.
- Turn off cell phones or put on vibrate.
- Be present and prepared.
- Honor time; be effective and efficient.
- Be respectful and civil when engaging in discourse.
- Keep confidential items confidential.
- Operate with trust.
- Stay on task.
- Assume good intentions.
- Put aside personal issues.
- Filter out the business of adults and focus on students.



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## GOVERNANCE TEAM PRACTICES

*As a Governance Team, we commit to...*

### Placing Something on the Agenda

- Board members may request that an issue be placed on a Board agenda for discussion without extensive staff work. After the discussion, the Board may direct the CEO/Head of School to prepare materials for a deeper Board discussion and/or to take action at a future Board meeting.
- The Chief Executive Officer/Head of School will endeavor to provide at least one week's notice of a topic being agendized for discussion.
- The Chief Executive Officer/Head of School will work with the Board Chair to ensure that the Board has an opportunity to discuss significant issues before they appear as an action item.

### Board Meeting Agendas

- When a significant or high-profile item is brought to the Board for action, the CEO/Head of School shall present a summary of the perspectives and issues considered in arriving at the recommendation.
- When an item with revisions is brought to the Board for action, the CEO/Head of School shall inform the Board of the revisions.
- The Board will receive the agenda, complete with all attachments, at least 72 hours before a Board meeting.
- Board members will endeavor to submit their Board packet questions to the CEO/Head of School by 8:00 a.m. on Monday mornings. Questions may be communicated via email or voice mail.

### Use of Study Sessions

- Study sessions will be developed throughout the year to ensure coverage of both timely and urgent issues which require extensive discussion before a possible Board action is taken.
- Study sessions will be organized with a brief staff presentation followed by Board discussion. Presentation materials will be provided to the Board with the meeting materials three days prior to the study session.

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## **Handling complaints from the community**

- The Board and CEO/Head of School are committed to having parent/staff complaints handled as close to the source as possible.
- Board members will refer complainants back to the appropriate teacher or principal and also notify the CEO/Head of School. If the complainant has already been to those levels, the Board member will refer the complaint to the CEO/Head of School.
- A Board member forwarding a complaint will not be perceived to endorsing the complaint.
- The CEO/Head of School or designee will respond in a timely way to the complainant, investigate the complaint, and communicate back to the complainant and the Board member in order to close the loop.

## **Individual Members' Request for Information**

- In order to ensure that all Board members receive the same information and to keep the CEO/Head of School informed of Board members' questions and concerns, requests for information shall come to the CEO/Head of School's Office. The Board members will receive the information, and it will be included in periodic updates.

## **Surprises**

- The CEO/Head of School commits to sharing information with each other in order to avoid surprises to any member of the governance team.
- The CEO/Head of School can be reached by email and cell phone.

## **Maintaining Confidentiality**

- The Board, CEO/Head of School and Cabinet members agree to maintain the confidentiality of all Closed Sessions and privileged communication as required by the Education Code. Such matters are those relating to personnel issues, litigation, real property negotiations, and labor negotiations.
- The periodic updates are not confidential; however, they should not be shared with others without a Request for Public Information made through the CEO/Head of School's Office. Everything that is confidential will be clearly marked as such—whether by fax, email, or mail.



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### Board Member Role in Public

- School and community invitations for Board members to attend events will be coordinated through the CEO/Head of School’s Office. The CEO/Head of the School’s Office staff will provide details for Board members regarding costs and expectations for attendance.
- Board members will be introduced at all school events unless they are attending only as a parent or spectator. If in doubt, the administrator in charge will ask the Board members whether they wish to be introduced.
- Board members will make the administrator in charge of an event aware of their attendance when they arrive.

### Clearly Communicate and Establish Priorities

- The CEO/Head of School will establish annual priorities that will be used to evaluate him/her and measure the school’s progress toward its goals.

### School Visits

- Board members will work with the CEO/Head of School to coordinate school visits to observe firsthand the instructional program and school operations.

### Handling the Media

- All Board members will refer contacts by the media to the CEO/Head of School. The CEO/Head of School shall be designated as the school’s Public Information Officer (PIO).
- The CEO/Head of School shall contact all Board members to inform them of the content of the communication.



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## CHARTER ACADEMY

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## GOVERNANCE TEAM PROTOCOLS

### Purpose

The Board of Directors is the educational policy making body for the charter school. To effectively meet the organization's challenges, the Board and the CEO/Head of School must function together as a governance team. To ensure unity among team members, effective operating procedures or protocols must be in place. There are general protocols and those that are specific for the Board and the CEO/Head of School.

### General – The Board and Chief Executive Officer/Head of School will:

1. Keep learning and achievement for all students as the primary focus.
2. Value, support, and advocate for public charter schools and public education.
3. Operate openly with trust, integrity, and transparency.
4. Govern in a dignified and professional manner, treating everyone with civility, dignity, and respect while honoring the right to disagree with each other.
5. Govern within the Board-adopted policies and procedures.
6. Define and respect the difference between administration and policymaking and respect the roles of each.
7. Keep confidential matters confidential. Uphold the legal requirement for confidentiality on all matters arising from Board meeting Executive Sessions; keep all conversations taking place in Closed Session absolutely confidential.
8. Keep communication open and courteous; agree that email and text messages should not be used to address personnel matters nor resolve governance team issues.

### Board Members will:

1. Work with all members of the Board and the CEO/Head of School to become a team devoted to students; be dedicated to making all members of the team successful.
2. Act with dignity and understand the implications of demeanor and behavior.
3. Recognize and respect differences of perspective and style on the Board and among staff, students, parents, and the community.
4. Focus on policy making, planning and evaluation for student success.
5. Communicate a common vision.
6. Commit to attending all Board meetings in person unless prevented so by an emergency of some type. When attendance is not possible, Board members will

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- notify the Board Chair of the situation. If the Board Chair is not available, the Vice Chair will be notified.
7. Understanding authority rests with the Board as a whole and not with individual Board members.
  8. Support decisions of the majority after honoring the right of individual members to express opposing viewpoints and vote their convictions.
  9. Understand the distinctions between Board and staff roles, and refrain from performing management functions that are the responsibility of the CEO/Head of School and staff.
  10. Acknowledge individual requests for reports and projects will be directed only to the CEO/Head of School.
  11. Participate in establishing annual expectations; review its protocols and practices.
  12. Objectively evaluate the CEO/Head of School's performance and provide appropriate feedback.
  13. Periodically evaluate its own effectiveness; review its protocols and practices.
  14. Take collective responsibility for the Board's performance.
  15. Communicate directly with the CEO/Head of School whenever a question or concern is raised by a staff member, student, parent or community member.
  16. Contact the CEO/Head of School whenever contacted by the media regarding an incident, event, or agenda item.
  17. Communicate directly with the CEO/Head of School prior to Board meetings to address questions and/or concerns about agenda items; honor the "no surprises" rule.
  18. Communicate one-to-one with the CEO/Head of School when an individual concern arises; do not allow a matter to fester.
  19. Cast a vote on all matters except when a conflict of interest arises.
  20. Listen to and recognize individual constituents and special interest groups while understanding the importance of using one's best judgment to represent all members of the community.
  21. Visit the school site a minimum of four times a year and attend school functions, as time permits, but avoid interrupting instruction or interrupting employees at work.
  22. Represent the organization, when possible, by attending community functions.
  23. Participate in professional development and commit the time and energy necessary to be an informed and effective leader.



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## The Chief Executive Officer/Head of School will:

1. Work toward creating a team with the Board dedicated to students.
2. Work with the Board to establish a clear vision and mission, core values and strategic goals for the organization.
3. Communicate the common vision and mission, core values and strategic goals.
4. Recognize that the relationship between the Board and the CEO/Head of School requires support from the organization's management team.
5. Understand the distinction between Board, the CEO/Head of School, and staff roles, and respect the role of the Board as the representative of the GCA community and as makers of policy.
6. Accept leadership responsibility and be accountable for implementing the vision, mission, goals, and policies of the school.
7. Prepare preliminary goals annually for the Board's consideration.
8. Provide data to the Board members so data-driven decisions can be made.
9. Make personnel recommendations and changes in consultation with the Board as appropriate.
10. Communicate with Board members promptly and effectively.
11. Inform the Board prior to critical information becoming public; apprise all Board members in a timely manner of any major incident or when they may be called on to answer or explain.
12. Distribute information fully and equally to all Board members.
13. Provide information requested by one Board member to every Board member as appropriate.
14. Distribute the Board agenda in a timely fashion and with enough time for Board study and clarify information prior to scheduled meetings.
15. Never bring a matter to a public meeting that is a surprise to a Board member or cabinet member.
16. Provide requests for additional information through a Board update, special report, Board agenda items, or as a Board workshop.
17. Present major decisions initially as a discussion item, then place it on the next Board agenda for action.
18. Treat all Board members professionally.
19. Communicate with individual Board members to determine if concerns exist prior to a possible problem developing and respect the right to disagree with each other.
20. Keep the Board informed regarding significant issues and/or serious situations to honor the "no surprises" rule.
21. Bring to the attention of the Board matters that affect relationships.