



Golden Charter Academy

GCA Board of Trustees Meeting

Published on July 22, 2024 at 2:20 PM PDT

Date and Time

Thursday July 25, 2024 at 9:00 AM PDT

Location

Topic: GCA Board of Trustees Meeting

Time: Jul 25, 2024 09:00 AM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82871189817?pwd=yhOfQNDpnllLA3qH7pEzI7KREbf01X.1>

Meeting ID: 828 7118 9817

Passcode: 291715

Agenda

	Purpose	Time
I. Opening Items		9:00 AM
A. Call the Meeting to Order		
B. Roll Call		
<i>Board of Trustees Members</i>		
Dr. Ed González, Board Chair		
Dr. Bard De Vore		

	Purpose	Time
Isaiah Green Hannah Johnson Dr. Stephen Morris Dr. Cassandra Little		
<i>Corporate Officers</i> Robert Golden		
C. Pledge of Allegiance		
D. Approval of the Agenda	Vote	
E. Public Comments	Discuss	5 m
<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. Consent Agenda		9:05 AM
<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. June 20, 2024 Board Meeting Minutes	Approve Minutes	
III. Information / Discussion		9:05 AM
A. Reports and Updates	FYI	5 m

	Purpose	Time
1. CEO Reports & Introductions (Robert Golden)		
2. Principal Introduction (Ms. Liana Pellegrino)		
3. Assistant Principal Introduction (Mr. David Watson)		
B. 2024-25 GCA Board Retreat		5 m
IV. Action Items		9:15 AM
A. Consideration & Approval of Reimbursement Resolution Related to the Issuance of Bonds to Finance and/or Refinance the Acquisition, Construction, Installation, Expansion, Remodeling, Renovation, Rehabilitation, Improvement, Furnishing and/or Equipping of the Charter School Educational Facilities located at (a) as 741 W. Belmont Ave., Fresno, CA 93728-2805, and (b) as 705 W. Belmont Ave., Fresno, CA 93728-2805.	Vote	5 m
B. Consideration & Approval of the 24-25 Statement of Need	Vote	1 m
C. Consideration & Approval of Human Resource Manager Job Description & Salary Range	Vote	1 m
D. Consideration & Approval of Instructional Coach Job Description & Salary Range		5 m
E. Consideration & Approval of Field Ranger Coordinator Job Description & Salary Range	Vote	5 m
F. Consideration & Approval of the Director of Program & Partnership Job Description & Salary Range		5 m
G. Consideration & Approval of the 24-25 Director of Program & Partnership Contract (Mandy Breuer)		
H. Consideration & Approval of the 24-25 Principal Contract (Liana Pellegrino)		5 m
I. Consideration & Approval of the 24-25 Assistant Principal Contract (David Watson)		5 m
V. Board Member Comments		9:47 AM

	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 Meeting</p> <p style="padding-left: 40px;">Thursday, August 15, 2024 at 4:00 PM - 5:30 PM</p>	<p>FYI</p>	<p>5 m</p>

VI. Suggested Agenda Items

VII. Closing Items

<p>A. Adjourn Meeting</p>	<p>Vote</p>
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Coversheet

June 20, 2024 Board Meeting Minutes

Section: II. Consent Agenda
Item: A. June 20, 2024 Board Meeting Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Special GCA Board of Trustees Meeting on June 20, 2024

APPROVED



Golden Charter Academy

Minutes

Special GCA Board of Trustees Meeting

Date and Time

Thursday June 20, 2024 at 3:00 PM

Location

Golden Charter Academy
1626 W. Princeton Ave
Fresno CA 93705

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

Topic: GCA Board of Trustees Regular Meetings

Time: June 20, 2024 04:00 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/j/88417324062>

Directors Present

B. De Vore (remote), C. Little (remote), E. Gonzalez (remote), H. Johnson (remote), I. Green (remote), S. Morris (remote)

Directors Absent

None

Ex Officio Members Present

R. Golden (remote)

Non Voting Members Present

R. Golden (remote)

Guests Present

A. James (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 Jun 20, 2024 at 3:03 PM.

B. Roll Call

C. Pledge of Allegiance

Pledge of Allegiance led by Hannah Johnson.

D. Approval of the Agenda

S. Morris made a motion to approve the Agenda.

C. Little seconded the motion.

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

E. Public Comments

II. Consent Agenda

A. June 18, 2024 Board Meeting Minutes

B. De Vore made a motion to approve the minutes from GCA Board of Trustees Meeting on 06-18-24.

H. Johnson seconded the motion.

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

III. Action Items

A. Consideration & Approval of 2024-25 LCAP (Adoption)

S. Morris made a motion to approve the 2024-25 LCAP.

B. De Vore seconded the motion.

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

B. Consideration & Approval of Golden Charter Academy 2024-25 Budget (Adoption)

B. De Vore made a motion to approve the Golden Charter Academy 2024-25 Budget.

S. Morris seconded the motion.

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

C. Consideration & Approval of 2024-25 EPA Plan

H. Johnson made a motion to approve the 2024-25 Environmental Protection Act (EPA) Plan.

S. Morris seconded the motion.

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

D. Consideration & Approval of 2024-25 Consolidation Application for Federal Funding

S. Morris made a motion to approve the 2024-25 Consolidation Application for Federal Funding.

C. Little seconded the motion.

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

E. Consideration & Approval of 2023-24 Prop 28 AMS Annual Report

B. De Vore made a motion to approve the 2023-24 Prop 28 AMS Annual Report.

S. Morris seconded the motion.

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

F. Consideration & Approval of 2024-25 Arts, Music, and Instructional Materials Discretionary Block Grant Plan

S. Morris made a motion to approve the 2024-25 Arts, Music, and Instructional Materials Discretionary Block Grant Plan.

H. Johnson seconded the motion.

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

G. Consideration & Approval of the 2024-25 Declaraton of Need

H. Johnson made a motion to approve the 2024-25 Declaraton of Need.

S. Morris seconded the motion.

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

H. Consideration & Approval of the Field Experience Coordinator Job Description & Salary Range

To be approved at a later date.

IV. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 3:48 PM.

Respectfully Submitted,

E. Gonzalez

Coversheet

Consideration & Approval of Reimbursement Resolution Related to the Issuance of Bonds to Finance and/or Refinance the Acquisition, Construction, Installation, Expansion, Remodeling, Renovation, Rehabilitation, Improvement, Furnishing and/or Equipping of the Charter School Educational Facilities located at (a) as 741 W. Belmont Ave., Fresno, CA 93728-2805, and (b) as 705 W. Belmont Ave., Fresno, CA 93728-2805.

Section: IV. Action Items

Item: A. Consideration & Approval of Reimbursement Resolution Related to the Issuance of Bonds to Finance and/or Refinance the Acquisition, Construction, Installation, Expansion, Remodeling, Renovation, Rehabilitation, Improvement, Furnishing and/or Equipping of the Charter School Educational Facilities located at (a) as 741 W. Belmont Ave., Fresno, CA 93728-2805, and (b) as 705 W. Belmont Ave., Fresno, CA 93728-2805.

Purpose: Vote

Submitted by:

Related Material:

Reimbursement Resolution - Golden Charter Academy (4881-5799-9055.v2).doc.pdf

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE GOLDEN CHARTER ACADEMY**

**AUTHORIZING ACTIONS IN PURSUIT OF
FINANCING FOR PUBLIC CHARTER SCHOOL PROJECTS
AND DECLARING OFFICIAL INTENT
TO REIMBURSE CERTAIN EXPENDITURES
FROM PROCEEDS OF INDEBTEDNESS**

WHEREAS, The Golden Charter Academy, a nonprofit public benefit corporation organized and existing under the laws of the State of California for itself and as sole member of Golden Opportunity Legacy Development LLC (for purposes of this resolution and the Treasury Regulations referenced herein, the “Corporation”), intends to acquire, construct, improve and equip public charter school facilities, as described in Appendix A attached hereto (the “Project”);

WHEREAS, the Corporation or a limited liability company or nonprofit public benefit corporation in which the Corporation is the sole member (for purposes of this resolution and the Treasury Regulations either entity referenced herein, the “Borrower”) expects to pay certain expenditures (the “Reimbursement Expenditures”) in connection with the Project prior to the issuance of indebtedness on behalf of the Borrower for the purpose of financing costs associated with the Project on a longterm basis;

WHEREAS, the Borrower expects it will be necessary to employ attorneys and consultants and to incur costs and expenses in preparing the proceedings for the issuance of said indebtedness on behalf of the Borrower, and in connection with the acquisition and construction of the Project and the lease thereof to charter school tenants;

WHEREAS, the Borrower reasonably expects that debt obligations in an amount not expected to exceed \$24,000,000 will be issued by or on behalf of the Borrower in order to finance or refinance the Project and that certain of the proceeds of such debt obligations will be used to reimburse the Reimbursement Expenditures, up to approximately \$24,000,000;

WHEREAS, Section 1.150-2 of the regulations promulgated by the United States Department of the Treasury (the “Treasury Regulations”) requires the Borrower to declare its reasonable official intent to reimburse prior expenditures for the Project with proceeds of a subsequent borrowing, if such proceeds are to be deemed spent upon the reimbursement allocation, for purposes of federal tax law;

NOW, THEREFORE, the Board of Directors of the Corporation hereby finds, determines, resolves and declares:

Section 1. The Board of Directors hereby finds and determines that the above recitals are true.

Section 2. For purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations, the Board of Directors hereby declares its official intent to use proceeds of indebtedness to reimburse the Borrower for Reimbursement

Expenditures. This declaration does not bind the Borrower to make any expenditure, incur any indebtedness, or proceed with the Project.

Section 3. The officers, employees and agents of the Borrower, including the financing team assembled for the purpose, are hereby authorized and directed to prepare proceedings culminating in the authorization, sale and issuance of a series of bonds and the loan of proceeds to the Borrower, and to do any and all things which they may deem necessary or advisable in order to carry out, give effect to, and comply with the terms and intent of this Resolution, provided that this Board shall be presented with and shall approve the financing documents prepared for the purpose.

Section 4. The Corporation hereby authorizes the payment of any expenses incurred in connection with the preparation of proceedings for the issuance of said indebtedness on behalf of the Borrower and the lease of the Project, including legal and financial consulting expenses.

Section 5. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED by the Board of Directors of The Golden Charter Academy this _____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

DATE: _____

Chair, Board of Directors

ATTEST:

Secretary

APPENDIX A

(Project Description)

Finance and/or refinance the acquisition, construction, installation, expansion, remodeling, renovation, rehabilitation, improvement, furnishing and/or equipping of the charter school educational facilities located at (a) as 741 W. Belmont Ave., Fresno, CA 93728-2805, and (b) as 705 W. Belmont Ave., Fresno, CA 93728-2805.

Coversheet

Consideration & Approval of the 24-25 Statement of Need

Section: IV. Action Items
Item: B. Consideration & Approval of the 24-25 Statement of Need
Purpose: Vote
Submitted by:
Related Material: 2024-25_Statement of Need.pdf



State of California
Commission on Teacher
Credentialing Certification Division

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

ANNUAL STATEMENT OF NEED 30-DAY SUBSTITUTE and DESIGNATED SUBJECTS CAREER TECHNICAL EDUCATION 30-DAY SUBSTITUTE TEACHING PERMITS

INSTRUCTIONS TO THE EMPLOYER

This statement of need must be filed at the school district office each school year when employing holders of Emergency 30-Day Substitute Permits. The employing agency will complete a single statement of need form (below) and retain the form at the school district office.

The form must be completed annually, indicating that either no credentialed person is available or that those available are not deemed qualified for substitute teaching and details of the circumstances that necessitate the use of emergency permit holders rather than fully credentialed teachers.

This statement of need form does not require listing specific employees or their positions. The form must be signed by the superintendent of the employing school district. It does not need to be co-signed by the county superintendent of schools.

A copy of the form does not need to be submitted to the county or the Commission with each Emergency 30-Day Substitute Teaching Permit application; however, the county superintendent of schools, whose responsibilities include areas such as district payroll or district substitute placement, may request a copy of the district's statement of need form to accurately fulfill these duties.

County superintendent of schools offices employing holders of the Emergency 30-Day Substitute Teaching Permit are also required to annually file, at their office, this completed statement of need form. The county superintendent of schools will sign the form.

The Commission does not require that the school board approve the statement of need. The individual school district may establish its own policy regarding this matter.

References: California Education Code, Sections 44225 and 44300 and California Code of Regulations, Title 5, Sections 80023, 80025 and 80026

This form must be signed by either:

The district superintendent of schools and filed at the school district office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a public school operated by a school district.

OR

The county superintendent of schools and filed at the county superintendent of schools' office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a county-operated school.

Certification and Authorized Signature

The district superintendent of schools or the county superintendent of schools has reviewed the information contained in this statement of need and certifies one the following:

Either a credentialed person is not available or one or more credentialed persons are available, but are not deemed qualified by the district or county, as applicable, to serve as a day-to-day substitute teacher.

OR

The situation or circumstances that necessitate the use of an emergency permit holder are as follows: (Attach additional sheets, if necessary.)

I hereby certify that all of the information contained in this statement of need is true and correct.



Signature of the District Superintendent

Golden Charter Academy

District

6/19/24

Date

Signature of the County Superintendent of Schools

County

Date

It is not necessary to submit this form to the Commission on Teacher Credentialing.

Coversheet

Consideration & Approval of Instructional Coach Job Description & Salary Range

Section: IV. Action Items
Item: D. Consideration & Approval of Instructional Coach Job Description & Salary Range
Purpose:
Submitted by:
Related Material: 24-25 Exhibit A_Instructional Coach.pdf



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Instructional Coach (EXHIBIT A)

Department: Certificated Instructional
Supervisor: Principal
Status: Full-Time, Exempt
Salary: Begins at \$64,135 - \$80,000
Reporting Days: 187 (Start 8/01/2024 – 5/31/2025 Stop)
Location: Golden Charter Academy, TK - 6th Grade

Overview:

Golden Charter Academy is seeking a dedicated and experienced Instructional Coach to support teaching staff in delivering high-quality education to students from Transitional Kindergarten through 6th grade. The Instructional Coach will work collaboratively with educators to enhance instructional practices, improve student outcomes, and foster a culture of continuous improvement. Working closely with school leadership, and reporting directly to the Principal, the Instructional Coach will assist with supporting teachers in meeting school - wide academic and performance goals.

RESPONSIBILITIES:

1. Instructional Support:
 - Collaborate with teachers to develop and implement effective instructional strategies aligned with the school's curriculum and instructional goals.
 - Conduct regular classroom observations and provide constructive feedback to teachers on instructional techniques, classroom management, and differentiation strategies.
 - Model effective teaching practices and co-teach lessons as needed to demonstrate best practices.
2. Professional Development:
 - Work collaboratively with leadership to plan, coordinate, and facilitate professional development sessions that focus on enhancing teacher skills and knowledge in areas such as pedagogy, assessment, data analysis, and instructional technology.
 - Provide individualized coaching to teachers based on their professional goals and needs identified through observations and assessments.
 - Support new teachers through mentoring and induction programs to ensure successful onboarding and integration into the school community.



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3. Data Analysis and Assessment:

- Assist teachers in analyzing student achievement data to identify trends, patterns, and areas for instructional improvement.
- Collaborate with teachers and administrators to develop and implement data-driven instructional interventions and strategies to address student learning needs.

4. Curriculum Development:

- Work with curriculum coordinators and grade-level teams to review, revise, and develop curriculum materials and resources that are aligned with state standards and educational best practices during Professional Learning Communities.
- Provide input and recommendations for selecting instructional materials, resources, and technology tools that support differentiated instruction and meet the needs of diverse learners.

5. School Culture and Collaboration:

- Foster a positive and collaborative school culture by promoting professional dialogue, teamwork, and a commitment to continuous improvement among staff.
- Collaborate with administrators, teachers, and support staff to implement school-wide initiatives and programs that support student achievement and growth.

QUALIFICATIONS:

- Master's degree in Education or related field (preferred).
- Valid teaching credential with a minimum of 5 years teaching experience in TK - 6th grade.
- Proven experience as an instructional coach or similar role, with a track record of improving instructional practices and student outcomes.
- Strong knowledge of educational pedagogy, curriculum development, assessment strategies, and data analysis.
- Excellent communication, interpersonal, and leadership skills.
- Ability to work collaboratively with diverse stakeholders, including teachers, administrators, parents, and community members.
- Commitment to ongoing professional growth and development.



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PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT:

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

Note: This job description is intended to provide a general overview of the requirements for this position and is not exhaustive. Other duties and responsibilities may be assigned as needed.

Name

Date

Signature

Coversheet

Consideration & Approval of Field Ranger Coordinator Job Description & Salary Range

Section:	IV. Action Items
Item: & Salary Range	E. Consideration & Approval of Field Ranger Coordinator Job Description
Purpose:	Vote
Submitted by:	
Related Material:	24-25_Exhibit A_Field Ranger Coordinator.pdf



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Field Ranger Coordinator (EXHIBIT A)

Department: Classified Instructional
Supervisor: Principal
Status: Full-Time, Non-Exempt
Salary: Begins at \$32,991 (18.25) – \$53,650 (29.67)
Reporting Days: 201 (Start 8/01/2024 – 5/31/2025 Stop)
Location: Golden Charter Academy, TK - 6th Grade

Overview:

The Field Ranger Coordinator provides instructional leadership that enables students to learn experientially, through direct guided experiences using sensory awareness, active participation and nature's resources. The person in this role works in close partnership with classroom teachers, learning guides and student services team to create student learning opportunities that align to Common Core, supports educational objectives, augments classroom curricula, and extends academic/social emotional growth. It is the obligation of the position to work in concert with the respective to the charter petition and to follow the guidelines and policies as set forth by the petition and as enunciated by the Principal, GCA Board of Trustees, and the California State Board of Education. This position will report directly to the site Principal. The Principal will be responsible for the ongoing evaluation and monitoring of classroom teaching, adherence to the school philosophy and vision (including but not limited to implementation of the school's best practices), and will work with the instructional team in fully implementing the school's place-based, environmental education curriculum.

Duties may include, but are not limited to the following:

- To work with the Principal and other members of instructional team to develop, implement, reflect upon, and improve a school curriculum that reflects the GCA mission and the respective school's vision, and addresses the educational needs of the students and the California content standards and Frameworks in a thematic approach that allows classroom teachers to teach and students to learn.
- To evaluate the individual needs of all students and develop an educational learning plan that addresses those needs and reflects the curriculum.



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- Lesson Plans: Weekly and long-term lesson planning should be thorough and complete, available for Administration upon request. Academically rigorous substitute plans must be completed by the start of the school year and clearly identified for anyone entering the room.
- Standards-Based Objectives: All classroom instruction should be aligned to the appropriate common core standards and should be clear so that students, families and staff fully understand the objective of daily lessons. It is expected that the Field Experience coordinator/teacher demonstrates content expertise and model and uphold academic excellence and achievement at all times.
- Assist classroom teachers in developing classroom thematic units for the that are centered in place-based, environmental education here at GCA
- To assess student performance with GCA's Environmental Student Outcomes
- Research and utilize the community-based resources available to the school and help plan and organize curriculum-appropriate field experiences and other nature- and place-based activities to expand the learning opportunities of all children.
- Provide accurate student attendance records.

Learning and Teaching Outdoors:

- Prepare for and teach multiple lessons per day to various grade levels (TK-8) and connected to units of study
- Create a safe and positive outdoor classroom culture
- Collaborate with teachers to integrate indoor and outdoor learning experiences
- Coordinate growing and harvesting in the garden with students

Additional Functions:

- Community Engagement
- Build strong relationships with community members in order to serve the needs of the school and students
- Inform learning community of outdoor education content and initiatives
- Support organizational data tracking by accurately collecting and inputting data related to outdoor education and place-based experiences
- Assist with the supervision of students in the field experiences
- Communicate clearly, accurately, and in a timely manner to students and families regarding the outdoor education classroom expectations for academic performance, conduct, procedures, and classroom interaction with other students and the classroom teachers.



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- The Principal should be provided with copies of all parent communication.
- To develop, in consultation with school administration, goals and objectives for each school year which become the basis for performance evaluation as applicable.
- To promptly and proactively inform the school administration of problems (or potential problems) or challenges in the outdoor classroom experience and/or involving families, volunteers, partners or other interaction.
- Work with the administration team in the preparation and execution of safety procedures: fire, earthquake, and other potential disaster situations.
- Attend all regularly-scheduled faculty meetings and in-services unless otherwise approved by the Principal.

Additional Non-Instructional Duties (Duties may include, but are not limited to the following:)

- Participating in student promotional ceremonies
- Participating in SST Meetings if applicable
- Participating in IEP meetings if applicable
- Meeting with Administration
- Preparation for and participation in the Pridelands events
- To welcome frequent and often unscheduled visits from the Principal and/or other faculty members, conducted in the spirit of professional growth and development and the betterment of the GCA faculty team

Requirements:

- Experience with science education, outdoor learning experiences, gardening or farming
- Knowledge of
 - NGSS Science Standards
 - Common Core Standards
 - GCA philosophy, expected practices, and assessment techniques
 - Team-building and student SEL initiatives
 - Play-based learning
 - Current trends in educational research
 - Special education laws and internal AEA operations/policies
- Willingness to learn new information and put new strategies into practice Skills/Abilities
- Valid CA teaching credential preferred but not required
- Field knowledge such as team building skills, science education, gardening, composting



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- Lots of movement
- Fingerprint clearance
- TB clearance
- Current CPR training

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- Ability to work in the elements for a significant part of the day.
- Ability to work at a desk, conference table or in meetings of various configurations
- Ability to stand and circulate for extended periods of time
- Ability to sit on the ground on carpet for an extended period of time
- Ability to lift and move and carry objects of up to 50 pounds
- Ability to see for purposes of reading correspondence, documents and printed matter and observing students
- Ability to hear and understand speech at normal levels
- Ability to communicate so others will be able to clearly understand normal conversation

Name

Date

Signature

Employee Initials
Page 4

Coversheet

Consideration & Approval of the Director of Program & Partnership Job Description & Salary Range

Section: IV. Action Items
Item: F. Consideration & Approval of the Director of Program & Partnership Job
Description & Salary Range
Purpose:
Submitted by:
Related Material: 24-25_Exhibit A_Director of Program & Partnerships.pdf



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GOLDEN CHARTER ACADEMY

DIRECTOR OF PROGRAM & PARTNERSHIPS (Exhibit A)

Department: Certificated
Supervisor: Chief Executive Officer
Status: Full-time, Exempt
Salary : \$70,000 - \$110,000

SUMMARY

The Director of Program & Partnerships is responsible for developing, leading and planning the organization's programs and partnerships. Key responsibilities include:

- In partnership with the CEO, strategically plans with current and future landscape partners.
- Supports the CEO in identifying new national partners.
- Oversee the partnerships to program transition.
- Cultivate partnership relations and secure partner satisfaction.
- Utilize knowledge and research skills to help the organization be strategic about approaching new work.
- Identify and evaluate strategic partnerships and collaborations to support the organization's mission and program.
- Provide thought leadership and innovative ideas to enhance the organization's environmental education programs and family/community involvement opportunities.
- Oversee Community Schools grants and programming.
- Monitor and report on the progress of programs and partnerships.
- Represent the organization in external meetings and events to build relationships and promote the strategic vision.

QUALIFICATIONS

- Bachelor's degree. Master's degree preferred.
- 5+ years of experience in strategic planning, program development, or a related field.

SKILLS

- Experience in the environmental education or non-profit sector is highly desirable.
- Strong analytical and problem-solving skills with the ability to think critically and creatively.
- Excellent communication and interpersonal skills, with the ability to present complex information to diverse stakeholders.

PHYSICAL REQUIREMENTS

- Hiking
- Camping
- Nature/ office work environment

Coversheet

Consideration & Approval of the 24-25 Director of Program & Partnership Contract (Mandy Breuer)

Section: IV. Action Items

Item: G. Consideration & Approval of the 24-25 Director of Program & Partnership Contract (Mandy Breuer)

Purpose:

Submitted by:

Related Material:

24-25 Employment Agreement_Director_of_Programs_(Mandy Breuer) (2).pdf



Board of Trustees

Dr. Ed Gonzalez, Chair Dr. Stephen Morris
Dr. Bard De Vore Hannah Johnson
Isaiah Green

**AT-WILL EMPLOYMENT AGREEMENT
2024 – 2025**

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

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

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

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

DS

EMPLOYEE Initials



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

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

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

B. DUTIES

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

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the SCHOOL in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty, subject or grade level, according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL;

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1. 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;
2. EMPLOYEE will perform such duties as the SCHOOL may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone, or any other electronic device, while at home or at another location other than the school site as the SCHOOL deems reasonable and/or necessary; and
3. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

C. COMPENSATION

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

EMPLOYEE shall receive an annual salary of **\$110,000**.

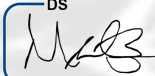
EMPLOYEE shall participate in *mandatory* Professional Development training. Employee shall provide proof of completion of such training in the form of daily attendance sign-in forms.

D. BENEFITS

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

Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 90% of the employee costs towards the monthly health premiums of the selected plan up to \$7,200 per year. 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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E. QUALIFICATIONS

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

General Education/Core Class Certification Assignment

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

Non-Core/Non-General Education Certificated Assignment

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

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

F. WORK SCHEDULE

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **July 1, 2024**. 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, 2025.

DS



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.

G. INTELLECTUAL PROPERTY

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

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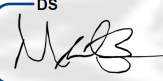
2. *Protection.* SCHOOL may, at its sole discretion and at its own expense, choose to seek, obtain, maintain, enforce, or forego any form of protection for intellectual property owned by it under this Agreement.
3. *Cooperation.* At SCHOOL's expense, EMPLOYEE will cooperate with SCHOOL to facilitate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

H. PROPRIETARY PROPERTY

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

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

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

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I. EVALUATION

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

J. AT-WILL EMPLOYMENT

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

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

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

K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES

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

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

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

L. NO TENURE

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

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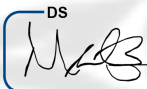


M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE

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

N. GENERAL PROVISIONS

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
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.

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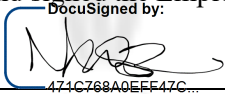


7. Attorney Fees: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, costs, expenses, and disbursements incurred.

0. 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: 
DocuSigned by: 471C768A0E5F47C...

Date: 7/8/2024

Address: 1430 S Sowell St
Visalia, CA 93277

Telephone: 310-927-7565

SCHOOL Signature: 
DocuSigned by: Robert Golden A47356A361194AE...

Chief Executive Officer, Robert Golden

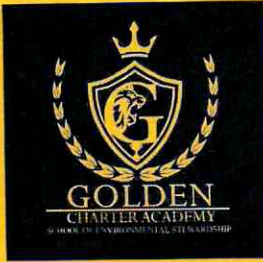
7/11/2024
Date

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

Coversheet

Consideration & Approval of the 24-25 Principal Contract (Liana Pellegrino)

Section: IV. Action Items
Item: H. Consideration & Approval of the 24-25 Principal Contract (Liana Pellegrino)
Purpose:
Submitted by:
Related Material:
24-25 Certificated Executive Admin Principal (SIGNED) Liana Pellegrino (1).pdf



Board of Trustees
Dr. Ed Gonzalez, Chair Dr. Stephen Morris
Dr. Bard De Vore Hannah Johnson
Isaiah Green

**AT-WILL EMPLOYMENT AGREEMENT
2024 – 2025**

Between

GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

and

LIANA PELLEGRINO

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

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

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

LP

EMPLOYEE Initials

PAGE 1

Position: PRINCIPAL
At-Will Certificated Executive Administrator Employment
Agreement © Golden Charter Academy 2024-25, Rev. 5/24/2024



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

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

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

B. DUTIES

A copy of the job description for EMPLOYEE's position as **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 SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE's job description; and
2. Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL's discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the SCHOOL in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty, subject or grade level, according to any limitations or requirements of the EMPLOYEE's licensure, and/or the addition or elimination of classified duties, as necessary. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE's attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL's policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL's Employee Handbook, incorporated herein by reference (See attached "Exhibit B"), which may be amended from time to time at the sole discretion of SCHOOL;

LP



1. 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;
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EMPLOYEE shall receive an annual salary of \$117,500

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

D. BENEFITS

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

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LP



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

F. WORK SCHEDULE

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **July 1, 2024**. 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, 2025.

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EMPLOYEE Initials
PAGE 4



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.

G. INTELLECTUAL PROPERTY

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

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EMPLOYEE Initials
PAGE 5



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

H. PROPRIETARY PROPERTY

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

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

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

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EMPLOYEE Initials
PAGE 6



I. EVALUATION

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

J. AT-WILL EMPLOYMENT

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

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

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

K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES

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

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

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

L. NO TENURE

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

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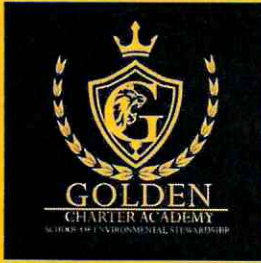
M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE

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

N. GENERAL PROVISIONS

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
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.

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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.

O. ACCEPTANCE OF EMPLOYMENT

By signing below, the EMPLOYEE declares as follows:

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

EMPLOYEE Signature:

[Handwritten Signature]

Date:

06/20/24

Address:

3184 Swift Ave
Clavis, CA 93619

Telephone:

(559) 400-1015

SCHOOL Signature:

DocuSigned by:
Robert Golden
A47356A361194AE...

Chief Executive Officer, Robert Golden

7/11/2024

Date

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

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Coversheet

Consideration & Approval of the 24-25 Assistant Principal Contract (David Watson)

Section: IV. Action Items
Item: I. Consideration & Approval of the 24-25 Assistant Principal Contract
(David Watson)
Purpose:
Submitted by:
Related Material:
24-25_Certificated Executive Admin_Assistant Principal_Employment Agreement [SIGNED] (David Watson) (1).pdf



Assistant Principal (Exhibit A)

Department: Certificated Admin
Supervisor: Principal
Status: Full Time, Excmpt
Salary: Begins at \$74,000 - \$100,000

Reporting Days: 213 (Start 8/01/2024 – 5/31/2025 Stop)

Hours: Monday – Friday, Approximately (40 hrs/Week)

The Assistant Principal assists the Principal in the daily operations and responsibilities of the school site in the areas of curriculum and instruction, intervention, restorative practices, discipline, supervision, evaluations, facilities management, safety and security, etc. The Assistant Principal also performs a variety of other duties under the direction of the Principal.

RESPONSIBILITIES

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

- Participate in developing a shared vision for student culture with students, staff, faculty, community, local government and K-12 partners.
- Lead restorative justice program. Provide training for staff, support others in the implementation of restorative practices and implement student discipline procedures when necessary to ensure school wide safety.
- Participate in the Instructional Leadership Team.
- Lead assessment of student progress and learning outcomes; review and recommend changes to maintain relevant programs to meet student and community needs.
- Conduct relevant meetings with students and parents regarding student progress and school culture
- Actively seek out and identify opportunities to enhance, develop, and offer new programs, services, and activities to promote student success in the GCA vision.
- Articulate and champion the GCA’s mission, vision, and values to students, faculty, staff, community partners, associations and other external stakeholders.
- Support faculty and staff in setting school-wide short-term and long-term goals, monitor and evaluate toward goal progress and achievement.

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- Lead development, coordination and facilitation of student leadership development programs, and and provide guidance for student council, student club fundraising , social, cultural, educational, and committees, programs, and activities.
- Work with administration to create, refine, and implement master schedule and placement of students using School Pathways and other applicable technology.
- Work with community partners to expand range provide services and learning opportunities available for our community.
- Oversee and work collaboratively with the staff on attendance, SART and SARB processes
- Perform a variety of administrative duties to assist the principal in managing a school; assume the duties of principal in his/her/their absence.
- Plan, organize, coordinate, and direct instructional activities,extracurricular events, special programs, and plant operations at the school.
- Assist staff with implementation of school-adopted courses of study, including content standards.
- Assist the principal with the preparation and maintenance of a variety of school, district, county, state, and federally mandated records and reports regarding student attendance, discipline, safety and academic achievement.
- Supervise and evaluate certificated and classified personnel.
- Attend IEP and other special education meetings.
- Communicate with parents/guardians regarding school policies,procedures, and expectations.
- Ensure the health, safety and welfare of students
- Oversee attendance, behavior management, counseling, guidance, and other support services.
- Provide individual academic and personal supports to students and parents/guardians
- Assist in the monitoring and facilitation of school groups and committees,such as School Site Council, LCAP, Leadership Team and other committees needed at the site.

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EDUCATION AND EXPERIENCE

- Masters Degree & Administrative Services credential required from an accredited college or university.
- Relevant teaching experience highly desirable.
- Bilingual preferred.
- Demonstrates an understanding, patient, and receptive attitude towards students of various age groups, temperaments and abilities (particularly those exhibiting specialized needs).
- Reacts to change productively and handle other tasks as assigned.
- Exhibit ability to handle confidential information and materials.
- Ability to work collaboratively with colleagues and administrators.
- Commitment to the success of all students and the GCA mission, vision and values .
- Warm, thoughtful, collaborative and adaptive leader with excellent interpersonal, communication and writing skills.
- Experience with conflict resolution and restorative justice practices.
- Demonstrates clear evidence of sensitivity to and understanding of the diverse academic, socioeconomic, cultural and ethnic backgrounds of school, students, staff and community.
- Proficient use of instructional technology and student information systems for (reporting, scheduling, master schedule, etc.) and other student data systems to retrieve, analyze and deliver reports.
- A passion for improving schools in low income communities of color .
- Demonstrated leadership capabilities.
- Ability to work with parents/guardians, students, faculty, post-secondary educational representatives, community partners as well as school community groups.
- Knowledge of school graduation requirements and parallel entrance requirements for post-secondary institutions.
- Ability to understand the unique social-emotional and developmental needs of individual students.

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PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT

This job primarily operates on a school site and in classrooms, and utilizes typical office equipment (computers, phones, photocopiers, etc.). Physical demands include: positioning to lift (should be able to lift up to 30 pounds to waist high), carry, push, and/or pull, kneel, stoop, crouch and bend.

Generally, the job is 60% Stationary and 40% moving/traversing. Travel required for visits to other local school sites (as needed). The above statements are intended to describe the general nature and level of work being performed.

Note: This job description is intended to provide a general overview of the requirements for this position and is not exhaustive. Other duties and responsibilities may be assigned as needed.

David Watson

7/18/2024

Name

Date

DocuSigned by:

David Watson

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Signature

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Board of Trustees

Dr. Ed Gonzalez, Chair Dr. Stephen Morris
Dr. Bard De Vore Hannah Johnson
Isaiah Green

**AT-WILL EMPLOYMENT AGREEMENT
2024 – 2025**

Between

GOLDEN CHARTER ACADEMY PUBLIC CHARTER SCHOOL

and

DAVID RENEL WATSON

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

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

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

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

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

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

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

B. DUTIES

A copy of the job description for EMPLOYEE’s position as **ASSISTANT 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 SCHOOL. EMPLOYEE agrees that he/she/they shall at all times faithfully, industriously, and to the best of his/her/their ability to perform all of the duties that may be required of the EMPLOYEE pursuant to the express and explicit terms of this Agreement by the accomplishment of:

1. Fulfilling the functions enumerated in the EMPLOYEE’s job description; and
2. Such other duties as assigned by the Board or SCHOOL as necessary in SCHOOL’s discretion and judgment to effectuate the purposes of this Agreement. The EMPLOYEE understands that SCHOOL may at times make assignments that are in addition to those expressly described in this Agreement. The EMPLOYEE understands that the SCHOOL in its sole discretion and without prior notice may assign EMPLOYEE other and/or additional duties, including but not limited to a change in assignment to different specialty, subject or grade level, according to any limitations or requirements of the EMPLOYEE’s licensure, and/or the addition or elimination of classified duties, as necessary. In addition, the EMPLOYEE shall attend all parent/teacher conferences, special education meetings at which the EMPLOYEE’s attendance is required or requested, any planned SCHOOL events, including any events in the morning prior to the beginning of the work day, in the evening after the work day has concluded or over the weekend and any and all training, professional development and/or planning sessions before or during the school year; and
3. The EMPLOYEE will perform such duties as SCHOOL may reasonably assign and will abide by all SCHOOL’s policies and procedures as adopted and amended from time to time, including those policies and procedures set forth in the SCHOOL’s Employee Handbook, incorporated herein by reference (See attached “Exhibit B”), which may be amended from time to time at the sole discretion of SCHOOL;

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1. 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;
2. EMPLOYEE will perform such duties as the SCHOOL may reasonably assign including performing any such duties remotely or “telecommuting” via internet, phone, or any other electronic device, while at home or at another location other than the school site as the SCHOOL deems reasonable and/or necessary; and
3. EMPLOYEE will conduct him/her/their self in a respectful and responsible manner as a representative of SCHOOL both on and off campus. EMPLOYEE will refrain from engaging in any inappropriate behavior, including but not limited to sexual relations, while on SCHOOL property.

C. COMPENSATION

The SCHOOL will pay the EMPLOYEE a salary commensurate with the approved salary as specified herein. Compensation earned will be paid to EMPLOYEE on EMPLOYER’s regular paydays, subject to legally required withholdings and deductions and such other withholdings and deductions authorized by EMPLOYEE. If the EMPLOYEE fails to complete the Term of this Agreement for any reason whatsoever, EMPLOYEE is entitled to be paid the annual salary prorated to the amount of work actually performed. EMPLOYEE shall receive an annual salary of **\$105,000**. In addition, EMPLOYEE shall receive a bonus of **\$5,000** at the time of signing this agreement.

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

D. BENEFITS

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

Full-time employees become eligible for medical, dental, and vision coverage on the first month following their date of hire. Golden Charter Academy will provide a health insurance package covering 90% of the employee costs towards the monthly health premiums of the selected plan up to \$7,200 per year. 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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EMPLOYEE Initials



E. QUALIFICATIONS

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

General Education/Core Class Certification Assignment

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

Non-Core/Non-General Education Certificated Assignment

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

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

F. WORK SCHEDULE

The current SCHOOL calendar is incorporated by reference herein.

Subject to earlier termination as an At-Will Employee and as provided in this Agreement, EMPLOYEE agrees to begin working on **July 17, 2024**. Unless terminated earlier, this Agreement shall terminate automatically at midnight on the final day of **May 31, 2025**.

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EMPLOYEE Initials



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 nineteen (19) days 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.

G. INTELLECTUAL PROPERTY

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

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EMPLOYEE Initials



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

H. PROPRIETARY PROPERTY

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

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

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

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EMPLOYEE Initials



I. EVALUATION

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

J. AT-WILL EMPLOYMENT

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

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

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

K. PRECLUSION OF OUTSIDE PROFESSIONAL ACTIVITIES

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

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

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

L. NO TENURE

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

DS
DW

EMPLOYEE Initials



M. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE

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

N. GENERAL PROVISIONS

1. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
2. **Entire Agreement:** This Agreement, together with the exhibits and schedules hereto, constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, inducements or conditions, express implied, written or oral, between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement. The express terms of this Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms of this Agreement.
3. **Modification:** Any modifications or amendments of any of the terms and conditions of this Agreement must be expressly made by the parties hereto in writing.
4. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect, unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.
5. **Waiver of Breach:** The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.
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.

DS
DW

EMPLOYEE Initials



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.

O. ACCEPTANCE OF EMPLOYMENT

By signing below, the EMPLOYEE declares as follows:

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

EMPLOYEE Signature:

DocuSigned by:
David Watson
5A2719E7430F401...

7/18/2024

Date:

Address:

4591 Twin Oaks Rd

Madera, CA. 93636

Telephone:

5593626052

SCHOOL Signature:

DocuSigned by:
Liana Pellegrino
309966F21FA542D...

7/19/2024

Principal, Liana Pellegrino

Date

Chief Executive Officer, Robert Golden

Date

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