



Golden Charter Academy

GCA Special Board of Trustees Meeting

Published on June 28, 2023 at 10:37 AM PDT

Date and Time

Thursday June 29, 2023 at 12:00 PM PDT

Agenda

| | Purpose | Time |
|-------------------------------------|---------|-----------------|
| I. Opening Items | | 12:00 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 | | |

| | Purpose | Time |
|--|---------|-----------------|
| C. Pledge of Allegiance | | |
| D. Approval of the Agenda | Vote | |
| E. Closed Session | Discuss | |
| 1. CEO Evaluation | | |
| F. 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> | | |
| II. Information and Discussion | | 12:00 PM |
| A. Reports and Updates | | 5 m |
| 1. CEO Report (Robert Golden, President & CEO) Enrollment and Operations Update | | |
| B. Next Board Meeting Discussion | Discuss | 5 m |
| <p>Need a regular board meeting scheduled to approve CEO contract. Proposed time & date: Friday, July 7th, 2023 at 10:00 AM.</p> | | |
| III. Action Items | | 12:10 PM |
| A. Consideration and Approval of Certificate of Resolution for The Golden Charter Academy | Vote | |
| <p>Approval of Resolution for Golden Opportunity Legacy Development LLC the Borrower of Acquired Real Property located at 741 W Belmont Ave, Fresno CA 93728</p> | | |
| IV. Board Member Comments | | 12:10 PM |

| | Purpose | Time |
|--|---------|-----------------|
| <p>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.</p> | | |
| <p>A. Next Regularly Scheduled Board Meeting TBD</p> | FYI | |
| <p>B. Suggested Agenda Items</p> <p style="padding-left: 40px;">1. 2023-2024 Board Retreat. Saturday, September 9th, 2023</p> | Discuss | 5 m |
| <p>V. Closing Items</p> | | 12:15 PM |
| <p>A. Adjourn Meeting</p> | Vote | |

Coversheet

Pledge of Allegiance

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



Coversheet

Consideration and Approval of Certificate of Resolution for The Golden Charter Academy

| | |
|--------------------------|---|
| Section: | III. Action Items |
| Item: | A. Consideration and Approval of Certificate of Resolution for The Golden Charter Academy |
| Purpose: | Vote |
| Submitted by: | |
| Related Material: | 6a. Certificate of Resolution (predev)_Golden_Final Form (1).pdf |

**CERTIFICATE
OF
RESOLUTION
OF
THE GOLDEN CHARTER ACADEMY
a California nonprofit public benefit corporation**

April 11, 2023

The undersigned secretary of **THE GOLDEN CHARTER ACADEMY**, a California nonprofit public benefit corporation (the “**Corporation**”) hereby certifies that the following statements are true and correct and, where resolved, comprise a true copy of the resolutions duly approved by the Corporation.

At a meeting of the Directors of the Corporation duly called and held at which a quorum was present and voting, the following resolutions were adopted:

WHEREAS, the Corporation is a California corporation duly organized, validly existing and in good standing under the laws of the State of California, is duly qualified to conduct its business in the State of California and has full power and authority to act as the manager of the Borrower (as defined below). The Corporation is not in violation of its organizational documents.

WHEREAS, the Corporation is the sole member of Golden Opportunity Legacy Development LLC, a California limited liability company (the “**Borrower**”), which acquired certain real property located at 741 W. Belmont Ave., Fresno, CA 93728-2805 (the “**Property**”).

WHEREAS, Borrower now intends to complete certain 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 Corporation (the “**Project**”).

WHEREAS, Pacific Charter School Development, Inc. (the “**Lender**”) has agreed to provide a predevelopment loan (the “**Loan**”) to the Borrower in the amount of \$1,100,000.00 for the purpose of providing a portion of the financing needed to complete certain predevelopment services for the Project (the “**Loan**”); and in connection with the Loan, the Borrower is required to execute and deliver various agreements and documents binding the Borrower to the terms and provisions of the Loan (the “**Loan Documents**”), which Loan Documents will include, without limitation, a Loan Agreement, Promissory Note, Deed of Trust, Repayment Guaranty, Environmental Indemnification and Release Agreement and a Closing Compliance Certificate.

WHEREAS, the Repayment Guaranty will bind and be executed by the Corporation for the benefit of Lender, and the Environmental Indemnification and Release Agreement will bind and be executed by the Borrower and Corporation for the benefit of Lender.

NOW, THEREFORE, BE IT RESOLVED, the board of directors of the Corporation have determined that it is in the best interests of the Corporation, as the sole member of the Borrower, that the Borrower shall obtain the Loan upon the terms and provisions of the Loan Documents and such other terms as are customary in similar commercial loan transactions as determined by the Authorized Officer in their sole discretion, to execute and deliver the Loan Documents, and to otherwise bind the Borrower and Corporation to all of the obligations thereunder of Borrower and Guarantor, each as defined therein, respectively.

RESOLVED FURTHER, that the Corporation hereby authorizes the following named officer of the Corporation (“**Authorized Officer**”):

| <u>Name</u> | <u>Position</u> | <u>Signature</u> |
|----------------------|-----------------|------------------|
| Robert D. Golden Sr. | President & CEO | X _____ |

(a) to execute and deliver, on behalf of the Borrower, as [manager], all documents and instruments necessary to obtain the Loan from Lender, (b) to execute and deliver, on behalf of the Borrower, as its [manager], the Loan Documents and any and all other documents and instruments required to be executed and delivered by the Lender in connection with the Loan, (c) to execute and deliver, on behalf of the Corporation, the Repayment Guaranty and Environmental Indemnification and Release Agreement as required to be executed and delivered by the Lender in connection with the Loan (d) to otherwise take all necessary legal and administrative actions as may be required or necessary for Borrower to obtain the Loan and to bind the Borrower and Corporation to the terms of the Loan Documents.

RESOLVED FURTHER, that all actions heretofore taken by the Authorized Officer, the Secretary, or any other officer of the Corporation, in connection with or otherwise in contemplation of the foregoing transaction be, and they hereby are, ratified, confirmed and approved as the acts and deeds of the Corporation acting as the manager of Borrower and of the Corporation.

RESOLVED FURTHER, that the foregoing resolutions shall remain in full force and effect, and Lender shall be entitled to rely upon the same until written notice of the modification, rescission or revocation of the same, in whole or in part, shall be delivered to Lender; provided, however, that such revocation shall not affect the validity of any action previously taken, the Loan, the Loan Documents, or the validity of the Repayment Guaranty.

[signature on following page.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate effective as of the date set forth above.

Name: _____, Secretary