

**SUN VALLEY HOPE ACADEMY
(Independent Study/Non-Classroom
Based/
On-line Charter High School)**

(SVHA)

**Los Angeles Unified School District
Charter School Office**

AFFIRMATIONS AND ASSURANCES

SUN VALLEY HOPE ACADEMY (SVHA) hereby certifies that the information submitted in this application for a California public charter school is true to the best of our knowledge and belief. We also certify that this school is to be located within the boundaries of the Los Angeles Unified School District and this application does not constitute the conversion of a private school to the status of a public charter school.

Further, we understand that if awarded a charter:

- The SUN VALLEY HOPE ACADEMY (SVHA) will be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code § 47605(d)(1)]
- The SUN VALLEY HOPE ACADEMY will not charge tuition. [Ref. Education Code § 47605(d)(1)]
- The SUN VALLEY HOPE ACADEMY will not discriminate on the basis of race, ethnicity, national origin, religion, gender, sexual orientation, perceived sexual orientation, home language, or disability. [Ref. Education Code § 47605(d)(1)]
- The SUN VALLEY HOPE ACADEMY will meet all statewide standards and conduct the student assessments required, pursuant to Education Code § 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code § 47605(c)(1)]
- The SUN VALLEY HOPE ACADEMY will be deemed the exclusive public school employer of the employees of The SUN VALLEY HOPE ACADEMY for the purposes of the Educational Employment Relations Act. [Ref. Education Code § 47605(b)(5)(O)]
- The SUN VALLEY HOPE ACADEMY will admit all student who wish to attend The SUN VALLEY HOPE ACADEMY, and who submit a timely enrollment form, unless The SUN VALLEY HOPE ACADEMY receives a greater number of applications than there are spaces for students, in which case a public random drawing will be held. [Ref. Education Code § 47605(d)(2)(A)-(B)]
- The SUN VALLEY HOPE ACADEMY will adhere to Section 504 of the Rehabilitation Act of 1974 (“Section 504”), Title II of the Americans with Disabilities Act of 1990 (“ADA”), and the Individuals with Disabilities in Education Improvement Act of 2004 (“IDEA”).
- The SUN VALLEY HOPE ACADEMY will meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations § 11967.5.1(f)(5)(c)]

- The SUN VALLEY HOPE ACADEMY will ensure that the school’s teachers hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers. [Ref. California Education Code § 47605(l)]
- The SUN VALLEY HOPE ACADEMY will, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code § 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves The SUN VALLEY HOPE ACADEMY without graduating or completing the school year for any reason, The SUN VALLEY HOPE ACADEMY will notify the Superintendent of the school district of the pupil’s last known address within 30 days (if The SUN VALLEY HOPE ACADEMY does not use the district’s Student Information System), and will, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. California Education Code § 47605(d)(3)] This paragraph applies only to pupils subject to compulsory full-time education pursuant to Education Code § 48200.
- The SUN VALLEY HOPE ACADEMY will follow any and all other federal, state and local laws and regulations that apply to California charter schools, including but not limited to:
 - The SUN VALLEY HOPE ACADEMY will not require any child to attend or any employee to work at the charter school.
 - The SUN VALLEY HOPE ACADEMY will maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection.
 - The SUN VALLEY HOPE ACADEMY will on a regular basis consult with its parents and teachers regarding its education programs.
 - The SUN VALLEY HOPE ACADEMY will comply with any jurisdictional limitations to locations of its facilities.
 - The SUN VALLEY HOPE ACADEMY will comply with laws establishing the minimum and maximum age for public school enrollment and will not enroll pupils over 19 years of age unless the student has been continuously enrolled in a public school, is not over the age of 22 years, and is making satisfactory progress toward high school diploma requirements.
 - The SUN VALLEY HOPE ACADEMY will comply with all applicable portions of the No Child Left Behind Act.
 - The SUN VALLEY HOPE ACADEMY will comply with the Brown Act.

- The SUN VALLEY HOPE ACADEMY will comply with the Public Records Act.
- The SUN VALLEY HOPE ACADEMY will comply with the Family Educational Rights and Privacy Act.
- The SUN VALLEY HOPE ACADEMY will meet or exceed the legally required minimum number of school days.
- The SUN VALLEY HOPE ACADEMY will maintain all necessary and appropriate insurance coverage at all times.
- The SUN VALLEY HOPE ACADEMY accepts and understands its obligations to comply with specific sections of the Education Code §47611 (STRS) and §41365 (Revolving Loan Fund).
- The SUN VALLEY HOPE ACADEMY will admit a child who reaches five years of age on or before December 2 of the current school year as the minimum age for kindergarten (EC 48000[a]).

The SUN VALLEY HOPE ACADEMY agrees to abide by all laws applicable to charter schools, and these laws may supersede any agreement in this charter petition as the charter school laws may change from time to time.

TERM AND RENEWAL OF CHARTER

In accordance with California Education Code §47607(a)(1), upon approval, this charter petition will be effective as of the date of approval and we petition for a period of five (5) fiscal years starting with the first fiscal year in which the school operates (beginning July 1, 2012) and ending on June 30, 2017.

The SUN VALLEY HOPE ACADEMY may request from the Los Angeles Unified School District that an amendment be made to the charter at any time prior to expiration.

The SUN VALLEY HOPE ACADEMY will submit its renewal petition to the Los Angeles Unified School District no earlier than September of the year before the charter is due to expire and no later than January 31 of the year the charter is scheduled to expire.

Signature of Lead Petitioner, **Gagik Movsesyan**

Date

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NARRATIVE:

Founding Group

The founding members of the charter school are:

Gagik Movsesyan

As Branch Coordinator for Los Angeles ORT Technical College, Mr. Movsesyan has an extensive background in business and education. He has an educational background that includes a BA in Economics and Finance, and a MBA. Mr. Movsesyan additionally has a certificate of authorization to serve as a Director in a California Private Postsecondary Education Institution approved under California Education Code (CEC) Section 94915.

Karine Movsesyan

Mrs. Movsesyan has 25+ years history in education and community outreach. Some of her experiences include High School and Middle School teaching. She has worked in Welfare-to-Work programs, elderly care programs, and job placement programs. Mrs. Movsesyan has a Masters of Art Degree in Music, and a Masters Degree in Public Administration. She also holds a Ryan Designated Clear Vocational Teacher Credential (from UCLA Extension).

Partnerships

Upon receiving the charter, Sun Valley HOPE Academy plans to partner with EdFutures, Inc. a San Diego, California-based educational management organization that seeks to build local institutions of high achievement, in conjunction with community-based groups. EdFutures will provide a variety of support and management services including:

- Start-Up support, Management and Operation of the School
- Implementation of Educational Curriculum under the direction of the LAUSD Board
- Staff Recruitment and Placement
- Evaluation and Assessment of Academic and Non-Academic Areas
- Fund Raising Assistance

EdFutures information including agreement attached as Appendix B.

ELEMENT 1: Educational Philosophy and Program

Governing Law: “A description of the educational program of the school designed, among other things, to identify those whom the school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.” Education Code Section 47605(b) (5) (A) (i).

Mission

Sun Valley Hope Academy (SVHA) is to improve student learning by providing a mentored, structured, and monitored performance-oriented public school alternative.

SVHA will be enhanced by an interactive mentoring program facilitated through elective courses, designed to help identify and guide students toward their strengths and passions.

SVHA will provide a diagnostic evaluation, management process, and staff development venue, which will be constantly monitored and changed when necessary to maximize effective learning and performance.

SVHA will serve students in grades 9-12 through a combination of in-class time and distance learning programs. The transition from classroom to an independent study program will depend on the individual assessment of a student for all subject matters. A student can find him/herself taking some classes on-line and still other classes in the classroom based on his/her assessment.

Vision Statement

SVHA aims to provide an alternative educational avenue to students who are looking for a multicultural alternative to the traditional classroom environment. We will provide our students with a nurturing and safe environment, while at the same time setting high academic expectations for them. We will achieve this through curriculum that emphasizes character education and creativity, along with the core academic requirements. We will support students by collaborating with them and their families to secure a safe and welcoming atmosphere. HOPE Academy will create young leaders who will positively impact our Sun Valley communities and the world at-large. Our graduates will be self-confident and service-minded, not only succeeding personally, but turning back to reach for others who might have fallen behind.

HOPE Academy’s objectives are in sequence with contemporary exploration and education procedures. The SVHA viewpoint is based on the principles that all students, if given the right opportunity, will gain knowledge. To this end, our vision encourages teachers to embrace multiculturalism in their classrooms and lessons. Additionally, our classrooms are always open and we welcome parental involvement. Parents will be required to volunteer for specific number of hours, agreed upon at the time of student enrollment.

Our program is designed to empower an economically and ethnically diverse group of students to improve their academic performance and to attain high reaching educational and career goals. We aim to achieve this mission by offering the students a personalized learning experience, made possible by the smaller, more specialized charter school environment, and the corresponding low teacher-student ratio.

Educational Philosophy

Much of the student population that HOPE Independent Academy will serve is discouraged and close to the breaking point. They are experienced under-achievers, having already been kicked out of their aforementioned home schools, and, sadly, often already involved in the criminal justice system. They have continually experienced failure and are in imminent danger of becoming another Los Angeles county's statistic. Sun Valley HOPE Academy (SVHA) Charter School offers a chance for multicultural students to succeed.

SVHA will be located on 9000 Sunland Blvd., Sun Valley, CA 91352 in a community with a large number of students falling below proficiency levels in core subjects. The school will be open to any student whose parents/legal guardians reside within the local education agency (Los Angeles Unified School District), and students of low performing schools that reside outside the LEA.

An *Educated Person* and the intended product of the SVHA is a young adult who is an effective worker that can productively use: resources (time, money, materials, etc.), interpersonal skills (working on teams), information, systems (understanding social, organizations, and technological systems), and technology (selecting tools, applying technology to specific tasks). HOPE Academy graduates will be empowered with the knowledge that enables them to enter today's demanding workforce and institutions of higher education.

Consistent with the design of the SVHA, learning best occurs as a combination of direct intervention with student under the tutelage of professional educators (*e.g., school principal, teachers, and other school professionals*) with support from parents/guardians. That intervention includes diagnostic assessment, data-driven instructional programming, high expectations, high quality teaching, formative and summative assessment, and a standards-driven curriculum.

High School Programs

As an approved public school of the state of California and because SVHA will follow California Content Standards in developing curriculum guidelines, all courses will be transferable within the state of California. Parents will be informed of this during parent orientation to the school and in parent-school contracts. Also, guidance counselors will be available to students and their families during the transfer and postsecondary enrollment process.

Students to be Served

SVHA will have an open enrollment for students who are residents the Sun Valley area. The school will attempt to have a balanced student body. EdFutures will provide SVHA with

marketing services in order to recruit a diverse student body that wants to study, become multi-culturally aware, future-oriented, and pioneering young adults. Students will be accepted on a first come, first served basis. The enrollment process will communicate to parents and students the goals and assumptions of the school. The main criteria for success at the school are a willingness and motivation by the student to work hard, demonstrate personal responsibility and respect for others.

In year one, the school will have a capacity to serve a minimum of 120 students in grades 9-12. EdFutures assumes that in any given year there will be an 8-10% vacancy rate. In addition, EdFutures has estimated an 8-10% attrition rate from year-to-year.

Year	Grade Levels	Projected Enrollment
Year One	9-12	120
Year Two	9-12	150
Year Three	9-12	180
Year Four	9-12	210
Year Five	9-12	240

Curriculum and Instructional Design

In addition to implementing the required California Curriculum Standards and using nationally published materials that support the curriculum, teachers will be expected to implement components of high quality instruction. All components of SVHA’s educational programming will address the tenets of the *No Child Left Behind Act*: improve and sustain the quality of instruction, increase family involvement, provide necessary supportive educational services, expand parental options and integrate best practices based upon scientific research.

In addition to implementing the required state curriculum standards and using nationally published materials that support the curriculum, EdFutures’ teachers are expected to implement components of high quality instruction. These components are based on current literature and research of pedagogy and successful schools and ensure that students learn and retain a high percentage of knowledge and skills. Prior to the opening of school, all instructional staff receives training on these components as part of the teacher preparation days. Follow-up sessions are scheduled quarterly, and the components are included in evaluator forms used by the school-based administrator and the EdFutures Program Manager and Director of Teacher Training and Development. The following is an annotated list of components of high quality instruction that are used in all EdFuture’s charter schools.

Teacher Expectations: Teachers are selected for their belief and commitment to the fact that all children, regardless of background, exposure, socio-economic conditions, can and will learn. Throughout instruction, teachers model high performance in their own behaviors such as oral and written communication skills, and in product expectations and examples of polished products. Furthermore, these expectations are for all students. In support of this model, teachers post

student products and work that is in final form and graded with comments. Scoring rubrics accompany the products so that students and parents clearly understand high expectations and can be proud of their work.

Higher Level Thinking: Teachers are expected to understand cognitive levels and focus on advanced thinking levels such as analysis, synthesis, and evaluation. During instruction, teachers self-monitor questioning strategies to ensure that higher-level questions are included and, where possible, emphasized. Additionally, teachers promote problem solving and critical thinking in all subjects.

Meeting Individual Needs: Teachers focus on understanding and meeting the individual needs of students. Diagnostic assessments as well as critical reviews of standardized assessment data are reviewed and used to plan and provide instruction that addresses deficits as well as challenges students. Teachers precede instruction with informal assessments and provide differentiated material, as needed.

Active Teaching: A key component of effective instruction is minimizing lecture. Teachers are expected to serve as learning coaches or facilitators. Instruction and questioning are directed toward redirecting student thinking and understanding. Teachers are actively involved through one-on-one instruction.

Student Engagement: Instruction begins with an engagement component such as a sponge, grabber, discrepant event, or ill-structured problem. To ensure success, teachers make connections to prior learning. Activities are meaningful and have real-world significance so that students see applications for concepts and skills. Students are challenged through instruction that is regularly provided just above their comfort level.

Every student of Sun Valley HOPE Academy will have an Academic Plan that outlines his/her academic work. These plans will be updated and revised annually with student, parent, and staff participating. These plans should lead to a postsecondary plan of action, informed by assessments, that is aligned with the student's skills, interests and school experience. Our teachers will use a variety of innovative and traditional teaching styles and methods. These include, but are not limited to:

- Student-centered learning
- Technology-based learning
- Independent study
- Experiential learning

Grading will be accomplished by evaluating a variety of components. Such as: writing; writing activities; homework, notebooks and journals, attendance and participation.

In English, students will:

- Understand and appreciate literature and the arts as expressions of and ways to interpret the human experience.
- Obtain meaning from a variety of complex texts.

- Be well read as demonstrated by reading a variety of literary works representing different genres.
- Make informed interpretations of the purpose and meaning of literary works.
- Convey interpretations of personal experience gleaned from literature.
- Explain how literature from various cultural/ethnic groups expresses both distinctive and similar values, experiences, struggles and contributions.
- Evaluate how the form and content of a literary work contributes to its message and impact.

In History, students will:

- Understand and apply civic, historical, and geographical knowledge in order to become a citizen in a diverse world.
- Apply information, concepts, and perspectives from the history of our nation and the history and development of other nations.
- Deliberate on public issues, which arise in a representative democracy.
- Use historical research to ask and answer questions about the past.
- Recognize that regions can be defined in cultural, physical, or political terms.
- Accurately interpret and summarize information from maps, charts, and graphs.
- Understand the building blocks of representative government.
- Understand the evolution of early civilizations and the development of new ideas, institutions, and systems of thought.
- Recognize that events in the past inform the present.
- Understand the rich and varied achievements of diverse peoples.

In Math, students will:

- Construct mathematical models.
- Use a variety of problem solving strategies. • Use advanced computing procedures.
- Understand and apply advanced properties of numbers.
- Understand and apply advanced methods of measurement.
- Understand and apply advanced concepts of geometry.
- Understand and apply advanced concepts of functions and algebra.
- Understand and apply advanced concepts of probability and statistics.
- Understand and apply advanced concepts of data analysis.

In Science, students will:

- Analyze real world phenomena using scientific concepts, principles, and processes (e.g. cause and effect, energy, systems).
- Use the scientific method to ask and answer questions about the world.
- Understand essential ideas about the composition and structure of the universe and the motions of objects in it.
- Know basic earth, biological, physical, and chemical concepts.
- Understand basic concepts of matter and energy, motion and forces.

In Art, students will:

- Participate in artistic activities.
- Make informed interpretations of the purpose and meaning of artistic works.

- Convey interpretations of personal experiences in expressive forms.
- Explain how art from various cultural/ethnic groups expresses both distinctive and similar values, experiences, struggles and contributions.
- Explain how the form and content of an artistic work contributes to its message and impact.
- Explain the role of the artist in providing service to the community and world.

In Foreign Language, students will:

- Obtain sufficient verbal fluency and written proficiency to communicate effectively in a foreign language.
- Understand and appreciate the culture underlying a foreign language.

In Technology, students will:

- Use technology to increase learning.
- Understand and use current word processing systems.
- Understand and use current spreadsheet software.
- Understand and use current database software
- Understand and use current presentation software.
- Understand the use of the Internet.
- Understand how technology can be of service to the community.

The educational program will be built on a clustering of the core academic subjects. This clustering will allow for flexibility in scheduling and staffing as well as providing a common sense approach to interdisciplinary project-based learning. Through clustering and flexible scheduling, Sun Valley HOPE Academy's Charter School intends to institutionalize interdisciplinary and project-based learning.

A key element of this integrated curriculum is the need for a common language and learning process. The Shared Inquiry process – developed by the Great Books Foundation – will be the common language and learning process used at SVHA. The process deconstructs the readings and research to give students access to primary sources. Below are the steps included in the Shared Inquiry process.

The Shared Inquiry Process

- Introduction: Introductory activities orient students to the selection/concept/ chapter. They include: Focusing on words students are not likely to know, but are central to understanding the story/idea/chapter; supplying contextual information; Supplying information on location and historical timeframe; supplying information on cultural background; and answering a number of pre-reading questions to prepare students to consider the text in a thoughtful way.
- First Reading: Because the selections/concepts/chapters are rich in ideas and vocabulary, students will read the selections more than once. Students need to become well acquainted with the facts so that they can support their ideas as they work on interpreting the issues.

- Reflecting on the Selection/Concept/Chapter Between Readings: Students will voice their initial reaction to the selection/concept/chapter and write out a series of questions that the reading brought up. Sharing these questions allows students to clear up misreadings, get help with vocabulary and set the selection/concept/chapter more firmly in their minds. Forming questions, based on their responses, gives students a starting point for interpretive thinking when they read the selection/concept/chapter a second time and take notes.
- Second Reading and Taking Notes: To help students take notes, they will be given an Interpretive Note Source. This is a topic or focus for what to take notes on. Students will be coached in different note taking strategies for fiction and nonfiction selections.
- Raising Interpretive Issues Through Vocabulary and Textual Analysis: Using interpretive words activities, students concentrate on making connections between the vocabulary of a selection and its overall meaning/concept. Students will learn how specific words contribute to understanding the issues of a story/concept as well as how an author's word choice can provide nuance and depth of character and viewpoint. In Textual Analysis, students discuss a single passage line by line raising questions about it's meaning. This extends the work students have done in the Interpretive Words activities. The leader/teacher selects the passage for Textual Analysis.

Sun Valley HOPE Academy assumes that it will take time to transition students from their traditional school experience to a new student-as-independent learner and student-as-worker environment, therefore:

- In 9th grade, students will be given a structured but flexible schedule, guidance and support in their classes. Teachers will guide students to reflect on the process of learning and to develop time management skills. Students will begin to learn and use the Shared Inquiry process. They will be anchored in the language and mechanics of the process.

- In 10th grade, students will remain in a structured but flexible environment, although increased effort will be made to develop independent learning skills. This will be done through independent research, study guides, and teacher-student conferences using Shared Inquiry.

In Grades 11-12, students will be given increased opportunities to learn in a self-paced, self-directed manner. The role of the teacher will begin to change to that of mentor, tutor, and assessor.

As with any 21st century enterprise, technology will be used to provide resources and efficiency. Student work will be archived on school file servers and there will be online access to portfolios. Access to libraries and databases will be electronic. Administrative functions, when possible, will be automated.

The school's instructional model is built on a number of key components:

- A team of 4 teachers will work with approximately 120 students at each grade level. Teacher caseload will be approximately 30 students.
- The team of teachers will stay with the same students through graduation.

The benefits of this are continuity from year to year, consistency for students and thorough curriculum expertise for teachers. Due to the program's staffing continuity, teachers will be more directly accountable for their students' achievement.

- Every teacher has 2 to 3 hours per day to plan lessons, work with students individually and participate in professional development activities
- Mathematics and Science will be taught back-to-back in a 2 to 3 hour block.
- English and Social Studies will be taught in a 2 to 3 hour block.
- Health, Life Skills and Physical Education will be taught in a 2 to 3 hour block.
- Instruction in all courses will be flexible. Teachers will use a combination of lecture, discussion, and individual learning.

The block scheduling and the clustering of content subjects provide instructional flexibility. Teachers can design activities that use real-world resources and demand extended time periods. Key elements of SVHA's instructional program are project-based learning and the Shared Inquiry process. The professional literature on project-based learning suggests that:

- Projects are complex tasks based on challenging questions or problems that involve students in design, problem solving, decision making, or investigative activities;
- Projects give students the opportunity to work relatively autonomously over extended periods of time; and
- Projects culminate in realistic products or presentations.

The curriculum design components are directly related to meeting the needs of students, implementing activities that are developmentally appropriate for all students and mentoring to students by goal setting to achieve optimum potential for academic success.

Calendar and Schedule

The SVHA calendar will be a traditional school year calendar. Students will begin in September and complete the school year in June. SVHA students will meet or exceed the required number of minutes of instruction as set forth in Education Code 46201. Students will be required to be in attendance at the school site at least 2 school days per week. SVHA students will complete a minimum of 64,800 minutes of instruction per year pursuant to EC Section 47612.5(a)(1).

The school's schedule and calendar are built on the following assumptions:

- Students will attend school 1-2 days per week from 8:00 AM to 4:00 PM. Students will have 6.5-hours of instruction and 1.5-hours for breaks, lunch and activities
- Staff will have an 8.5-hour day (7:45 AM to 4:15 PM). Each teacher has 2 to 3 hours per day for planning, professional development, and working individually with colleagues and/or students.

A sample school calendar and bell schedule are included in Appendix F.

Graduation Requirements

All students will be enrolled in courses that are aligned with State Content Standards and must complete a total of 230 credits for graduation. All students are required to complete 180 core curriculum credits, meeting the California Department of Education's course requirements for a

high school diploma. The remaining credits will be broken up into the “A-G” UC requirements for enrolling freshman and a series of elective courses for remedial assistance, when applicable, and/or pre-employment life skills training.

Below is a chart of SVHA’s course requirements:

Visual/Performing Arts	One Year	10credits
English	Four Years	40 credits
Foreign Language	One Year (Two recommended)	10 credits
Social Science	Three Years	30 credits
Mathematics	Two Years (Three recommended)	20 credits
Science	Two Years (Three recommended)	20 credits
Technology	One Year	10 credits
Physical Education	Two Years	20 credits
Electives	One Year (or Exemption)	60 credits
Health/Life Skills	One Year (1/2 semester each)	10 credits
Total credits		230

Students are also required to pass both sections of the CAHSEE and complete 30 community service-learning hours.

Plan For Students Who Are Academically Low Achieving

While SVHA will provide students with instruction in all subjects, for those students who are low achieving, specific focus will be directed in reading. The reading program will be part of a comprehensive and balanced general studies tutoring. A precursor of instruction and an on-going component will be diagnosis and assessment. All students will undergo diagnostic testing using instruments. Since these instruments provide information such as skills and abilities related to literacy concepts, oral language, letter, and letter/sound correspondence, listening comprehension, word decoding, comprehension, and word knowledge, teachers will have detailed information of deficits. Data will allow teachers to select text materials at levels where students reading at lower levels can be successful.

Consequently, School Intervention Teams will be established to direct, evaluate, and document pre-referral intervention efforts for student referred to the team. Remedial programs will include, but not be limited to, additional instructional time with the teacher or an aide, after-school tutoring, labs, at-home or after schoolwork. Students will also be referred for correctives and enrichments at a time to be determined by the teacher and parent.

Plan For Students Who Are Academically High Achieving

SVHA will provide a comprehensive and balanced instructional program in all core subjects. Furthermore, consistent with instructional components described above, strategies and

approaches of high expectations, higher-level thinking, and meeting individual needs will facilitate achievement by those with academic talents.

Since the school will focus on reading literacy as a gatekeeper subject, specific components in reading assessment and instruction will further enhance learning programs of the high achieving students. All students will undergo diagnostic testing using instruments such as the Scholastic Reading Inventory. These instruments will effectively identify students with advanced skills and reading levels. Consequently, teachers can guide advanced readers toward texts that are challenging and yet not overly frustrating to students. Strategies that will be used for these students include higher order techniques such as questioning the author. These advanced students will be continually monitored and challenged to develop new skills, competencies, and fluency.

Plan For English Learners

In serving students with Limited English Proficiency (LEP), the school will comply with all state and federal rules and regulations, while practicing inclusion to the fullest extent possible. Students entering the school will be checked for non-native English speaker status, through both a language survey of parents as well as teacher observation. Students identified as non-native speakers will be evaluated by formal and informal assessments, and students identified, as LEP will be provided education support. Support services may include supplementary English, as a second language instruction will be provided. An immersion program in all other subject areas will help LEP students quickly gain familiarity with English. Student progress will be assessed utilizing formal and informal measures. Student achievement will be monitored to facilitate program modifications, as needed.

Pursuant to State Law (Education Code Section 60810 (d) (1-3), mandating the California English Language Development Test (CELDT) the School will take steps to:

- Identify pupils as limited English proficient in the application process via the student ELP survey and during the interview process.
- Assess the limited English proficient students in acquiring the skills of listening, speaking, reading, and writing in English.
- Determine the level of English language proficiency for those who are limited English proficient.
- Provide the appropriate intervention and support. Students will be provided a variety of interventions to include but not limited to:
 - Individual one on one pullout sessions
 - Group pullout sessions
 - Audio component to their online programming in English or Spanish
 - Access to foundation course offerings which focus on reading development
 - Periodic assessments to monitor student success and progress

In addition, due to our student population all teachers will be expected to hold ESOL and Reading endorsement with 12 months of their hire date.

Home Language Survey

The school will administer the home language survey upon a student's initial enrollment into school.

CELDT Testing

All students who indicate that their home language is other than English will take the California English Language Development Test ("CELDT") within thirty days of initial enrollment and at least annually thereafter between July 1 and October 31st until re-designated as fluent English proficient. The school will notify all parents of its responsibility for CELDT testing and of CELDT results within thirty days of receiving results from publisher. The CELDT shall be used to fulfill the requirements under the No Child Left Behind Act (2001) for annual English proficiency testing.

Reclassification Procedures

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including but not limited to the CELDT,
- Participation of the pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery,
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents opportunity to participate, and encouragement of the participation of parents or guardians in the School's reclassification procedure including seeking their opinion and consultation during the reclassification process,
- Comparison of the pupil's performance in basic skills against an empirically established range of performance and basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English, and
- The Student Oral Language Observation Matrix will be used by teachers to measure progress regarding comprehension, fluency, vocabulary, pronunciation, and grammar usage.

Appropriate EL Program

The primary goal of appropriate programming is to effectively develop each student's English language proficiency and academic potential. Programs should enhance self-esteem, promote cross-cultural awareness, and provide equal educational opportunities. Appropriate programming decisions will be based on on-going programmatic assessments.

Equal time in basic EL as English-proficient students received in Language Arts: Basic EL instructional time will be proportional to the Language Arts time received by non-EL students. English instruction will be appropriate to the proficiency level and academic potential of the students. EL-certified or endorsed teachers will deliver all instruction in basic EL classes.

Equal access to all areas at instructional level/courses in the regular curriculum: All EL students will be given equal access to appropriate programming, including intensive instruction in the English language and instruction in the basic subject areas of math, science, social studies, and

computer literacy, which is comprehensible and equal in amount, scope, sequence, and quality as that given to non-EL students. This will be achieved through the use of on-going programmatic assessments and comprehensible instruction.

EL students with special needs and/or at risk for dropping out or under-achieving will be given equal access to additional services as non-EL when indicated.

Every teacher will monitor the performance of each student and call an EL Committee meeting to review the placement and academic progress of any student whose performance indicates the need for more appropriate instructional planning and placement. Disciplinary action will not be used against a student, because the student might be speaking another language other than English.

Each teacher of EL students will develop and implement plans and activities that reflect EL strategies and techniques which address individual needs and ensure the delivery of comprehensible instruction at each student's English proficiency level. Teachers will document EL strategies and modifications in their lesson plan books or on instructional checklists. EL teachers may provide basic subject and other subject area teachers with resources and assistance in ESL curriculum and testing strategies and modifications, as requested. Teachers may call EL Committee or Student Study Team meetings to assist them in developing appropriate strategies and interventions.

An EL liaison will monitor the academic performance of EL students to help determine the degree to which they are receiving comprehensible input.

Grade Reporting

All staff members have responsibilities with regard to EL students in the areas of instruction, grading, monitoring, and certification requirements. Staff members need to make note of the requirements based on teaching assignment and be sure all certification requirements have been met. Additionally, teachers of core and elective areas having EL students or students recently dismissed from EL will have responsibilities to complete, and may be called upon for EL committee participation, and/or the monitoring process.

The EL student who cannot comprehend the language of instruction should not be assigned failing grades in the content area subjects. He/she should, however, be assigned grades based on cooperation, effort, and participation in classroom assignments to the degrees his/her English language proficiency allows.

Since the assigning of participation grades is subjective, the student, within his language capabilities, should be expected to do the following within the specified goals and accommodations of the students:

- Pay attention in class
- Follow directions
- Have required materials
- Participate in activities
- Complete homework assignments within reasonable expectations
- Join in class activities
- Show progress

If an EL student is able to perform the skills in a particular subject, (e.g., math) he/she should be given an achievement, not a participation grade in that subject.

Plan For Special Education

The Charter School will follow the legal specifics of Special Education/IDEA legislation in its delivery of services, including:

- an equal opportunity for all students that may not be denied on the basis of disability;
- a written Individualized Education Program (IEP) for all students identified and qualified as having a disability and receiving special education services;
- a free and appropriate public education program – this program to be determined on an individual case-by-case basis depending on each student’s unique needs and which may be challenged by the student’s parent (s) through due procedures;
- a least restrictive environment or “natural environment” in consideration of the following factors: (1) a comparison between educational benefits available to a disabled student in a traditional classroom and a special education classroom; (2) the non-academic benefits to the student with a disability from interacting with non-disabled students; (3) the degree of disruption of the education of other students resulting in the inability to meet the unique needs of the disabled student;
- due process requirements which include notification of parent (s) of the intent to evaluate for special education and consent to this process by the parent (s); and
- non-discriminatory evaluation procedures for students with IEP’s.

It is the policy of EdFutures that charter schools implement a program of Individual Student Plans for all students in all classes. These Individual Student Plans should be inclusive of relevant strategies to meet all of the educational needs of the student regardless of any educational handicap. It is the goal of SVHA to meet the educational needs of every student and to minimize the need for special education services. This ultimately gives SVHA more latitude of response in meeting all students’ needs.

If the Individual Student Plan is not meeting the educational needs of the student, and the teacher or teachers have met with the parents and instituted classroom modification, the student should be referred to the Student Study Team, comprised of the Principal, and selected staff, in order to develop strategies for special needs. The Student Study Team uses a systematic problem-solving approach, utilizing teachers, administrators, parents, the student, and counselors, psychologists, nurses, relative and community persons to assist students who are not progressing at a satisfactory rate. Only after the Student Study Team has met, designed a strategy for intervention, and evaluated the effectiveness of the intervention, should a student be referred for special education evaluation. Evaluative procedures may be utilized within the scope of the Student Study Team without a formal referral for a special education evaluation.

There may be some exceptions to the above policy (3):

1. If a parent/legal guardian requests a special education evaluation, they have a legal right to have that request carried out within the mandated time frame (50 calendar days from the time assessment plan is signed by the parents). The parent or these parents should be made aware of the Student Study Team process and its benefit for their student and the benefit of exhausting available school resources.

If the parent requests the special education evaluation, he or she should provide a written request to the school.

2. If a student appears to have a speech difficulty, he or she may be referred for a speech and language evaluation without going through the Student Study Team process.

The Principal will meet regularly with special education personnel including psychologists, speech and language therapists, adaptive physical education specialists and resource specialists. The Principal will request a monthly report from any special education professional on-site, outlining the amount of time each professional spends with each special education student as correlated with what the Individual Education Plan (IEP) mandates. The reports from resource specialists shall include meeting dates with parents as scheduled on the IEP.

Special education personnel on-site at a charter school should always be working as a team with the schoolteachers, aides, parents, and administrators. The Principal will hold special education personnel accountable for how IEP goals and objectives are communicated to teachers, aides, and parents. The strategies identified for intervention will, where possible, emphasize inclusion in the regular classroom setting – subject, of course, to the restrictions identified in the IEP.

All hours of service listed in the IEP must be provided to the student. If the hours are not being provided on a weekly basis, as is the case when certain specialists are not available for hire, those service hours must be provided in arrears.

All incoming students will be screened to determine if they have an Individual Education Plan (IEP) or a 504 plan.

As we are working with the District in Special Education, persons hired by the District to provide special education services will be credentialed and will receive the specialized training to provide the appropriate services to special education students. It is petitioner's intent to execute a separate memorandum of understanding with the District regarding services, as it is petitioner's desire to have the District provide these services. No encroachment obligation shall flow to the District.

The school will be open to all students, on a space-available basis within each grade and will not discriminate on the basis of race, creed, color, gender, national origin, religion, ancestry, need for special education services, intellectual or athletic ability, measures of achievement or aptitude, disability or proficiency in English, physical limitations, or challenges.

The school will make available a continuum of support options for special education students. Students' needs will be met through a variety of service delivery options including, but not limited to, in-class support and pullout support on an individual basis. High academic standards and performance indicators will be expected for all students, including special education students; however, the Individual Education Program Plan (IEP) will guide the instruction of special education students enrolled in the school. IEP's will be developed, revised, and implemented in accordance with IDEA by an appropriate team including the parents, and will be

reviewed at least annually. The school will provide in-service training in special education to the faculty.

ELEMENT 2: Measurable Student Outcomes

Governing Law: "The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program." Education Code 47605(b) (5) (B).

Measurable student outcomes

By the end of the four-year charter, students will acquire:

Our goal is to create a charter school that motivates and assists all students in achieving not only the proficiency level as required by the state standards and the California School Exit Exam, but also to become life long learners.

The following are the school's academic goals:

- Seventy percent (70%) of students enrolled for more than 180 days will demonstrate annual learning gains in reading and mathematics. The number of enrolled students demonstrating annual learning gains in reading and mathematics will increase 5% each year with a five-year target of 90%.
- Seventy percent (70%) of students enrolled for more than 180 days will demonstrate annual learning gains in reading and mathematics for the lowest 25% of students in the school. The number of enrolled students demonstrating annual learning gains in reading and mathematics for the lowest 25% of students in the school will increase 10% each year with a five-year target of 90%.
- Ninety-five percent (95%) of the entire student body enrolled in the school who are in attendance for the test's administration shall participate in the State Testing unless they have an IEP indicating that the State Standards are not appropriate.
- Seventy percent (70%) of the students enrolled in the School will achieve eighty percent (80%) of the goals on their Individual Graduation Plan (IGP) prior to graduation.
- Seventy (70%) of the students enrolled an entire academic year will earn a minimum of seven credits per academic year. This goal shows that students are learning, achieving, and proceeding toward graduation.
- Using the school's first year of operation as a baseline, the graduation rate will increase a minimum of five percent (5%) annually until such time as the school graduates ninety percent (90%) of its enrollment. This goal will indicate that the school is fulfilling its mission and that the beliefs that form the foundation of the mission are real and working.
- Seventy-five percent (75%) of all students who have been enrolled for the entire academic school year will meet or exceed their statistical expected core total growth when assessed late in the school year, in comparison to their core total on the same assessment administered early in the fall of that same school year. This goal indicates that the school's educational plan is working, in that students who were having no academic success whatsoever are now learning in accordance with their predicted growth.

Utilizing the initial first year data our systematic goals will be:

- Ten (10%) reduction in number of discipline referrals until we attain a ten-percent (10%) or less referral rate.
- Improve the attendance rate by 5% annually until we reach an 85% attendance rate.
- Increased number of students going to college or a vocational program by 10% annually until we reach the 80% rate.
- Improved ACT/SAT scores annually by 10% until 100% of all students taking the ACT/SAT have an acceptable score to enter college.
- Improved or attain Schools Academic Performance Index and AYP.

CELDT

Sun Valley Hope Academy English Learner students will increase in English Proficiency levels by at least one year annually as measured by the CELDT until re-designated as Fluent English Proficient.

Adequate Yearly Progress (AYP)

Sun Valley Hope Academy will use many measures to determine if we have met student performance goals. The AYP is a critical measurement tool to determine if we have met our student achievement goals. Sun Valley Hope Academy will make Adequate Yearly Progress (AYP) as defined by the No Child Left Behind Act. Sun Valley Hope Academy seeks to meet or exceed the average CST scores in English Language Arts and Mathematics of the nearest high school serving similar student populations. Sun Valley Hope Academy will increase the number of students designated as Advanced or Proficient in English Language Arts and Mathematics by 5% annually. Additionally, Sun Valley Hope Academy will decrease the number of students designated as Far Below Basic in English Language Arts and Mathematics by 5% annually.

API

As mandated by the State of California, Sun Valley Hope Academy will annually utilize the API as a measure to determine if we have met our student achievement goals. Our goal is to maintain or exceed a minimum of a 6 Similar School ranking. For our base year we expect to achieve a minimum of a 650 API score and we will meet or exceed the annual API growth targets.

We're going to have to spend some specific time developing your actual procedures for your rehabilitation plan because it will be significantly different for you since you'll be operating an independent study school.

ELEMENT 3: Methods By Which Student Outcomes Will Be Measured

Governing Law: A description of “the method by which pupil progress in meeting the pupil outcomes will be measured.” Education Code 47605(b)(5)(C)

Per California Law, all of SVHA students will be assessed annually via California required tests. Staff will use the results in addition to internal assessments for diagnostic, remedial, and enrichment purposes.

The following state and external assessments will be administered at SVHA:

Content Areas	9th Grade	10th Grade	11th Grade	12th Grade
STAR Program	Science Reading/Language Arts Mathematics Science	History-Social Science Reading Language Arts Mathematics Science	History-Social Science Reading Language Arts Mathematics Science	
CELDT	Listening Speaking Reading Writing	Listening Speaking Reading Writing	Listening Speaking Reading Writing	Listening Speaking Reading Writing
CAHSEE		X	X	X
EAP			Augmentations to CSTs in: English/Language Arts Algebra II Summative High School Mathematics	
PFT	Physical Fitness Test (PFT) (Feb)			
Scholastic Reading Inventory (pre- and post- tests)	X	X	X	
Scott Foresman California Mathematics Beginning Year Inventory	X	X		

In addition, incoming freshman and new students will be given placement exams in order to determine their proficiency levels in core subjects. Comparable tests are given throughout the year to measure progress.

Students will be assessed (internally) by the following methods:

Grades: Students will receive a letter grade for each class they take. The letter grade will be based on teacher-made tests, projects, assignments, and portfolios. At the end of every semester, students will receive a report card. The report card will detail all assignments and projects grades for that semester. By the time they graduate, students will have a comprehensive record for employers and colleges. The following grading scales will be in use:

A+	100% - 97%
B+	89% - 87%
C+	79% - 77%
D+	69% - 67%
E+	Below 60%

A	96% -94%
B	86% - 84%
C	76% - 74%
D	66% - 64%
E	Below 60%

A-	93% -90%
B-	83% -80%
C-	73% -70%
D-	63% -60%
E-	Below 60%

Portfolios: Students will participate in an annual portfolio review. The portfolio will contain annual research projects, writing examples and items chosen by the student that reflect personal growth. These will be assessed using a teacher-developed rubric and will be part of the student's grade as well as permanent record. Portfolio grades will be reported annually at the end of the semester.

Collection of Performance Data

Each student will be assessed at the beginning of the school year using the STAR Reading Test, Scholastic Reading Inventory, and Scott Foresman Mathematical Assessment. The data from these assessments will be used to identify strengths and needs for all students and will be the basis for establishing individual learning plans for each student.

Student testing will be administered at a minimum of four times a month utilizing a variety of written and computer based mediums. Performance in other core subjects will be monitored through the administration of published unit and chapter tests for textbook series used by the school. Furthermore, teachers will make use of portfolios to document and monitor learning related to growth and achievement of skills and knowledge. Portfolios will be jointly compiled with students' work so that they reflect typical products completed during instruction and long-term projects. Portfolios will be regular components of parent/teacher conferences and will enhance standardized data, giving parents a clear understanding of their student(s)'s performance. Finally, teacher-generated tests, quizzes, and rubric-based projects will be used as data gathering and monitoring tools. This comprehensive approach to assessment will provide all stakeholders (administration, teachers, students, parents, community, Board of Trustees, Board of Education, and State Board of Education) with a clear picture of the impact of the school's educational program.

Locally administered assessments will be scored and reviewed in house by administrative and teaching staff. Results of statewide assessments will be similarly reviewed upon receipt. All results along with progress toward achieving targets and goals/objectives of the school will be reported to parents, the Sun Valley HOPE Academy's Board of Trustees, the City of Sun Valley, and the California State Board of Education in an annual report, consistent with local and state requirements.

Use And Reporting Of Data

Intervention and Remediation Plans

Student evaluation data will be carefully analyzed on a regular (*e.g.*, weekly, quarterly) basis to determine individual student strengths and weaknesses. Teachers will use the aforementioned assessments to determine skills and information that students have mastered and specific learning needs or deficits' students may still have after instruction. This data will be the foundation for students' intervention (making decisions about what to teach next and for ameliorating any identified learning deficits). Teachers will be able to address individual student learning needs effectively by using assessments as the basis for designing learning activities appropriate to the learning style of the individual student.

Teachers will use assessment data to make suggestions for family learning activities that address students' learning needs and help to improve student achievement. Assessment data will also be used to inform parents both of their student's progress and of the specific learning needs that they can help to address. As parents are informed of the specific learning strengths and deficits of their student, they will be able to make informed choices about the role they will play in improving student achievement. Assessment data will be shared with students to inform them of their progress, identify their learning needs, and help them to assume appropriate responsibility for their own learning.

If formative and summative data analysis suggests that adequate yearly progress is in jeopardy, immediate steps will be taken. These steps include remedial instruction on targeted areas as revealed by diagnostic and achievement tests. Furthermore, as these areas are identified, staff will be provided with professional development in designated content, pedagogy, and instructional strategies. Finally, consistent with the performance culture of the school continued employment and salary adjustments will be based on yearly academic measures.

ELEMENT 4: Governance

Governing Law: “The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement.” – Education Code Section 47605(b)(5)(D)

SVHA will be governed by E.S.R. Leadership Institute, Inc., a California, non-profit. SVHA will be operated by EdFutures, a management company and under the Board’s direction this company will perform all operational and management responsibilities as herein identified.

The E.S.R./SVHA Charter Board will have three - seven members. The board of directors/trustees will be individuals of high moral character who are leaders in the school’s community or in the nation and who have evidenced sincere concern for the welfare of students and for the improvement of education. The members of the Board of Trustees will reflect the diversity of cultural, academic, and professional expertise that is essential for fulfilling the school’s unique mission. The sponsoring group will issue formal letters of invitation to selected candidates for the initial Board. The selection process will include review of candidate’s curricula vitae, contact with their references and a personal interview. All members must commit the necessary time and energy to ensure smooth operation of the Board.

The composition will include a business leader from the community-at-large, an educator, a parent representative and a community leader. The Charter Board will represent a broad cross-section of the school community. The parent representative will be invited to serve from those parents who have expressed a meaningful interest in enrolling their student (s) in the Charter School. After the first year, the parent representative will be elected annually. The school will be administered in a nonsectarian manner.

The founders have appointed a Founding Board of Directors of 5 members that includes representatives of the parents, educators, and community members who support educational choice in the community and surrounding areas. Biographical information of the Founding Board is included in the Appendix I.

Member Name	Member Role on Charter Board	Member Term
	President	3-year
	Secretary	3-year
	Treasurer	3-year
	Community Representative	2-year
	Parent Representative	2-year
	Authorizer Representative (if appointed)	Re-appointed annually
	Member At-Large (if needed)	2-year

Board members will serve staggered terms to ensure continuity on the Board. Three members will serve an initial 3-year term and two members will serve an initial 2-year term. Members can serve a maximum of 3 consecutive terms. After the third term, a member shall be off of the

board for at least one year before being considered for appointment back on the board by the President.

Board members will normally be appointed to serve renewable four-year terms.

The Board will provide leadership for the project in the community; participate in school development activities and promote awareness of our school's new educational opportunities among local families, civic and political leaders, and the media. The Board of Trustees will have controlling legal power and responsibility for the school. The composition of the board will reflect a balance of expertise and perspectives needed to achieve the mission of Sun Valley HOPE Academy. Specifically the Board will:

- Oversee the academic and social effectiveness of the school
- Engage parents and the broader community in support of the school
- Ensure compliance with applicable legal requirements
- Approve the schools' mission and objectives
- Review and will maintain bylaws, and establish policies and plans consistent with the mission
- Be accountable for the financial well-being of the school, including capital assets, fund-raising, and endowments
- Maintain full and accurate records of its meetings, committees, and policies
- Work to ensure that all of its members are actively involved in the work of the board and its committees
- Develop itself through new trustee orientation, ongoing education, and leadership succession planning
- Assure compliance with applicable laws and regulations and minimizes exposure to legal action

The responsibilities of the Board officers are as follows:

Chair:

- Preside at all meetings of Board
- Sign acts necessary to carry out state requirements and the will of the Board
- Establish Board committees
- Call emergency meetings of the Board, as necessary
- Enforce parliamentary procedures
- Communicate Board policy to the management organization

Secretary

- Record and distribute Board meeting minutes
- Publicly advertise meetings, in accordance with state regulations
- Oversee, announce, and record all motions and voting results

Treasurer

- Oversee financial policy issues
- Consult with management organization on all financial matters
- Sign checks for board according to appropriate procedures

Finance Committee

- Monitor and report on the business operations of the school including reviewing financial reports and statements, providing primary contact with the auditing firm, reporting on the status of the school's financials to the full Board and the broader school community.
- Ensure compliance with key measures of accountability plan.

Parent and Community Involvement Committee

- Communicate school activities and issues of interest to the broader community.
- Engage parents and community members in dialogues around major decisions impacting the school and the community.
- Monitor and support school outreach, adult education, and GED programs for parents.

Personnel Committee

- Participate in selection and evaluation of principal.
- Support recruiting efforts for all staff positions (e.g., identify candidates, provide feedback and references).

It is understood that the Authorizer shall have the right of access to all charter school records to carry out their oversight responsibilities, and that the records of the charter school are subject to the California Public Records Act. Board members shall receive annual training on the Ralph M. Brown Act during the first three months of each school year.

The Charter Board will act as the fiscal agent of the school to the fullest extent of the law. The Charter Board will see to it that all provisions of charter school legislation will be followed. The Charter Board will monitor the school budget monthly. A state approved external auditor will be contracted with to assure standards of fiscal responsibility.

Principal Responsibilities

The Principal will be the leader of the school. The Principal will ensure that the curriculum is implemented in order to maximize student-learning experiences. The Principal will report directly to the Charter Board, and s/he is responsible for the orderly operation of the school and the supervision of all employees in the school.

The Principal is assigned to perform tasks directed from the Charter Board and is required to undertake some or all of the tasks detailed below. These tasks may include but are not limited to the following:

- Ensure the charter school enacts its mission;
- The execution and ongoing review of an academic plan that focuses on student learning;
- Supervise and evaluate teachers and staff;
- Communicate and report to the Charter Board;
- Oversee school finances with business manager to ensure financial stability;
- Serve or appoint a designee to serve on any committees of the School;

- Interview and recommend employee hiring, promotion, discipline, and/or dismissal;
- Ensure compliance with all applicable state and federal laws;
- Communicate with parents, recruit new families and students, and assure families of academic growth;
- Take responsible steps to secure full and regular attendance at school of the students enrolled in accordance with policies established by the Board of Directors;
- Complete and submit required documents as requested or required by the charter and/or the Charter Board and/or the District;
- Identify the staffing needs of the school and offer staff development as needed;
- Ensure that appropriate evaluation techniques are used for both students and staff;
- Establish and maintain a system to handle organizational tasks such as student records, teacher records, teacher credentialing information, contemporaneous attendance logs, purchasing, budgets, and timetables;
- Identify qualified substitute teachers as needed;
- Ensure the security of the school building;
- Promote the school in the community and uphold positive public relations;
- Encourage and support teachers in on-going professional development;
- Attend District Administrative meetings as necessary and stay in direct contact with the District regarding changes, progress, etc.;
- Develop the School annual performance report and SARC;
- Manage student discipline, as necessary participate in the suspension and expulsion process
- Participate in special education meetings as necessary

Parent Involvement

One goal of this school is that of empowering parents as educational partners. Parents should know that their voice and participation at the school influences the development of the total school and its components. Parents will have the opportunity to participate in a variety of meaningful ways at the school site and their presence on campus and assisting teachers in the classroom is most important.

In order to ensure significant parent involvement, the school will have a standing Parent Teacher Organization (“PTO”) that serves in an advisory capacity to the Charter Board and is open to all parents and staff. The PTO will advise the Charter Board through the elected parent member on the Charter Board. The PTO will advise the Charter Board and will make recommendations regarding the operations of the school, staff, teachers, and students. It will review and provide input on curriculum, facilities, safety, grants, technology, and community relations. The school will encourage a higher rate of parent participation (including parent conference attendance, parent meeting attendance, and parent volunteer presence) than similar schools in the district where such data is available.

Parents will be encouraged to become active in developing their child’s learning plan and the school’s curriculum, evaluation process, and other programs. A Parent Center will be established on campus to be used for parent education meetings, a resource center, and parent

organizing efforts for school improvement and community leadership. Outreach efforts include newsletters, Internet, and E-mail communications.

Notice will be given to the parents of the following:

- the times and dates of all parent meetings and all Board meetings for the year;
- special classroom and school-wide events to be held during the year;
- the process for time and labor donations to the school;
- the process for “phone tree/e-mail communication” for all classrooms;
- access to the school’s website; and
- the procedure for verifying parent participation at all school and school-related events to enable families to meet their annual hourly participation goals.

Site Council

The Charter School will have a Site Council of school parents and educators, representing both secondary and postsecondary educators. The Site Council will provide input to the Charter Board through the site principal on the operations of the school, staff, teachers, and students. It will review and provide input on policies and procedures for expulsions, curriculum, fundraising, and governance ideas for increasing performance. The Site Council will include the elected president of the parent association, a representative of the staff, the site principal, and such other persons as may be necessary to accomplish its tasks. The By Laws of the Site Council will be developed within the first semester.

ELEMENT 5: Qualifications for School Employees

Governing Law: "The qualifications to be met by individuals to be employed by the school."
Education Code Section 47605(b) (5) (E).

Qualifications of School Employees

Employees are reflective, to the extent possible, of the diversity of the community in gender and ethnicity. All parents, community members, and staff see themselves as teachers and role models. Because of their love for students, employees view themselves as dedicated staff members willing to work beyond their normal scope of hours and duties. They are committed to developing the social, civic, character, and academic development of each student. Employees are risk-takers with a passion for lifelong learning in a positive environment where they can be viewed as coaches and facilitators of learning.

All professional staff (administrators and teachers) will be required to have state certification appropriate to their positions, or meet the minimum requirements for licensure as defined by the state board of education. All staff will be asked to submit evidence during the application process. All school staff will be required to undergo a criminal background check and fingerprinting through the local police department prior to hiring. Starting salaries will be competitive with those used by the local district. However, salary raises will be provided based on the academic performance of students.

All personnel will have objectives, knowledge, skills, and motivation and share a common belief system herein described, which supports the mission and goals of the school.

Additional key staff and job descriptions are listed below:

Principal

Title: Principal
Reports to: Board of Trustees
Qualifications: Minimum, three years successful administrative experience; two years successful classroom teaching experience

Objectives:

- (a) Ensure at least 95% of students in the school achieve significant yearly improvement in academic performance
- (b) Complete the first year implementation of the educational program

Responsibilities:

- Ensure the implementation of the high standards and research-based curricula in all classrooms of the school
- Build an effort based school culture of high expectations for all students throughout the school community
- Select school staff with the knowledge, skills, and beliefs to ensure each student reaches high levels of academic achievement, in accordance with the standards and processes

- Evaluate or direct the evaluation of the performance of school staff in accordance with the processes and make decisions regarding the continuation or termination of the employment of school staff members
- Recommend a program of professional development for staff members designed to improve student achievement.
- Engage the active support of parents and community members in support of the education of the students in the school
- Lead a school-wide process of staff analysis of student assessment data to plan improvements in the educational program
- Administer the school policies determined by its Board of Trustees and the applicable local, state, and federal regulations
- Issue reports to the Board of Trustees and to any affiliated private entity on the progress of students in the school and on matters of school operations, as requested
- Direct the enforcement of the school policies and rules of student conduct, including decisions regarding the suspension or expulsion of students from the school

Knowledge and Skills:

- Experience implementing high academic standards and curricula in an educational setting, preferably in an urban setting
- Knowledge of flexible school scheduling, especially “continuous progress” systems which differentiate instruction for individual students, based on assessments of their academic skills
- Capacity to build a school culture which mobilizes the effort of students, staff and parents to achieve the mission of all students achieving at high levels
- Knowledge of effective practices motivating students to adhere to high standards of conduct
- Knowledge of urban student and their families, especially of those from the dominant cultural groups represented in the school’s student population
- Capacity to facilitate groups to plan and make decisions
- Capacity to build relationships which foster the development of staff
- Capacity to analyze data on student learning to identify needs for improvement in instruction
- Capacity to observe, evaluate and select effective teaching and teachers
- Skill in oral and written communications
- Ability to manage multiple tasks simultaneously while prioritizing projects and assignments
- Experience working under time pressure and maintaining a positive work environment

Beliefs and Attitudes: (All Personnel)

- Unshakable belief that student from under-resourced communities can reach the highest academic levels.
- Persistence and resourcefulness in overcoming obstacles to solve problems
- Acceptance of personal responsibility for the educational results of the school
- Flexibility/ A willingness to embrace change
- High personal ethical standards
- Comfort with smart, highly skilled, assertive staff members

- Sense of humor, can make work playful
- Lifetime interest in how people learn and on one's own personal development

High School Special Education Teacher

Title: High School Special Education Teacher
 Reports to: Principal
 Qualifications: Bachelors degree/certification as Special Ed. Teacher
 Minimum Requirements: Staff development skills

Special Education teachers need to comply with all Federal and State laws regarding students with disabilities.

Objectives: The significant improvement of the academic achievement of all students toward the school's standards. The principal and special education teacher will establish challenging goals or targets for improvement of individual and overall student academic performance. These goals will be a combination of absolute measures and measures of progress.

Responsibilities:

- Uses appropriate assessments to screen students in need of special education services and support.
- Plans and monitors implementation of individualized educational programs (IEP's) for students identified with special learning needs.
- Provides individualized and small group instruction according to student IEP's.
- Provides individualized and small group counseling on education and personal problems that relate to the student's growth and development.
- Conferences frequently with parents and staff members on each pupil's progress.
- Special Education Teachers will analyze data from assessments of student work in collaboration with their teams to determine which teaching strategies need to be expanded and which need to be replaced by more effective ones.
- Will perform other duties as assigned by the principal.

Knowledge and Skills:

- Experience implementing academic standards and curricula to special education students in an educational setting.
- Capacity to teach in a school, which mobilizes the effort of students to achieve the mission of all students achieving at high levels.
- Knowledge of effective classroom management practices motivating special education students to adhere to high standards of conduct.
- Capacity to analyze data on student learning to identify needs for improvement in instruction for the special education population.
- Skill in oral and written communications.
- Capacity to work as an effective team member by interpreting the abilities and disabilities of special education students to the entire staff.

High School Teacher

Title: High School Teacher
Reports to: Principal
Qualifications: State Certification or meet the minimum requirements for licensure as defined by the state board of education
All staff will be subject to background checks, conducted in a manner consistent with the law, prior to hiring.

Objective: The significant improvement in the academic achievement of all students toward the school's standards.

Responsibilities:

- All staff must meet and maintain the behavior established in the Charter School's Code of Ethics.
- Teachers are accountable for designing, implementing, and monitoring the learning experiences of each student and class.
- Teachers are expected to work collaboratively with each other, students, parents, and community partners and are also responsible for communicating regularly with parents.
- The principal and teachers will establish challenging goals or targets for improvement of individual and overall student academic performance. These goals will be a combination of absolute measures and measures of progress.
- Teachers will analyze data from assessments of student work in their teams to determine which teaching strategies need to be expanded and which need to be replaced by more effective ones.
- Other duties as assigned.

Knowledge and Skills:

- Experience implementing high academic standards and curricula in an educational setting.
- Capacity to teach in a school, which mobilizes the effort of students to achieve the mission of all students achieving at high levels.
- Knowledge of effective practices motivating students to adhere to high standards of conduct.
- Knowledge of urban student and their families, especially of those from the dominant cultural groups represented in the school's student population.
- Capacity to analyze data on student learning to identify needs for improvement in instruction.
- Skill in oral and written communications.
- Capacity to work as an effective team member.

Administrative Assistant

Title: Administrative Assistant
Reports to: Principal
Qualifications: Associated degree (A. A.) from two-year college; or one to two years' related experience and/or training; or equivalent combination of education and experience.

Responsibilities: Schedules appointments, gives information to callers, takes dictation, and otherwise relieves officials of clerical work and minor administrative and business detail by performing the following duties.

- Prepares and communicates reports.
- Reads and routes incoming mail. Locates and attaches appropriate file to correspondence to be answered by employer.
- Composes and types routine correspondence.
- Organizes and maintains file system, and files correspondence and other records.
- Answers and screens manager's telephone calls, and arranges conference calls.
- Coordinates manager's schedule and makes appointments.
- Greets scheduled visitors and conducts to appropriate area or person.
- Arranges and coordinates travel schedules and reservations.
- Conducts research, and compiles and types statistical reports.
- Coordinates and arranges meetings, prepares agendas, reserves and prepares facilities, and records and transcribes minutes of meetings.
- Makes copies of correspondence or other printed materials.
- Prepares outgoing mail and correspondence, including e-mail and faxes.
- Orders and maintains supplies, and arranges for equipment maintenance.

Knowledge and Skills:

- Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- Additionally the ability to write reports, business correspondence, and procedure manuals.
- The verbal skills to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.
- Will require the teacher to calculate figures and amounts such as discounts, interest, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Word processing, Spreadsheets, Internet software, E-mail

Teaching Assistant:

Title: Teaching Assistant

Reports to: Lead Teacher

Qualifications: Minimum requirements:

High School Diploma

Associates Degree (Preferred)

Written and oral communications skills

Ability to work closely with young student (both individually and in small groups)

Some proficiency with computer technology

Objectives: Assists, under the direction of the classroom teacher, in
Improving the academic achievement of all students and
helps students develop skills that are necessary to have successful school
experiences.

Responsibilities:

- Will be accountable for assisting in the implementing and monitoring of learning experiences of each student and class.
- Will work collaboratively with students, staff, parents, and community partners.
- Will support the emotional and social growth of young student by assisting them in developing caring interaction skills.
- Will learn and apply a variety of assessment mechanisms.
- Will work with a flexible schedule.
- Will infuse technology into instruction and assessment and participate in training needed to acquire the skills to carry out these functions.
- Will perform other duties and responsibilities as assigned.

Selection and appointment of the Charter School's staff members will be the exclusive prerogative of the Charter School. Those who work at the Charter School shall be selected, employed and released by Charter school, which will set the terms and conditions of employment.

The Charter School will not discriminate against any applicant on the basis of his/her race, creed, color, national origin, age, gender, *sexual orientation*, disability or any other basis prohibited by law. EdFutures Inc, at the conclusion of the process, shall act as the legal contract entity.

Compensation and Benefits

Personnel Policies

Before hiring employees, the Charter School shall develop personnel policies which will be reviewed by the Charter School's Board and the Charter School's legal counsel for compliance with applicable laws.

Health and Welfare Benefits

Charter school employees who were employed by a public school district in the year prior to joining the Charter School will be treated the same (i.e., be entitled to receive same coverage provided by the Charter School's insurance programs that they would have received had they continued their employment with their district) with regard to health and welfare benefits for the employee (medical insurance, dental insurance, and vision insurance, etc.) and the State Teacher Retirement System or Public Employees Retirement System.

Salary

Teachers and other employees will be placed on the Charter School salary schedule according to the responsibilities, which they assume. In the first year, employees who were employed by the District in the prior year will receive the same salary that they would have received had the District employed them in the year that the school opens. All other employees of the Charter

School will receive salary in the first year that will be competitive (within 20%) with the District scale and placement for a similar position. They will have equal access to benefit coverage as all other staff.

Revenues and expenditures will be reviewed annually, and a recommendation will be made through the principal after counsel with staff for cost of living adjustments and incentive pay to remain competitive with the District. Teachers may move up within each teacher level based on performance. Career paths will be developed for teachers.

Evaluation Procedure

The principal shall have the right to observe and evaluate staff using the school performance appraisal framework and system based on the “California Standards Of the Teaching Profession.” The purpose of the performance appraisal system is to promote greater accountability by leading to changes in professional practice that result in the continuous improvement of student achievement. The assessment will include, but need not be limited to:

- an analysis of student achievement based on student performance on standardized and other specific assessments;
- observations by the Principal in professional settings;
- accomplishment and growth consistent with core professional expectations as documented by the teacher in a professional performance improvement program;
- a self-assessment based on adherence to the vision and mission of the school; and
- community presence and involvement including frequency of parent contact.

ELEMENT 6: Health And Safety Procedures

Governing Law: “The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in section 44237.” Education Code Section 47605 (b) (5) (F)

Procedures to Ensure Health and Safety of Pupils and Staff

With the exception of the Field Act Standards, if non-district facilities are used, procedures to ensure the health and safety of staff and pupils will remain the same as those currently used by the District. These procedures shall include but not be limited to fire safety, earthquake safety, other emergency situations, immunizations and health screenings, administration of medications, child abuse reporting, fingerprinting, drugs and tobacco use and staff training on this issue, legal standards regarding drug testing, employee criminal background check, sexual harassment, discrimination, bias and derogatory inflammatory statements, etc. Applicable federal and state laws relative to health and safety will be followed. The school will be financially responsible for all costs of complying with health and safety matters and, should the District receive funding for such health and safety matters based on charter school students, this funding will be provided to the Charter School.

The Charter School shall comply with all provisions of Education Code 44237, including the requirements that as a condition of employment each new employee not possessing a valid California Teaching Credential must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. To be very clear, ALL employees, whether they possess a credential or not, will provide fingerprints and a criminal record summary. Teachers shall comply with the credential requirements of the Charter School Law, which became effective January 1, 1999 and subsequent amendments as they may apply to charter schools.

Records of student immunization shall be maintained, and staff shall honor the School District requirements for periodic TB tests. The Charter School will develop further health, safety, and risk management guidelines in consultation with its insurance carriers and risk management experts. The school building will be assessed for structural safety, using existing state, county, and city standards for independent and parochial schools.

The Charter School agrees to purchase premises liability insurance listing the School District as an additional insured. The Charter School agrees that upon registration, parents shall sign a hold-harmless agreement acknowledging their students are attending school in a facility that does not meet Field Act standards if non-District facilities are used.

Insurance and Safety Policy

The Charter School will purchase and maintain, as necessary, general liability, automotive liability, errors and omissions, property, workers’ compensation and unemployment insurance

policies through its own insurance program or through the District. If separate insurance is procured, it shall be equivalent to the District's program with respect to limits of coverage. At a minimum, and subject to this coverage being expanded to conform to District policy, petitioner will provide evidence of the following insurance coverage: Liability, Property, Crime, and Defense Costs for Injunctive Relief or Non Monetary Recourse Actions, Covered Party Retained Limit. Petitioner will also provide workers compensation, educators' liability, and will provide comparable property insurance if non-District sites are to be utilized by the Charter School.

Evidence of all insurance will be made available to the designee of the Superintendent. All insurance coverage secured by the petitioner will name the District as "also insured."

The Charter School will develop health, safety, and risk management guidelines in consultation with its insurance carriers and risk management experts and through those persons recommended by the District.

ELEMENT 7: Racial And Ethnic Balance

Governing Law: “The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.” Education Code Section 47605(b)(5)(G).

SUN VALLEY HOPE ACADEMY will make every effort to recruit students of various racial and ethnic groups so as to achieve a balance that is reflective of the general population residing within the boundaries of the SUN VALLEY HOPE ACADEMY. SUN VALLEY HOPE ACADEMY will be publicized on an on-going basis. School brochures outlining the school mission, goals, and enrollment information are available. Press releases will be distributed throughout the year to local and regional publications. Orientation meetings will be conducted on a regularly scheduled basis along with community presentations and others methods as required to assure racial and ethnic balance.

SUN VALLEY HOPE ACADEMY has devised a comprehensive outreach plan to increase the representation of ethnic diversity in our school.

Elements of this diversity plan include:

- SUN VALLEY HOPE ACADEMY registration packet is available in Spanish;
- The SUN VALLEY HOPE ACADEMY website includes a Spanish translation;
- All informational brochures are available in Spanish;
- SUN VALLEY HOPE ACADEMY will continue to post advertisements in libraries, boys & girls clubs, and churches in predominately ethnically diverse neighborhoods;
- Recruit staff members who are fluent in Spanish

We are confident these approaches, combined with SUN VALLEY HOPE ACADEMY improved media profile in the community, will result in an ethnically diverse student body.

Public School Choice Traveling Students

The District and SUN VALLEY HOPE ACADEMY are committed to providing all students with quality educational alternatives in compliance with all federal and state laws, including students who are enrolled in schools of the District identified by the California Department of Education as in need of Program Improvement. Public School Choice (“PSC”) placement with charter schools is an alternative strongly encouraged by the No Child Left behind Act of 2001(“NCLB”). SUN VALLEY HOPE ACADEMY agrees to discuss with the District the possibility of accepting for enrollment District students participating in the District’s PSC program. The parties agree to separately memorialize any agreed-to number of PSC placements of District students at the school.

As required under NCLB, all PSC students attending SUN VALLEY HOPE ACADEMY shall have the right to continue attending SUN VALLEY HOPE ACADEMY until the highest grade level of the charter. However, the obligation of the District to provide transportation for a PSC

student to SUN VALLEY HOPE ACADEMY shall end in the event the PSC student's resident District school exits Program Improvement status.

SUN VALLEY HOPE ACADEMY will ensure that all of its PSC students are treated in the same manner as other students attending the school. PSC students are and will be eligible for all applicable instructional and extra-curricular activities at the school. SUN VALLEY HOPE ACADEMY will make reasonable efforts to invite and encourage the participation of the parents of PSC students in the activities and meetings at the school.

Determination of student eligibility for this PSC option, including the grade level of eligibility, will be made solely by the District, based on the District's PSC process, guidelines, policies and the requirements of NCLB. In the event demand for places at SUN VALLEY HOPE ACADEMY under the PSC program increases in subsequent years, SUN VALLEY HOPE ACADEMY agrees to discuss with the District the possibility of increasing the number of PSC places available at the school.

Federal Compliance

To the extent that SUN VALLEY HOPE ACADEMY is a recipient of federal funds, including federal Title I, Part A funds, SUN VALLEY HOPE ACADEMY has agreed to meet all of the programmatic, fiscal and other regulatory requirements of the No Child Left Behind Act and other applicable federal grant programs. SUN VALLEY HOPE ACADEMY agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of the No Child Left Behind Act and other applicable federal programs, including, but not limited to, documentation related to required parental notifications, appropriate credentialing of teaching and paraprofessional staff, the implementation of Public School Choice and Supplemental Educational Services, where applicable, or any other mandated federal program requirement. The mandated requirements of NCLB include, but are not limited to, the following:

- Notify parents at the beginning of each school year of their "right to know" the professional qualifications of their child's classroom teacher including a timely notice to each individual parent that the parent's child has been assigned, or taught for four or more consecutive weeks by, a teacher who is not highly qualified.
- Develop jointly with, and distribute to, parents of participating children, a school-parent compact.
- Hold an annual Title I meeting for parents of participating Title I students.
- Develop jointly with, agree on with, and distribute to, parents of participating children a written parent involvement policy.

SUN VALLEY HOPE ACADEMY also understands that as part of its oversight of the school, the District may conduct program review of federal and state compliance issues.

ELEMENT 8: Admissions Requirements

Governing Law: Admission requirements, if applicable. – Education Code Section 47605(b) (5) (H)

Student Admission Policies and Procedures

Because the Charter School is a public school committed to equal opportunity, the school will be non-sectarian and employ no admissions exams or special admission requirements. Admission to the Charter School shall be open to all California residents on a non-discriminatory basis without regard to race, color, national origin, disability, creed, sex, sexual orientation, ethnicity, behavior, age, ancestry, and proficiency in English language or academic achievement. The Charter School is a school of choice. No student in the District can be compelled to attend any charter school, and the charter school will not direct any students to attend or parents to enroll student in the charter school. If more students apply than can be admitted, a lottery drawing will be held with first priority given to students who live in the District with first preference given to those who reside in the City of Sun Valley. Racial and economic diversity will drive our admissions criteria to assure a diverse student body.

Each potential applicant and parent will be provided an opportunity to sign an agreement showing their support for and commitment to the expectations of students and parents. These expectations will be provided to each parent and applicant.

Non-Discrimination

Maintaining a Racial and Ethnic Balance in the School

Pupils will be considered for admission without regard to ethnicity, race, disability, national origin or any other criterion identified at law as being applicable to charter schools. The school will strive to achieve, through its outreach practices, a racial and ethnic balance of students and staff, which reflects the entire school district, and the racial and ethnic balance at the neighboring District schools. The school clearly understands that federal and state law, as well as District policy, preclude race as a factor to be used in the enrollment/admissions process.

Targeted marketing will include print and electronic media, community and regional outreach through flyers, direct presence at service group meetings within and outside the community and direct mail, where appropriate. The school shall comply with all applicable court orders relative to the enrollment process where such orders are now, or may in the future, be in place. Upon charter approval, the school will prepare for the District a record of outreach contacts including a list of groups and organizations.

Public School Attendance Alternatives

Attendance Options for Students Who Choose Not Attend the Charter School

As per state law, no governing board of a school district shall require any pupil enrolled in a school district to attend a charter school. Transportation is parental responsibility for families who choose to attend the Charter School; with the exception of students, whose IEP may mandate district-provided transportation.

ELEMENT 9: Audit Of Financial And Programmatic Operations

Governing Law: “The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.” – Education Code Section 47605(b) (5) (I)

Budgets

See Tab 6E

Financial Reporting

Indemnification: EdFutures shall full responsibility for the organization and operation of the Charter School consistent with review responsibility for the organization and operation of the Charter School consistent with review responsibilities identified above through the Charter School Board. The Charter School shall operate and be organized inconformity with this agreement, as well as with state and federal law. The parties recognize that petitioner and the District are separate legal entities. In respect to its operation under this agreement, petitioner shall, to the fullest extent permitted by law, hold harmless, indemnify and defend the District, its officers, directors and employees from and against any and all claims, demands, actions, suits, losses, liability expenses and costs, including without limitation reasonable attorney’s fees and costs arising out of injury to any person, including death or damage to any property caused by, connected with, or attributable to the willful misconduct, negligent acts, errors or omission of petitioner or its officers, employees, agents or consultants under this agreement, excepting only those claims, demands, actions, suits, losses, liability, expenses, and costs caused by the sole negligence of the District, its officers, directors or employees.

Fiscal

The Charter School will receive funding in accordance with the Charter School Block Grant per AB 1115 (Chapter 78 – Statutes of 1999). It is the intent of the Charter School and the District to develop mutually agreeable memoranda of understanding (Business Plan) that would solidify the school’s revenue and specify the process by which specific categorical programs which are excluded from the Block Grant would be applied for. This would encompass, among other things, the following understandings:

- implement the fiscal regulations approved by the State Board of Education pursuant to the requirements of A.B. 544;
- Enable the Charter School and the District to jointly and cooperatively address the needs of special needs students and share in the costs and revenues associated with serving such students by paying for services through the District;
- Compensate the district for the value of any direct services requested by the Charter School and provided, at their discretion, by the District (understanding that the District will provide the Charter School with a cost estimate for services requested and approved by the District); and
- address funds transfer and fiscal overview procedures.

In addition to the revenue sources specified in the Charter School Block Grant per AB 1115 (Chapter 78 – Statutes of 1999), the District will distribute other revenue sources that the District may share with the school, to the extent that the Charter School students and programs generate funding payments. These other revenue sources can include, but are not limited to the following sources and programs: the California State Lottery; State summer school funding; categorical block grants; charter school funding from the California Department of Education; the federal government, or other sources; any other available or mutually agreeable sources and funding for programs.

Any liability or debt incurred by Sun Valley Hope Academy will be the responsibility of the Sun Valley Hope Academy and not LAUSD. Sun Valley Hope Academy understands and acknowledges that it will cover the outstanding debts or liabilities of the school. Should the school default, any unused monies at the time of the final audit will be returned to the appropriate funding source. Sun Valley Hope Academy understands and acknowledges that only unrestricted funds will be used to pay creditors.

Court-ordered Integration

The Charter School shall comply with all requirements of the Crawford v. Board of Education, City of Los Angeles court order and the LAUSD Integration Policy adopted and maintained pursuant to the Crawford court order, by the Office of Student Integration Services (collectively the “Court-ordered Integration Program”). The Court-ordered Integration Program applies to all schools within or chartered through LAUSD. The School will provide a written plan in the charter petition and upon further request by the District outlining how it would achieve and maintain the LAUSD’s ethnic goal of 70:30 or 30:70 ratio.

The District receives neither average daily attendance allocations nor Court-ordered Integration Program cost reimbursements for charter school students. Instead, the District now receives the Targeted Instruction Improvement Grant (TIIG) for its Court-ordered Integration Program. The District retains sole discretion over the allocation of TIIG funding, where available, and cannot guarantee the availability of this Funding.

ELEMENT 10: Suspension And Expulsion

Governing Law: “The procedures by which pupils can be suspended or expelled.” – Education Code Section 47605(b)(5)(J)

Suspension/Expulsion Procedures

Students have a right to an education and to the equality of educational opportunity; therefore, disciplinary measures that deprive him/her of this right should only be used in extreme cases. Disciplinary actions of administrators and teachers should be fair and consistent in all cases and resorted to only when the student, by his/her conduct, reveals his/her inability to recognize the rights of others.

The criteria for suspension and expulsion of students at the Charter School will be consistent with the state and federal laws. Petitioner will adhere to the specific procedures and explanations identified in the District procedures consistent with the Education Code. At the direction of the District staff, specific requirements for existing District policies and procedures will be viewed as the controlling legal documents.

Consistent with the efforts to share the governance of the school, specific suspension and expulsion procedures that comply with the constitutional standards of due process will be reviewed by the school community at the beginning of each school year. This process will provide parents and students the opportunity to exercise such leadership skills as problem solving, negotiation, shared decision making and conflict resolution, as well as fostering a sense of personal and community responsibility.

The Charter School will provide students due process hearings in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality, and access to records. Student rights to an education during suspension will be addressed in compliance with the documents referenced above and in conformance with the Education Code.

This process will provide parents and students with an opportunity to exercise such leadership skills as problem-solving, negotiation, shared decision-making, and conflict resolution, as well as fostering a sense of personal and community responsibility. The model for positive discipline shall be based on “Assertive Discipline” (Lee Kantor, et al).

The bottom-line purpose of the suspension and expulsion procedures will be to ensure a safe and effective learning environment. Successful procedures will be provided for due process, be specific and concrete and be supported by the school community.

While suspension and expulsion are to be regarded as a last resort, the following represents some of the suggested grounds for such action:

1. The threat, causation, or attempted causation of physical injury to another person;
2. Possession of a weapon (e.g., firearms, knives, and explosives) as grounds for immediate expulsion;

3. Unlawful possession, use, sale, offer, or being under the influence of any controlled substance, alcoholic beverage, or intoxicant;
4. Robbery or attempted robbery of another person's property or school property;
5. Significant damage or attempt to damage school property;
6. An obscene or offensive act or habitual profanity/vulgarity;
7. Persistent failure to respond to correction, especially as to respect for staff, respect for others (consistent with the State Education Code prohibition against harassment), or persistent and repeated failure to follow student rules.

The Charter School shall identify as the complete grounds for action those offenses listed in the Education Code 48900 et seq., and any amendments, including specified offenses involving sexual harassment (specifically to include language paralleling the Grant Joint Union High School District as a template model taken from Administrative Regulation 5145.7(a) Student BP5145.7 (a), AR 5145.7(a)), hate crimes and terrorist threats.

Prior to suspending a student for a period of ten days or less, if circumstances permit, the student and his/her parents shall be given a written statement of the reasons for suspension. The students and his/her parents shall also be given an opportunity to meet with the school Principal to present any evidence as to why suspension should not be imposed. If circumstances require an immediate suspension, oral contact with the parent shall be made followed by written notice within three days of the suspension.

Notice shall be provided to the parent in all cases of suspension, irrespective of the number of days that the student may be suspended for.

If a student is to be suspended for more than ten days, or if an expulsion is recommended, the following procedures apply. The student must be given written notice of the proposed long-term suspension or expulsion and of the reasons therefore. If the student or his/her parents contest the proposed disciplinary action, a hearing shall be held before the Charter Site Council to determine whether cause exists for the disciplinary action. The student shall have the right to be represented by counsel at the hearing before the Charter Site Council, to present evidence on his/her own behalf, and to confront and cross-examine adverse witnesses. The written notice to the student of the proposed disciplinary action must advise the student of the above-listed rights, and must specify the date, time and place of the disciplinary hearing. The disciplinary hearing shall be held within thirty days from the date the student was originally suspended. The decision of the Charter Site Council shall be final.

Rights of return to the Charter School following expulsion shall be the same as rights of return for expelled students in any other District non-charter school.

For students who have an IEP and may be subject to suspension/expulsion, all federal rights and guarantees involving due process shall apply, including a determination as to whether the preexisting disability/condition was the cause of the action(s) which would give rise to the disciplinary action.

The focus of the Charter School is on learning. The staff of the Charter School will design and implement a comprehensive school wide learning environment initiative.

Prior to enrollment, parents will be provided an opportunity to sign and agree to a statement of parental commitment to attend parent meetings and conferences, deepen their knowledge of the school's curriculum and philosophy, and to support the work of the school in the home. It is not the intent of petitioner to deny access to the education offered at the Charter School, while at the same time understanding that the school's mission and vision ought to be shared and understood by each student and their family.

In securing a parental family commitment as a part of the enrollment process, the Charter School will act sensitively and be flexible with regard to its parental involvement policy. If a parent cannot fulfill his/her expectations to the school, than a relative or community resource person will be asked to volunteer. All parental expectations will be discussed at the beginning of each year by the entire school community and throughout the year by the Parent's Association.

Rehabilitation Plans

Pupils who are expelled from Sun Valley Hope Academy will be offered a rehabilitation plan. The plan will be developed by the Sun Valley Hope Academy principal in consultation with both the student and family whenever possible. The plan may include, but is not limited to, periodic review of the students academic and behavioral progress post expulsion as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to Sun Valley Hope Academy. The overall disciplinary record of the student and the nature of the offense shall be considered when determining the length of the expulsion and the consequent date for readmission eligibility.

ELEMENT 11: Employee Retirement Plan

Governing Law: “The manner by which staff members of the charter school will be covered by the State Teachers’ Retirement System, the Public Employees’ Retirement System or federal social security.” Education Code Section 47605(b)(5)(K)

STRS and PERS Contribution

To the extent allowed by law, employees of the Charter School shall be able to participate in any and all teacher and employee retirement funds that they would be eligible if they were teaching in a non-charter public school.

Certified, classified and other staff members of the Charter School shall retain all previously vested rights in their respective retirement systems, including, but not limited to STRS, PERS, and the Social Security System. The Charter School will make such application for STRS/PERS as may be necessary and will, from its budget, honor any obligation under those programs to match the employee contribution.

Faculty and staff of the Charter School will participate in the federal Social Security system and will have access to other school-sponsored retirement plans. The Charter School will allow eligible district school faculty and staff who transfer from a public school district to participate in the State Teachers Retirement Systems (STRS) or the Public Employee Retirement System (PERS), make contributions to the State Teachers Retirement Systems (STRS) or the Public Employee Retirement Systems (PERS) (for eligible faculty and staff who have transferred from public school districts).

Employee Representation

The charter school shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employee Relations Act (EERA). [Ref. Education Code §47605(b)(5)(O)

Right to Accrue Permanent Status (tenure)

Where permitted by a local public school district contract and state law, appropriately certified teachers who are working in the Charter School have the right to accrue permanent status in the District that they left on the same schedule and through the District process for securing tenure. This shall apply only to teachers who were employed by the District in a non-charter school assignment immediately prior to their assignment to the Charter School.

Layoff/Dismissal Rights

In situations where discipline of an employee becomes an issue, the Charter School will pursue progressive communication and action (including, but not necessarily limited to being given a reasonable opportunity to improve performance, suspension with or without pay, or termination of employment, if necessary).

Work Year/Day

During the first full charter school year, the school will be 181 days. Staff will be compensated for any additional days beyond the minimum required by law on a per day reimbursement basis calculated on the contract.

Membership in the Local Teachers Association

Teachers originally employed by a local public school district who elect to work at the Charter School may retain their membership in the local teachers association, if they wish, but will not be required to do so as condition for hiring at the Charter School. Such membership, however, shall not make the teachers collective bargaining contract applicable to employment at the Charter School, as the employees are employees of the Charter School and not the District for purposes of AB 631.

Rights of School District Employees.

[Ref. California Education Code §47605(b)(5)(M) and Criteria for Review; CCR-5, §11967.5.1(f)(13)]

Employee Rights When Working in the Charter School and Right to Return to the School District After Employment at a Charter School

The Charter School will hire all school staff. For staff employed by a public school district in the prior year, they shall (as in the case of all other employees) be selected, employed and released by the Charter School which shall set the terms and conditions of employment.

The process for hiring the Principal shall include a review by the Founders Group or Charter Board. The Charter School staff will be given annual contracts and will be considered employees of the Charter School.

No public school district employee shall be required to work at the Charter School. Any employee who so desires shall be considered for employment through an open application process, and, if hired, shall enter into a contractual agreement with the Charter School, which shall have the authority to hire and terminate the position, in accordance with the agreement executed between the Charter School and the employee.

It is the intention of petitioner, whenever possible, that the public school district employees who are offered employment and who choose to work at the Charter School will be given unpaid charter school leave from their district with return rights for the duration of the initially approved charter. Return rights would be offered with neither loss nor gain of status or seniority with the prior district, at the salary and benefit rate in current use by the School District for employees in the same classification who remained in the School District. It is understood by petitioner that charter leaves are granted on an annual basis for the full year and that return rights and placement are determined by the District and are not guaranteed during the school year even if the Charter School should cease operation.

Per this petition, charter school staff previously employed by a public school district will have the same rights as district staff with regard to applying for transfers back into another district school. To the extent permitted by district policy, years of service in the Charter School will be

counted in the same manner that they currently have been recognized if they transfer to another district school.

With regard to AB 631, in the event that there is a dispute about the requirements to implement the school design, the final decision shall rest with EdFutures through the School Board and the requirements of the program shall prevail. Charter school staff that are hired but were not part of a public school district in the preceding year shall be considered as “at will” employees with no right of return to the School District.

ELEMENT 12: Attendance Options For Students

Governing Law: “The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools”. – Education Code Section 47605(b)(5)(L)

No student will not be required to attend the Charter School. Students who reside within the District who choose not to attend the Charter School may attend school within the District according to District policy or at another school district or school within the District through the District’s intra and inter-district policies. Parents and guardians of each student enrolled in the charter school will be informed on admissions forms that the students have no right to admission in a particular school of an local education agency as a consequence of enrollment in the charter school, except to the extent that such a right is extended by the local education agency.

ELEMENT 13: School District Employee Return Rights

Governing Law: “Description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school and of any rights of return to the school district after employment at a charter school.” Education Code Section 47605 (b)(5)(M)

Job applicants for positions at SUN VALLEY HOPE ACADEMY will be considered through an open process, and if hired, will enter into a contractual agreement with SUN VALLEY HOPE ACADEMY.

Any district union employee who is offered employment and chooses to work at SUN VALLEY HOPE ACADEMY is not covered by his or her respective collective bargaining unit agreement during the period of leave from the sponsoring district.

All provisions pertaining to leave and return rights for District union employees will be in granted to certificated and classified employees in accordance with current collective bargaining agreements.

Former District employees must consult with the District to determine their eligibility for leave. Certificated leave from the District may be up to one year. Classified leave from the District may be for one year, which may be extended for up to the term of the original petition.

ELEMENT 14: Dispute Resolution Procedure

Governing Law: “The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to the provisions of the charter.” – Education Code Section 47605(b)(5)(N)

Dispute Resolution Procedures

Related to the above, California Education Code Section 47650 (b) (14) requires that a charter designate the procedures to be followed by the charters school and the “entity” creating the charter in the event of a dispute relating to the provisions of the charter. In the case of the Charter School Petition, the entity creating the charter shall be the District.

The Charter School shall be governed by the Charter Board, as set out in Element Four of this charter application. EdFutures is responsible to the charter school board for the operation of the school in accordance with the provisions of the charter.

In the event of a dispute concerning whether the Charter School is meeting the goals and objectives of the charter, the School District or the Charter Board shall provide written notice to the other of the nature of the dispute and the facts which the party believes supports the failure to comply. This notice shall be provided in a timely fashion and must follow an informal attempt at resolution between the parties. In an emergency, where oral notice precedes written notice, the oral notice shall be immediately followed by written notice.

After the receipt of the notice, the Superintendent or designee and a representative of the Charter Board shall meet to try and resolve the dispute. If a resolution is reached, a written description of that resolution shall be drafted and signed and preserved as guidance for future action. If no resolution is reached, the matter shall be submitted to a third party (in a non-binding mediation process) experienced in conflict resolution and educational issues. Within thirty calendar days or otherwise mutually agreed, the parties shall meet to resolve the dispute. Any agreements reached shall be written and preserved as set out above. This shall be done at no cost to the District. Nothing within this section shall constrain the District from making a final decision. Nothing within this section shall constrain petitioner from legal action in the event that petitioner disagrees with the District’s final decision.

With respect to dispute resolution for parties other than the school district, please refer to the following language.

In the event of a dispute between the Charter School and a parent or community member, informal resolution of the dispute shall include review by the local administration after an attempt at informal resolution has been made with the opposing party. All charges made by a parent or community member shall be made in writing and submitted to the charter school. All charged parties shall receive a copy of the charge and have a reasonable amount of time to respond to the charge. For internal disputes, the Charter School operates on the premise that the members of the school community can resolve issues of dispute in a fair and cooperative manner without resort to external intervention. For parents, teachers, students, administration, volunteers, support staff and community members, the process would include, but not necessarily be limited

to one-on-one direct discussions between disputing parties, peer conflict management, and the use of mutually agreeable third party mediators (non-binding mediation process). All charges shall be made in writing and all charged parties shall receive a copy of the charge and have a reasonable amount of time to respond to the charge. If the dispute were not resolved, the parties would take the matter to the Charter Board. All members of the school community agree to attempt to resolve disputes by this process, and shall refrain from public commentary regarding any disputes. All efforts will be made to resolve dispute issues amicably.

A claim by an employee that a term of employment at the Charter School has been misinterpreted, misapplied, or violated with respect to that employee shall be resolved through the following process set forth below. The term “claim” below shall have the meaning specified in this paragraph.

Stage 1 – The Principal-Immediate Supervisor

A claim by an employee must be presented in writing to the school principal within twenty-one calendar days of the event or condition giving rise to the claim. The school principal shall meet with the claimant to try to resolve the claim. If the claim is not resolved within ten calendar days from the date the claim is presented to the school Principal, the claimant may present the claim to the EdFutures Regional Operations Manager. All claims to this person must be submitted in writing within four calendar days after the ten-day resolution period with the school Principal.

Stage 2 – EdFutures Regional Operations Manager

Within fourteen days of receipt of the claim, the EDF Operations Manager or designees, will investigate the claim, and if necessary, meet with the claimant and any other persons necessary for resolution of the claim. Within twenty-one days after receipt of the claim, a written decision shall be rendered.

Dispute Resolution Process – Direct Resolution

The Authorizer, may choose to resolve a dispute directly instead of pursuing the dispute resolution process outlined below, provided that if the Authorizer intends to resolve a dispute directly, it must first hold a public hearing to consider arguments for and against the direct resolution of the dispute.

Dispute Resolution Process –Alternate Resolution

- (a) California Education Code Section 47605(b)(5)(N) requires that a charter designate the procedures to be followed by the charter school and the "entity" creating the charter in the event of a dispute relating to the provisions of the charter. In the case of SUN VALLEY HOPE ACADEMY petition, the entity creating the charter shall be the Authorizer.
- (b) SUN VALLEY HOPE ACADEMY shall be governed by the charter board, as set out in Element Four of this charter application, which is responsible for the governance and operation of the school in accordance with the provisions of the charter.

- (c) In the event of a dispute concerning the terms of the charter, the Authorizer shall provide written notice to the other of the nature of the dispute and the facts that the party believes supports the failure to comply. This notice shall be provided within 15 calendar days of when the party either knew or should have known of the possible dispute unless there are extenuating circumstances. In an emergency, where oral notice precedes written notice, the oral notice shall be immediately followed by written notice.
- (d) After the receipt of the notice, the Authorizer designee and a representative of SUN VALLEY HOPE ACADEMY board shall meet to try and resolve the dispute. If a resolution is reached, a written description of that resolution shall be drafted, signed, and preserved as guidance for future action.
- (e) If no resolution is reached, the matter shall be submitted to a mediator experienced in conflict resolution and educational issues. The first opportunity for striking the choice of mediator shall be determined by lot. The parties shall alternately strike until one name remains. Within 10 calendar days of appointment or otherwise mutually agreed the parties shall meet to attempt to resolve the dispute. Any agreements reached shall be written and preserved as set out in paragraph (d) above.
- (f) If no resolution is reached in mediation, each party shall have been deemed to have exhausted its responsibilities under this charter and shall the right to pursue any remedy available under law.

ELEMENT 15: Labor Relations/Employment

Governing Law: “A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for purposes of the Educational Employment Relations Act.” – Education Code Section 47605(b) (5) (O)

All employees of the charter school shall be employees of the charter school and not employees of the District, County, or State Board of Education for purposes of the Education Employment Relations Act.

ELEMENT 16: School Closure

Governing Law: “A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.” – Education Code Section 47605(b)(5)(P)

All goods and materials purchased by SUN VALLEY HOPE ACADEMY with funds provided by SUN VALLEY HOPE ACADEMY will be owned by SUN VALLEY HOPE ACADEMY's not-for-profit organization and shall remain so notwithstanding any withdrawal of charter status by the State Board of Education. Any materials and property donated or loaned to SUN VALLEY HOPE ACADEMY will be properly inventoried and returned to the owner on withdrawal of charter status. All public property used by the charter shall be protected by insurance satisfactory to the State Board of Education.

Should closure occur, SUN VALLEY HOPE ACADEMY closure-related activities will be conducted by the Principal. The Principal will notify the parents/guardians of pupils, the State Board of Education, the California Department of Education, the Los Angeles County Office of Education, the SELPA, the Public Employees' Retirement System, State Teachers' Retirement System, and federal social security. Such notification shall be by mail and will include the effective date of closure and will state that all reasonable inquiries be made to the Principal regarding closure. The notification will also include the pupils' school district of residence, for most of whom it will be Los Angeles Unified School District and a list of pupils in each grade level and the classes that they have completed. The notification will also state that parents and guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements from Los Angeles Unified School District. Student records will be transferred for storage and forwarding/distribution to the Local Education Agency in which the school resides if the local LEA permits such a transfer. In the alternative, records will be stored at the County Office of Education.

Transfer of all pupil records, all state assessments results, and any special education records will be by the Principal. Maintenance of all pupil records will be by the Los Angeles Unified School District except for records and/or assessment results that the charter may require to be transferred to a different entity.

Transfer and maintenance of personnel records to the Los Angeles County Office of Education will be in accordance with applicable law.

A final independent audit shall be conducted and concluded within six months of school closure that may function as the annual audit, with the audit report being forwarded to the County Office of Education, the California Department of Education, and the State Board of Education. The audit report will include at least the following: an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff

compensation, and an assessment of the disposition of any restricted funds received by or due to the charter school.

On closure of the School, all assets of the School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the School, remain the sole property of the Charter School and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation to a non-profit public benefit corporation or governmental agency. SUN VALLEY HOPE ACADEMY will dispose of any net assets remaining after all liabilities of the charter school have been paid or otherwise addressed, including, but not limited to, the following: the return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, and the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

As the School is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of the School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies. SUN VALLEY HOPE ACADEMY further agrees upon closure to complete and file any annual reports required pursuant to Education Code section 47604.33.

SUN VALLEY HOPE ACADEMY will utilize its reserve fund to ensure an adequate amount of funding to cover all costs incurred from the aforementioned closure procedures.

Term and Renewal of Charter

The term of this charter shall be five years from the date of Authorizer approval.

This charter may be revoked as provided by law. Before revoking the charter, the Authorizer shall comply with Education Code Section 47607 and any applicable implementing regulations.

The Authorizer must approve material revisions made to the charter pursuant to Education Code Section 47607. However, all proposed revisions to the charter must be presented to the Authorizer for a determination as to whether or not the proposed revision is a material revision that must be approved by the State Board of Education.

A request by SUN VALLEY HOPE ACADEMY for renewal of the school's charter shall be presented no later than February of the school's last year of operation in the then current term.

Administrative Services

It is the intent of petitioner to negotiate with the District regarding an array of interrelationships, including, but not limited to the provision of goods, services, and special education. The Charter School may contract with the District for goods or services, which the District, at its discretion,

may choose to make available. Such contracts, however, shall not be construed to negate the operational independence of the Charter School from the District. These services may include:

- accounting, payroll and fiscal support services
- student information, assessment and other data processing services
- facilities maintenance, utilities and grounds keeping
- services related to exceptional needs or language minority students
- transportation services as needed
- insurance services, but not legal counsel or legal services
- certain purchasing, delivery and warehousing services
- any categorical program management or grant development or compliance services deemed necessary for the quality of the school program
- special education services at the school site or sites maintained by the District, SELPA, or other appropriate provider

Facilities

The Charter School shall locate its facilities within the District. It is the intention of petitioner to make use of current District facilities and space should these not be occupied for instructional purposes by the District due to school closures or vacancy. In the alternative, non-District space will be used on a phase-in basis. If phased plans are necessary, the Charter School will likely make use of several types of facilities during the course of the development. For example, rental of existing space, lease of bare land with installation of temporary buildings, and purchase of a permanent site and construction of permanent school buildings. The District shall have no legal obligation to assist, financially, the Charter School during the development of various sites. However, they shall cooperate in the legal process of future site acquisition (if necessary) by adopting those resolutions (e.g., District verification that the Charter School has been approved by the District), which may be required to obtain a suitable site, if such cooperation is necessary. No legal liability shall extend to the District nor shall financial assistance be required at any time. The Charter School shall reimburse the District for any reasonable costs (e.g., staff time in excess of the 1% administrative oversight charge that the District is entitled to under the law) it should incur as a result of this cooperation. The Charter School will, at its own expense, be responsible for obtaining appropriate copies of permits from the local jurisdiction (such as the City or County) including building permits, occupancy permits, fire/life safety inspections, and Conditional Use Permits, as required to ensure a safe environment for staff and students.

Should charter petitioner lease space in a facility owned or operated by a religious entity, the Charter School shall ensure compliance with all applicable provisions of state and federal law regarding its legal commitment to conduct all facets of its program in a nonsectarian manner. This shall include but not be limited to legal prohibitions related to religious symbols, appropriate signage regarding the use of the leased premises as a public charter school, appropriate compliance with the offering of course materials and teaching standards that conform to the California State Framework and Content areas, and administrative oversight activities designed to ensure such legal compliance.

Transportation

The charter school will not offer transportation.

Accountability and Annual Audit

The District and Board will review the fiscal integrity of the Charter School in order to satisfy itself that sound financial procedures are being followed. The Charter school will adhere to Assembly bill (AB) 1994, effective January 1, 2003.

The District shall inspect documents on file at the Charter School which shall verify that all teachers at the school hold a certificate, permit or other document equivalent to that which teachers in other public schools would be required to hold.

The District shall charge, and the Charter School shall pay the District, for the actual costs of monitoring and supervision not to exceed 1% of the revenue of the Charter School except as otherwise provided by law, nor 3% of the revenue should the District permit the Charter School to utilize District facilities or space for instructional purposes.

Closure Protocol

All goods and materials purchased by the Charter School will be owned by the Charter School's sponsor not-for-profit organization and shall remain so notwithstanding any withdrawal of charter status by the District and the Board. Should the Charter School sponsor not-for-profit organization disband all of its property and assets will be liquidated according to state law governing Public Benefit Corporations. District materials and property donated or loaned to the Charter School will be properly inventoried and returned to the District on withdraw of charter status. Assets purchased with public funds belong to the District. All District property used by the charter shall be protected by insurance satisfactory to the District.

The Charter School will contract for accounting, budgeting, payroll, and independent audit services with the District, or a commercial firm.

Budget (Tab 6E)

School Management Contract (pg. 59)

IMPACT ON THE CHARTER AUTHORIZOR**Intent**

This statement is intended to fulfill the terms of Education Code 47605 (g) and provides information regarding the proposed operation and potential effects of the charter school on the District. This communication is intended for informational purposes only and to assist the District in understanding how the proposed school may affect the District. This is an informational document, does not constitute a legally binding contract or agreement, is not intended to govern the relationship of the school and the District, and is not a part of the charter of the charter school or any related agreements or memoranda of understanding.

Administrative Services

The charter school seeks approval from the District under the auspices of E.S.R. Leadership Inc., a nonprofit, licensed to operate in the State of California. The school principal will enjoy lead

responsibility for administering the school's policies and programs as an employee of E.S.R. The school, through E.S.R, anticipates that it will provide or procure most of its administrative services, including financial management, personnel, and instructional program development consistent with the California State Framework and Content Standards. Where possible, and at a mutually agreed upon competitive cost per student, the school does anticipate purchasing services from the District. Such services may include personnel review for credential and criminal clearance purposes, payroll, special education as noted in the charter as petitioner intends to purchase IEP-mandated services from the District where possible, insurance, and food services. The specific terms and costs for these services, and any others that the District may wish to offer, shall be the subject of an annual Memorandum of Understanding. Petitioner understands that current law mandates that the District provide oversight and performance monitoring services, including monitoring school and student performance data, financial statements and audit reports, enrollment verification, performing annual site visits, engaging in the Dispute Resolution Process and considering charter amendment and renewal requests. In consideration of these oversight obligations, petitioner has identified a percentage in the budget that has been identified at law to compensate for such oversight services.

Facilities

The charter school plans to locate in leased facilities. Petitioner believes that the facilities impact on the District will be minimal in that site inspection would focus on this being a facility built to existing municipal and other codes. The specific terms of the school's use of these facilities will be governed by the terms of the charter and a signed lease or leases (if additional sites are necessary).

Civil Liability

Education Code Section 47604 (c) provides that "an authority that grants a charter to a charter school to be operated by, or as, a nonprofit public benefit corporation shall not be liable for the debts or obligations of the charter school." As an independent corporate entity, the petitioners anticipate that the civil liability effects of the operations of the charter school on the District will be minimal. The charter document states that the District shall be properly indemnified against civil liability claims arising from the school's actions and operations. Petitioner understands that this indemnification exists to the extent that the District is willing to indemnify the school from claims arising out of the District's actions and operations and that, where possible, appropriate insurance is available on reasonable terms. We seek to reassure the District by this communication that the level of risk exposure to the District is minimal. The governance team shall be properly indemnified and the school intends to secure, as noted in the charter, appropriate insurance coverage to protect the school's assets, staff, etc.

We invite your attention as well to the financial information and the budget included with the charter and note that sufficient funds are available. The charter school further indemnifies its commitment to hold the District harmless from financial obligation in the event of an unbalanced budget, assuming that legislatively guaranteed income sources arrive, per the law, for the charter schools' use in conformance with the budget.

We look forward to establishing an appropriate Memorandum of Understanding with the District subsequent to charter approval to legally establish the specifics of our mutual relationship.

Further, we do not anticipate that the enrollment of students will cause disruption of District enrollment and staffing planning, considering the relatively low enrollment numbers anticipated to affect the budget model that is included with the charter.

EdFutures Information and Management Contract

EdFutures

Executive Summary

The results of a poor education are manifested in lost generations, a dysfunctional and destructive society and a lost opportunity to maintain leadership in a global economy.

COMPANY HISTORY AND PURPOSE

EdFutures is a for-profit education management organization (EMO) that was founded by Eugene S. Ruffin, former founder, President and CEO of School Futures Research Foundation and American Education Reform, non-profit organizations.

In 1994 Mr. Ruffin co-founded School Futures Research Foundation with John Walton. Mr. Ruffin served as Board Trustee and CEO of School Futures Research Foundation and American Education Reform. With the support of John Walton and the Walton Family Foundation, these organizations developed extensive research and analysis on the status of public education while supporting reform legislation. The research included a Rand Corporation study on public education finance, studies on education reform, which included tax credits, vouchers and charters.

The conclusions of the above research strongly concluded that public education needs a catalyst to change and that catalyst is an informed, resourceful, customer base with competitive choices.

As one of the final steps in determining a strategy to increase productivity in public education, School Futures Research Foundation in 1995 began developing and operating charter schools in low performing public school communities. After supporting the development of over 60 schools nationally, operating 12, and producing successful fiscal and academic models, Eugene S. Ruffin founded EdFutures in 2001.

EDFUTURES

EdFutures develops and operates public charter schools that serve K – 12th grade students from low performing public school communities throughout the United States. EdFutures builds math, science and technology-focused charter schools that prepare students for college and/or work.

EdFutures began operating charter schools in the fall of 2002. EdFutures schools are located in Georgia and Florida. From 2005 EdFutures operate schools in California, Nevada, Louisiana, Arizona and Florida.

PHILOSOPHY

We feel strongly that those who have the responsibility should be given the tools necessary to succeed and held accountable. We believe that success depends on the success, motivation, capability, character, and integrity of the people within our organization, as well as those we partner with. The organizational philosophy and strategy places the decision responsibility, accountability, and capability closest to the customer.

VISION

A globally competitive academic foundation for all children cost-effectively

- An open, performance oriented, dynamic education system that invites change and a continual learning process in a fast paced society.
- A problem-solving process that includes cooperation and collaboration.
- A system that captures the best of our young people as they ponder future careers.

MISSION

Provide replicable K-12 models of performance excellence, primarily in underserved, low performing, public school communities.

STRATEGIC OBJECTIVE

Build a “leadership team” that focuses on results through the execution of “best organizational practices”.

EDUCATION PROGRAM (Seven Steps to a Successful School)

The **EdFutures school design** combines the research and studies of effective schools and businesses. There are consistent characteristics of effective schools and there are important lessons to be learned from the study of organizations outside of education. An analysis of both offers the framework for a systemic approach to significant school performance improvement. To move a school forward toward excellence we have selected the following path:

(1) Select and have a commitment to and from people that share a common philosophy, vision and mission. A significant key to the success of any organization is the selection, motivation, and development of people. All staff members share a common commitment to improve the lives of children. They understand that freedom and responsibility, choice and competition can have a dramatic impact on academic performance. They understand that personal growth in leadership and management skills add individual value and serves as a foundation for professional development and success.

It is important that all understand and commit to a **philosophy** that includes empowerment, responsibility, accountability and reward, a **vision** that requires an expectation that children achieve global performance standards and a **mission** that provides a world-class education for all children.

All personnel are expected to act as leaders and positive role models in and out of the school environment.

2) Select and empower a principal who is an effective leader. Strong leadership, with a clear vision who empowers others by providing them with responsibility and freedom is essential. The principal must serve as the guardian of the philosophy and vision of the school while focusing on the mission and satisfying the personal and professional needs of all school personnel. A principal must also provide community leadership and develop and support alliances with parents, business, and other education entities.

3) Shape the organizational culture and climate to reflect the shared philosophy, vision, and mission of the school. The culture and climate of a school is reflected in the collective set of attitudes, beliefs, and behaviors within a building that make up the group norm (Brookover, et. al., 1979).

“It is expected that a successful school environment will include: 1) high expectations for students and staff, 2) safety and orderly conduct conducive to working and learning, 3) professional relationships characterized by collaboration, and 4) a willingness to reinvent the organization by trying the next best thing.”

4) Develop a curriculum that reflects the philosophy, vision, and mission of the school. An excellent school develops and offers a curriculum that reflects the values of the school and helps to focus the attention of teachers and students on what learning is considered most significant.

5) Monitor what is important. An excellent school concentrates on performance not activities. A results-oriented culture is essential to performance improvement. Procedures are developed to enable

teachers and administrators to acquire valid and useful information regarding student achievement, the development of teachers, instructional strategies and reflective characteristics of excellent teaching. Customer feedback is also required.

6) Celebrate significant vision and mission accomplishments with ceremonies and rituals. Effective organizations create systems that are specifically designed to produce lots of winners and to celebrate winning. Deal and Kennedy (1982) state that celebrations recognize and promote the values upheld by the organization and concluded that such ritualization and celebration of values and objectives is essential to the survival of an organization.

7) Always seek methods of improving performance. (Reinvent yourself) A culture that seeks to reinvent itself by constantly seeking to find better ways of fulfilling its mission and responding to change will enhance its chances of improving performance and winning. **Critical to this process is the willingness to pursue objectives with tenacious persistence using a belief in the capacity of all to reinvent themselves and the organization.**

Instructional Approach

In addition to implementing the required state curriculum standards and using nationally published materials that support the curriculum, EdFutures teachers are expected to implement components of high quality instruction. These components are based on current literature and research of pedagogy and successful schools and ensure that students learn and retain a high percentage of knowledge and skills. Prior to the opening of school, all instructional staff receives training on these components as part of the teacher preparation days. Follow-up sessions are scheduled quarterly, and the components are included in evaluator forms used by the school-based administrator and the EdFutures Program Manager and Director of Teacher Training and Development. The following is an annotated list of components of high quality instruction that are used in all EdFutures charter schools.

Teacher Expectations: Teachers are selected for their belief and commitment to the fact that all children, regardless of background, exposure, socio-economic conditions, can and will learn. Throughout instruction, teachers model high performance in their own behaviors such as oral and written communication skills, and in product expectations and examples of polished products. Furthermore, these expectations are for all students. In support of this model, teachers post student products and work that is in final form and graded with comments. Scoring rubrics accompany the products so that students and parents clearly understand high expectations and can be proud of their work.

Higher Level Thinking: Teachers are expected to understand cognitive levels and focus on advanced thinking levels such as analysis, synthesis, and evaluation. During instruction, teachers self-monitor questioning strategies to ensure that higher-level questions are included and, where possible, emphasized. Additionally, teachers promote problem solving and critical thinking in all subjects.

Meeting Individual Needs: Teachers focus on understanding and meeting the individual needs of students. Diagnostic assessments as well as critical reviews of standardized assessment data are reviewed and used to plan and provide instruction that addresses deficits as well as challenges students. Teachers precede instruction with informal assessments and provide differentiated material, as needed.

Active Teaching: A key component of effective instruction is minimizing lecture. Teachers are expected to serve as learning coaches or facilitators. Instruction and questioning are directed toward redirecting student thinking into understanding and analyzing peer responses. Teachers are actively involved during instruction through small group interactions and project work.

Student Engagement: Instruction begins with an engagement component such as a sponge, grabber, discrepant event, or ill-structured problem. To ensure success, teachers make connections to prior learning. Activities are meaningful and have real-world significance so that students see applications for concepts and skills. Students are challenged through instruction that is regularly provided just above their comfort level.

Instructional Groupings: Above all, instruction stresses group work and cooperative learning techniques. Student groups change during the day, month, and year; sometimes these changes are based on assessment data and other times based on informal teacher observations. Visitors to the classrooms see individual, small-group, whole-group instruction.

ORGANIZATION

The EdFutures leadership and management team has successful experience in public education, in government and in fortune 500 companies. The leadership has successfully operated charter schools since 1995. **EdFutures leadership has developed a reputation of integrity and academic excellence in the communities we serve and will continue such as we strive to increase performance.** We continue to build support for performance-oriented solutions as each community witnesses the positive impact on academic performance as well as the positive impact on the lifestyles of children and adults

We are building an organization that:

- Is performance-oriented and competitive,
- Develops a culture of innovation and accountability.
- Is local and responsive to local needs.
- Attracts and maintains the kind of leadership that is dedicated to student performance.
- Balances our teaching and administrative staffs with experienced and inexperienced competence.

Our ability to attract and maintain highly dedicated and capable people has enabled us to accomplish much in a short period of time. Our future success depends on our ability to maintain such strengths while building an organizational infrastructure that supports growth

MANAGEMENT AND ORGANIZATION

To effectively support charter schools nationwide the establishment of a solid field infrastructure and headquarters support system is required. The management style is one of positive participation.

Field Organization

Region

A region will have the responsibility for 9-12 schools, new development and the capability to provide management oversight, educational and business services.

Key Positions

Regional Vice President or Operations Manager: Region responsibilities above.

This individual will need to provide and infuse good business acumen/practices to guarantee successful delivery of the mission, vision, goals, and objectives.

Direct reports: The Education Program Director, the Director of Development, and specifically the Principals will need ongoing support and training in carrying out the business and fiscal side of their responsibility.

Headquarters A centralized national site that is responsible for developing and supporting the Regions. Specifically, the headquarters group will be responsible for all national strategy implementation, all educational and business support services that can be managed effectively centrally, new business development and expansion.

Key personnel

Eugene S. Ruffin – Chief Executive Officer

Mr. Ruffin is responsible for guiding organizational and diverse community interests toward a common cause and fulfilling the overall vision and mission of the company. Mr. Ruffin's began his professional career as a marketing representative for International Business Machines in 1963. He retired in 1988 as Ericsson CEO of Italian and Brazilian Operations/Corporate Vice President of North America. In 1970 Mr. Ruffin joined the Xerox Corporation where he served as Vice President, Computer Division, Reprographics Division Operations Manager and Xerox San Diego Branch Manager, with responsibilities for all business functions.

His significant accomplishments include the development and launch of the first personal computer by a major manufacturer (Xerox); development of the first indirect delivery system for Xerox products, world wide, lead the development of the first Ericsson personal computer products, as well as developed and managed the distribution of Ericsson switching and telephony products in North America, Brazil and Italy.

In 1992 Mr. Ruffin became interested in the education crisis, specifically the performance of public education in underserved communities. In 1994, Mr. Ruffin co-founded School Futures Research Foundation, a non-profit education foundation with John and Christy Walton, Wal-Mart heirs. Mr. Ruffin served as a member of the Board, CEO and President until 2001. SFRF provided thoughtful analysis of the status of education, reform methods and provided support for charter school legislation. Under Mr. Ruffin's leadership the SFRF team developed over 60 charter schools in underserved communities, while managing 12. Mr. Ruffin also co-founded, served as board member and as CEO and President of American Education Reform, a non-profit developed to support education reform legislation.

Dr. Raymond Hicks – President

Dr. Hicks is responsible for executing the business plan. Dr. Hicks served as the fifth President of Grambling State University from 1994-1998. He is a tenured full professor in the College of Education, a member of the Graduate Faculty and teaches in the Doctoral Program in Educational Leadership. He has an outstanding record of service to the University. He has also worked in the private sector as Director of the Center for Educational Research at the Shreveport Chamber of Commerce.

Dr. Hicks is regarded as an outstanding educational leader and practitioner. He is well respected for his vision and innovative ideas for improving the academic achievement of African American students at the K-12 and higher education levels. His professional career includes numerous honors: Former School Board Member; Governor Appointee to the Louisiana Pan-African Commission; Chosen as one of Louisiana Tech University's "100 Most Outstanding Alumni" during the Centennial Celebration (1995) and he was Awarded Honorary Degree, Doctor of Humane Letters, University of Nebraska at Lincoln (1996)

Dr. Charlie Mae Knight - National Education Director

Dr. Knight is responsible for academic programs and the attainment of academic performance objectives. Dr. Knight will provide operational action plans, evaluating short and long-range academic needs. Dr. Knight is a nationally recognized as a visionary leader in the education of minority and disadvantaged students. She served for eighteen years as Superintendent of the Ravenswood City School District in Palo Alto, California. Her significant accomplishments include: Returning the district from the brink of bankruptcy to a year ending balance of over three million dollars; settling a ten-year old desegregation suit, increasing teacher salaries by over 25%, allowing the district to succeed in recruiting and maintaining a qualified staff;

establishing the only public school program in the United States which is based on the Marva Collins approach; developed corporate and university alliances, as evidenced by the district assistance from Stanford University, the Raychem, Hewlett-Packard Corporations and grants from the San Francisco Packard, Hewlett, Peninsula, and Wells Fargo Foundations; established five charter schools and established a single gender school for troubled adolescent boys in partnership with the San Francisco Forty-niners.

Dr. Knight has also served as Superintendent of Schools for the Lynwood Unified School District in Lynwood, California (1981-1985); Associate Superintendent for California State Department of Education (1978-1981); Director of Special Projects Monterey Unified School District (1970-1978); Coordinator of Compensatory Education; Elementary School Counselor and Teacher; College Instructor and Administrator; Field Studies Coordinator; and Director, Summer Institute for teacher training.

She has served on numerous National Education Boards, is a member of the National Alliance of Black School Educators, California Alliance of Black School Educators Alpha Kappa Alpha Sorority, Phi Delta Kappa, and the American Association of School Administrators.

Gary B. Scott, C.P.A. – Chief Financial Officer

The Chief Financial Officer is responsible for allocating limited company resources among competing fund uses to optimize the value of the firm. The specific responsibilities include; cash flow, debt and asset management. Gary graduated from the University of West Florida with a B.A. degree in Accounting (Magna Cum Laude). He earned his M.B.A. and has taught accounting courses at the college level. Gary has 20 years of experience in accounting, including 10 years of governmental accounting and finance and six years of governmental auditing including several audits of Florida school district internal accounts.

Gary worked for four years as a district level financial administrator in a Florida school district, in which capacity he was responsible for budgeting (\$165 million operating budget, \$350 million total budgets), accounting, accounts payable, purchasing, payroll, MIS, property management, and data processing. Additionally, Gary served on the School Board of Holmes County. This combination of governmental, school district, and school board experience provides Gary with a unique, multi-faceted perspective.

Mark Hardon Long – Vice President of Market Development

The Vice President of Market Development has responsibility for all new business development. This includes oversight of existing region growth, new region development, development of new complimentary business strategies and opportunities, marketing and public relations for the entire company.

Prior to joining EdFutures, Mr. Long was Regional Director of Marketing and Development for Learn Now, an education management organization based in New York, New York. While at Learn Now, Mr. Long oversaw new business development and corporate mergers. Mr. Long supported the development of seven new charter schools and the management responsibility for two existing ones.

In addition to his experience in the education management field, Mr. Long has expertise in entertainment management—having worked as Production Vice President for Mahogany Entertainment, Inc. This firm manages three of the top gospel music artists in the U.S., and also produces major national and regional public and entertainment events. Mr. Long was a Stock Broker with Smith Barney in Beverly Hills,

California from 1994 until 1997. He began his career in Sales at Xerox Corporation in 1990, after graduating from Morehouse College in Atlanta, Georgia, with a B.A. in Marketing.

He currently serves on the Board of Trustees of the Joshua Group Ministries in Silver Spring, Maryland, and is Executive Director of the church's development corporation. Mr. Long is also an active member of the National Council of Negro Women.

Gerard F. Consuegra, Ph.D. - Education Program Director

The Education Program Director responsibility includes curriculum and support services, curriculum design and review, character education program, annual curriculum review and improvement, professional development and training, onsite observation and feedback, summer academy design. This responsibility also provides support to the principal in quality of service and program development/delivery.

Dr. Consuegra is a graduate of the University of Maryland with a Ph.D. in Curriculum and Instruction and a Masters in Early Childhood-Elementary Education. His professional experiences include, Atlanta Public Schools Executive Director for School Choice and Governance, Executive Director for Atlanta Public Schools Standards Director Division of Curriculum Coordination and Implementation, Montgomery County Public Schools, National

Science Teachers Association Reviewer, Consultant Harcourt Brace Jovnovich Publishers and Author "Introducing African American Role Models into Mathematics and Science lessons", "Solar Energy" and a number of science articles on the environment as a consistent contributor to Science Weekly.

Dr. Consuegra has also received the Award for Distinguished Service to Public Education, the Broome Award for Outstanding Children's Publications and the Conservation of National Resources Fellowship Award.

Raymond Green – Director of Development and Operations

Director of Development and Operations will secure contracts, (2) oversee the school development process, (3) finance and control, (4) provide ongoing facilities management support, (5) develop and manage information technology systems, both academic and administrative, (6) develop and manage staff development services.

Raymond Green began his business career over 35 years ago in the IBM Corporation and achieved the rank of Western Regional Manager, responsible for over 800 employees, in sales, service and administration.

A long-time professional in Educational software development, Raymond currently consults for the NATN (National Articulation and Transfer Network) an innovative project to facilitate urban community college students in transferring to Historically Black 4 year colleges along with Tribal and Hispanic serving institutions of higher learning.

ADVISORS AND ALLIANCES

Education

Dr. Libia Gil, Former Superintendent Chula Vista Elementary School District

Dr. Shirley Weber, Dean of Africana Studies, San Diego State University

Community

Dr. James McCray, Former Pastor, United Methodist Church

Dr. Harry Blake, Pastor, National Secretary of National Baptist Convention

Pastor Calvin Jones, Providence Baptist

Business

Scott Himelstein, Former Secretary of Education, State of California, Director of the National Even Start, Literacy Foundation and Chairman San Diego Reads Foundation

Dr. Deepak Chorpa, Author and Lecturer

Steven Seagal, Actor

Francis Price, CEO and President of Q3 Industries

Dr. Brian Alman, Lecturer, Author

The
E.S.R. Leadership Institute, INC./SVHA Charter School
And
EdFutures Agreement

THIS AGREEMENT is made and entered into as of the 12TH day of June 2011 by and between Sun Valley HOPE Academy Charter School/E.S.R. Leadership Institute, Inc.(hereinafter “The Charter School”) and EdFutures, (hereinafter “EdF”) a for-profit education management corporation.

BACKGROUND

A. The State of California has enacted the “Charter Schools Act of 1992.”), which authorizes the formation of charter schools for the purpose, among others, of developing new, innovative, and more flexible ways of educating student within the public school system. Neither, The Charter School or EdF, intends by entering this agreement to waive any of the rights, responsibilities, and privileges established by the Act.

B. The Charter School submitted a “Petition” requesting approval of the formation of a charter school. The Los Angeles public school district (sponsor, hereinafter “LA”) has determined that the Petition complies with the purposes and requirements of the Act and has therefore approved the Petition. The Petition provides that The Charter School shall be responsible for the implementation of the charter. The Petition is set forth in Attachment A hereto and is incorporated into this Agreement by reference.

C. It is intended that the Charter School shall accomplish its mission by utilizing the services of EdF. The Charter School hereby acknowledges this intent and approves this Agreement for the management of the Charter School by EdF.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, EdF, acting on behalf of The Charter School, do hereby agree as follows:

ARTICLE 1
TERM AND RENEWAL

1.1 Term. This Agreement shall commence the date first above written, and shall cover five academic operating years, commencing in 2011 and ending on June 30, 2016. The Agreement is

subject to termination during the initial term or any renewal under the terms and conditions hereafter set forth.

1.2 Renewal. This Agreement shall be automatically renewed on a year-to-year basis commencing July 1, 2016; unless written notice of intent to terminate or renegotiate is given by either party at least 120 days prior to each July 1, commencing July 1, 2016.

ARTICLE 2 DESIGNATION OF SCHOOLS

2.1 Designation of School. The charter school is known as the "**Sun Valley Hope Academy** " and shall be referred to herein as "The Charter School". EdFutures, referred to herein as "EdF" shall be responsible for all functions that relate to educational services and the management and operation of "The Charter School" subject to terms and conditions set forth in this Agreement.

ARTICLE 3 PERFORMANCE AND DELIVERY OF SERVICES

3.1 Obligations as to Delivery of Services.

(a) The terms of the Petition, which is attached hereto as Appendix "A," are incorporated into this Agreement, except to the extent otherwise provided herein. To the extent that this Agreement is inconsistent with the terms of the Petition, this Agreement shall be considered an amendment to the Application.

(b) It shall be EdF's duty and obligation, to manage, operate, and administer the Charter school on behalf of the Charter School's Board, it being understood that, at all times, EdF remains accountable and subject to the Charter School Board and that the Charter School Board remains accountable and subject to the oversight of the District and State Board as provided for in this Agreement. Except as otherwise provided for in this Agreement, this duty and obligation shall include, but shall not be limited to, providing educational and instructional programs to students who attend the Charter School; all personnel functions; maintenance and operation functions that would otherwise be provided by the District if the Charter School were operated by the District; business administration functions; custodial services; extra and co-curricular activities and programs; professional development for administrators and instructional personnel; acquisition and selection of all instructional personnel; acquisition and selection of all instructional materials, equipment and supplies and, subject to funding, the establishment and maintenance of a pre-K program.

(c) EdF, acting on behalf of the Charter School, shall have power and authority, consistent with federal and state law and subject to the other terms and conditions of this Agreement shall have the authority to: (i) contract for goods and services; (ii) prepare a budget; (iii) select personnel and determine their responsibilities and compensation; (iv) procure insurance; (v) lease or otherwise contract with any third party for the use of facilities for school purposes and the operation and maintenance thereof; (vi) purchase, lease, or rent furniture, equipment and supplies; (vii) accept and expend gifts, donations or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this Agreement; (viii) perform the business administration of the school; (ix) establish and conduct an educational program and curriculum for the school as

provided for below; (x) conduct extra-and co-curricular activities and programs; (xi) conduct professional development for all principals and instructional personnel; (xii) acquire and select instructional materials, equipment and supplies; (xiii) establish and maintain a pre-K program, if funding is available; (xiv) exercise such other powers as provided for elsewhere in this Agreement to the extent consistent with this Agreement; and (xv) generally, take such other actions as may be necessary or desirable properly and efficiently to operate the Charter School.

3.2 Educational Program and Curriculum.

(a) The education program provided by EdF to students who attend the Charter School shall meet all State and Federal Standards. It is understood between all parties that the goal of EdF is to provide a "world class education" for all students and that such an education includes continual student academic performance improvement. It is further understood that an essential principle of the EdF design is its overall performance orientation, its flexibility, adaptability and capacity to change in the interests of continuous improvements and efficiency, further, that EdF, the Charter School, and the State are interested in results and not inflexible prescriptions. The Charter School Board "The Board" shall be consulted prior to any substantial modification to the essential principles and/or student standards or exception or alteration to the petition. The Board shall be provided with notice as to such intended changes.

3.3 Pupil Performance Standards and Evaluation

(a) Evaluation. EdF shall implement pupil performance evaluation systems, which permit evaluation of the educational progress of each Charter School Student. EdF shall be responsible for and accountable to the Board for the performance of students who attend the Charter School. Said performance shall be measured in accordance with performance criteria and instruments as set out in the Charter Petition, and such other assessment strategies as may hereafter be agreed to in writing by EdF and the Board. Performance measures will also include customer satisfaction.

(b) Progress Reports. Information on the educational performance and progress of Charter School Students shall be provided to the Board at least twice a year. In addition, during each school year, such information shall be provided to the Board on a periodic basis upon reasonable request, to enable the Board to monitor EdF educational performance and the efficiency of the operation of the Charter School.

(c) Assessment of Success. The Charter School's success shall be measured not only by absolute levels of achievement, but also by comparative measure against students in the District who have backgrounds and achievement levels similar to Charter school students upon their enrollment in the Charter School. EdF understands that failure to demonstrate continuous progress on the agreed-upon goals and measures of student performance may be grounds for the Board or the District to terminate this Agreement according to the terms and procedures set forth below in Sections 14.2 (a) and 14.5 (c).

3.4 Other Obligations

(a) Fundraising.

(1) EdF shall make reasonable efforts to raise funds within the Sun Valley Community to provide the Charter School with "cutting edge" student and administrative programs and equipment.

(2) This agreement contemplates that both the Board and EdF assume additional fundraising responsibilities, specifically for, but not exclusive to, facilities, programs and equipment.

(b) **Other Obligations.** EdF shall comply with all other obligations set forth in this Agreement, including but not limited to any additional reporting requirements.

ARTICLE 4

FACILITIES AND OTHER EXPENSES

4.1 Provision of Suitable School Facilities

(a) **School facilities.** The Charter School Board shall provide the Charter School with facilities suitable for school purposes, and shall undertake capital repairs and renovations necessary to secure and maintain adequate facilities consistent with the school's budgets and plans. EdF may assist the Board in raising funds for facilities as the need occurs. EdF will be responsible for all other daily maintenance and operational expenses.

(b) EdF shall be responsible for all other start up needs, such as equipment, books, supplies, materials, and cash flow.

4.2 Control and Maintenance

(a) **EdF Responsibilities.**

(1) EdF shall be responsible for the installation of technology (computers, modems, and phone units) integral to the curriculum design.

(2) EdF shall, on behalf of the Board, maintain the site in accordance with all applicable federal, state, and local laws, rules and regulations and District policies, except to the extent they have been waived, including without limitation District policies that directly protect the safety and welfare of employees and students.

(3) EdF shall maintain hazard insurance for all ancillary property and other personal property at the site provided by EdF, on which the Board and the District shall be named as additional insured. EdF shall secure from its insurer waivers of subrogation as against the District with respect to damages to the site, and shall otherwise hold the District harmless against liabilities out of any such damages.

(4) EdF shall maintain and provide to the Board and the District upon request such records as may be reasonably requested by them regarding the site, including without limitation records recording utility consumption, preventive maintenance, and other maintenance records.

(5) EdF shall use Government provided operating capital and other Revenue sources to maintain the site and provide security for the site.

(6) EdF shall maintain hazard insurance for the site.

(b) **Miscellaneous**

(1) Each party to this Agreement will ensure that contractors post appropriate performance and payment bonds, indemnifying the District, the Charter School and EdF with respect to any construction projects having a value in excess of \$10,000 that it may undertake in connection with each facility, including installation of electric service.

(2) The Board and the District shall be permitted to have access to the Charter School site at any time for inspection or for any other reasonable purpose, provided that such access does not unreasonably interfere with the programs or operations of the Charter School.

ARTICLE 5

SUBCONTRACTING OF SERVICES

5.1 **Subcontracting of Services.** EdF reserves the right to subcontract any and all services specified in this Agreement to the District and/or to public or private subcontractors, as permitted by law.

5.2 **Location of Performance.** EdF reserves the right to perform non- instructional functions, such as purchasing, off-site at EdF offices, unless prohibited by federal, state laws, rules, or regulations.

ARTICLE 6 FINANCIAL ARRANGEMENTS

6.1 **Annual Revenues.** EdF shall manage all public and private funds received on behalf of the Charter School. Revenues shall be expended to insure the objectives of the Charter School are met.

6.2 **Costs.** EdF will manage all programs within the School budget.

6.3 **Grant Applications.** EdF and the Board retain the right to apply for and receive grant money on their own or together with the District, and to engage in other fund-raising activities, and to retain any such funds for their use consistent with the terms of such grants.

6.4 **Fees.** Consistent with local practice and federal law, the Charter School may charge fees to students for extra services such as summer and after school programs, athletics, and other similar activities. The Charter School may also charge Non-Charter School students who participate in such programs.

6.5 Costs and Expenditures.

(a) From the revenues managed by EdF on behalf of the Charter School, EdF shall pay all costs associated with operating the Charter School and the EdF school program. This shall include, but shall not be limited to, such items as salaries and benefits; the purchase of curriculum materials, textbooks; computer and other equipment, software, supplies, attorney's fees, consultant fees; and other fees, expenses and costs connected to operating the Charter School and providing education benefits to Charter School students.

(b) It is recognized between the parties that EdF is a For-Profit entity and that EdF has the authority to capture and direct the utilization of any excess of revenues over expenditures. In the event that expenses exceed revenues, EdF, under this Agreement, would be responsible for any cost overruns.

6.6 **Budget.** EdF shall provide the Board and the District with an annual projected budget for the Charter School, in reasonable detail, prior to its opening. Such annual budget shall meet federal, state and local laws, regulations, and policies and District policies. EdF expenditures in connection with the operation of the Charter School shall not deviate materially from the submitted proposed budget without prior notice to the Board.

6.7 **Statements to the Board.** In addition to the reports provided for in the Charter School Petition and required by the District, EdF shall, at any time upon request by the Board with reasonable notice, provide the Board with detailed statements of all revenues received, from whatever source, with respect to the Charter School and detailed statements of all direct expenditures for services rendered to or on behalf of the Charter School and students who attend the Charter school, whether incurred on-site or off-site.

6.8 Semi-annual Reports. Upon request, but no less frequently than twice per year, EdF shall provide reports on school operations, finances and student performance to the Board.

ARTICLE 7

PERSONNEL & TRAINING

7.1 Personnel. In the Charter School, EdF shall have the sole responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline and transfer personnel consistent with federal and state laws, rules, and regulations (unless waived by appropriate authorities), consistent with this Agreement as amended from time to time, consistent with Board and District policies as modified pursuant to this Agreement per the California Charter Law.

7.2 Continuing employment of the teachers and non-instructional personnel at the Charter School shall be subject to an annual satisfactory evaluation by EdF.

7.3 Compensation. Staff shall be compensated while assigned to EdF operated School in accordance with EdF compensation principles that include salaries that are comparable to the District and performance-based incentives.

7.4 Grievances. Neither the Board nor the District will resolve any grievance in such a manner as to interfere with the ability of EdF to manage or administer the Charter School consistent with the Charter School Petition.

7.5 Training. EdF shall provide continual training in its methods, curriculum, program and, technology, to all teaching and administrative personnel. EdF shall also provide ongoing professional development programs throughout the year.

7.6 Employee Salaries and Benefits. EdF shall pay the salaries, fringe benefits, FICA taxes, and all withholding taxes for all Charter School employees. Fringe benefit cost shall be adjusted each year in accordance with adjustments made for District employees.

ARTICLE 8

WARRANTIES AND REPRESENTATIONS

8.1 Representation. The Charter School represents that it has the authority under state law to execute, deliver, and perform this Agreement, to incur obligations provided for under this Agreement and to contract with EdF for EdF to provide the services set forth in this Agreement on behalf of the Charter School.

8.2 Certification As to Pending Claims. The Charter School certifies that, as of the date of this Agreement, there are no pending actions, claims, suits or proceedings, to the knowledge of The Charter School, threatened or reasonably anticipated against or affecting The Charter School, which if adversely determined, would have a material adverse affect on the ability of The Charter School to perform its obligations under this Agreement. Further, The Charter School warrants that the information it has furnished EdF concerning The Charter School facilities, finances, revenues, student enrollment and staffing is accurate and the latest information available at the time of the execution of this Agreement.

8.3 Due Organization and Authority of EdF. EdF represents and warrants that it is a for-profit corporation duly organized and existing under the laws of the State of Nevada, with lawful power and authority to enter into this Agreement, acting by and through its duly authorized officers.

ARTICLE 9 PROPRIETARY INFORMATION

9.1 Proprietary Information. The Charter School agrees that EdF shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by EdF, its employees, agents or subcontractors, or by any individual employed at the Charter School, which is developed during working hours or during the time for which the individual is being paid. If an employee desires permission to keep lesson plans or other intellectual properties not developed on company time, such permission, will be reviewed, granted or denied by the Principal. EdF shall have the sole and exclusive right to license such materials for use by other schools. Nothing herein contained shall be construed in a manner that would cause The Charter School or the District to act or fail to act in a manner that would cause The Charter School or the District to be in violation of any state law.

ARTICLE 10 INDEMNIFICATION

10.1 Legal Representation and Costs

(a) Except as expressly provide herein or in connection with insurance coverage required to be provide in this Agreement by on party for the benefit of the other, each party shall be responsible for its own legal representation and legal costs.

(b) Notwithstanding the foregoing, EdF may elect to contract with the District for legal services for itself or the Charter School; and if either party has reasonable, good faith concerns regarding the financial exposure for potential or asserted third party legal claims against the other party or the Charter School, such party may notify the other party of such concerns, and thereafter the parties shall cooperate in good faith in connection with the defense of such claims. It is understood that counsel for the District does not have a client relationship with EdF.

(c) **Except where there is an actual or potential conflict of interest**, the District, The Charter School and EdF shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either of them.

10.2 Indemnity to Property or Persons.

(a) **EdF shall indemnify and save and hold the Board, the District, all its employees, officers, directors, subcontractors, agents, and authorized volunteers harmless** against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, of whatsoever kind or character including attorney fees, brought against EdF employees for injury to property or persons, occurring or allegedly occurring in, on or about the Charter School from conduct committed by EdF or by its employees, officers, directors, subcontractors, agents and by District employees while assigned to and under the supervision of EdF during the term of this Agreement or any renewal thereof.

(b) **The Board shall indemnify and save and hold EdF, all its employees, officers, directors, subcontractors, agents and authorized volunteers harmless** as stated above in 10.2 (a) unless such conduct is committed by EdF employees, officers, directors, subcontractors, agents and or authorized volunteers.

10.3 Providing a Legal Defense and Payment of Judgment and Claims for Charter School Employees.

(a) **EdF shall provide a legal defense or pay legal costs** including attorney fees incurred in defending employees who are assigned to the Charter School and who have claims made against them or actions brought against them that are civil in nature, including claims and actions brought under civil rights laws of the federal, state and local governments, that arise out of conduct by the employee occurring while the employee is under EdF supervision, and while the employee is acting within the scope of their employment.

(b) **EdF shall pay judgments taken and settlements of claims** that arise from claims made and legal actions filed that are of a civil nature, including civil rights laws, that arise out of the conduct by the EdF employee occurring while the employee is acting within the scope of their employment.

ARTICLE 11

TERMINATION AND REMEDIES FOR BREACH

11.1 Termination Sole Remedy. This Agreement may be terminated either by The Charter School or by EdF on its own behalf or on behalf of the Charter School hereof for cause, as defined below. Except as otherwise expressly provided below in section 14.8 termination of this Agreement shall be the sole remedy for breach hereof. The procedures and conditions set forth in this Article with respect to termination shall apply to all terminations, regardless of the availability of other remedies under Section 11.8.

11.2 The Charter School Termination for Cause. The Charter School may terminate this Agreement for cause prior to the end of the term specified in Article 2, in accordance with the procedures set forth herein, for any of the following reasons:

(a) **If EdF fails to meet the requirements of the Petition;** Provided that The Charter School has advised EdF of the deficiency and has allowed EdF a reasonable period in which to remedy such failure.

(b) If EdF fails to meet generally accepted standards of fiscal management;

(c) If EdF violates any provision of law with respect to the operation of the Charter School from which the Charter School was not specifically exempted.

11.3 GSFA Termination for Cause. EdF may terminate this Agreement for cause prior to the end of the term specified in Article 2, in accordance with the procedures set forth herein, for any of the following reasons:

(a) If The Charter School fails to provide suitable, timely facilities for growth;

(b) If The Charter School acts to undermine the joint purposes of this agreement;

(c) As a result of the occurrence of a Material Adverse Unavoidable Change as described in Section 11.4, below;

(d) If THE CHARTER SCHOOL fails to remedy a material breach of this agreement within a reasonable period of time not less than fourteen days after receiving breach of this Agreement from EdF.

11.4 Certain Material Adverse Changes.

(a) The occurrence of any event described in paragraphs (1), (2), or (3) below that is beyond the reasonable control of the District, the Charter School or EdF and has a material

adverse effect on EdF's ability to operate the Charter School in accordance with its Budget or the Charter Application shall be referred to as a "Material Adverse Unavoidable Change". Promptly upon becoming aware of the occurrence of a Material Adverse Unavoidable Change, EdF or the Charter School Board may deliver written notice to the other, triggering the provisions of this Section 11.4 (a) and (b). The events, which may constitute a Material Adverse Unavoidable Change, are the following:

(1) A material reduction in the available combined federal and state funding for the Charter school in comparison to the funding that would be available for the 2011-2012 fiscal year;

(2) A change in the availability or suitability of sites. This shall include, but not be limited to, the Charter School and EdF inability to provide facilities for growth or the funds necessary to equip the Charter School classrooms with equipment and materials that are integral to the success of the education program.

(3) The enactment, repeal, promulgation or withdrawal of any federal, state, or local law, regulation, or court or administrative decision or order, or arbitrator's decision in a matter between the Charter School and EdF. This shall include, but not be limited to a decision or order finding that this Agreement, or any of its terms, or the operation of the Charter School in conformity with this Agreement, or the Application violates the District's responsibilities, duties or obligations under state or federal constitutions, statues, laws rules or regulations, otherwise constitutes a violation of law.

(b) Upon delivery of the notice of a Material Adverse Unavoidable Change, the parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the Agreement, alternative funding arrangements, etc.) to address the Material Adverse Unavoidable Change, then either party may elect to terminate the Agreement without further obligation or liability to the other, subject to Section 11.5, by delivering written notice of termination to the other at least 90 days in advance of the effective date of such termination, or in such lesser time as is reasonable under the circumstances if the Material Adverse Unavoidable Change is an administrative agency or court decision or order, or legislation.

11.5 Termination Notice and Other Termination Procedures.

(a) EdF Cure Rights. Notwithstanding section 11.2, above, in connection with the first material breach of this Agreement committed by EdF, the Charter School Board shall give EdF written notice of the breach and of the requirements for correction of the breach, and shall give EdF a reasonable period of time not less than ninety (90) days or in excess of one hundred and twenty (120) days to remedy the breach. If the breach is not corrected within the time period specified by the Charter School in the notice of the breach, then the Charter School Board may terminate the Agreement in accordance with the applicable paragraph of section 11.2 and the procedures of this Section 11.5.

(b) Notice. Unless otherwise expressly provided herein, each party shall give the other party at least 120 days advance written notice of a termination of this Agreement prior to the end of its term.

(c) Termination for Failure to Made Reasonable Progress Towards Achieving Academic Goals. The following procedures shall apply to a termination of this Agreement by the Charter School Board for the reasons set forth in section 11.2 (a) of this Agreement:

(1) The Charter School shall give EdF at least 120 days advance written notice of its intent to terminate this Agreement for such reason. The matter shall immediately be submitted to the EdF Chief Executive Officer, or their respective designees, for further consideration and discussions to attempt to resolve the matter.

(2) If these representatives are unable to resolve the matter and, specifically, if there is disagreement as to whether EdF has made reasonable progress towards achievement of the agreed-upon educational goals and student achievement standards, then either party may submit the matter to binding arbitration as provided for in this section. If the matter is not resolved and is not submitted to arbitration as provided herein, then termination shall become effective in accordance with the Charter School Board's original notice.

(3) Not later than 30 days following the Charter School's notice to EdF of its intent to terminate under Section 11.2(a), either party may submit the matter to arbitration by delivering written notice to the other. A panel of three education professionals, one designated by each party, shall conduct the arbitration and the third, neutral arbitrator chosen jointly by the respective party arbitrators. Within 7 days following the date of such notice, each side shall designate a recognized and independent educational professional as its panel representative; within 7 days thereafter, these representatives shall designate the neutral. The arbitrators shall convene a hearing as soon as possible thereafter. Each party may present witnesses, documentary, and other evidence in its behalf, but strict rules of evidence shall not apply. The arbitrators shall permit the filing of briefs upon request of either party. The arbitrators shall issue a written opinion concerning the matters in controversy together with their award. They shall issue their award within 30 days following the close of the hearing, and judgment upon the award may be entered in any court having jurisdiction thereof. The Alternate Dispute Resolution Procedure set forth in Appendix A to this Agreement shall also apply to this procedure.

(d) **Avoidance.** Notwithstanding the foregoing, each party shall use its good faith best efforts to avoid a termination of the Agreement, which becomes effective during the middle of a school year because of the disruption to the educational program and the students. Therefore, in the event this Agreement is terminated by either party prior to the end of the term specified in Article 1 of this Agreement, absent unusual and compelling circumstances, the termination will not become effective until the end of the school year.

(e) **Assistance.** In the event of termination of this Agreement for any reason, EdF shall, in all events provide reasonable assistance to the Charter School for up to 60 days after the effective date of termination of the Agreement, to assist in the dissolution or transition of the Charter School.

11.6 Equipment and Fixture Removal. Upon termination of this Agreement for any reason, or at the expiration of this Agreement, the Charter School shall have the right to either pay EdF for any property or equipment provided by EdF and located in the Charter School students, at the "net depreciated value" described in section 11.7 below, or EdF shall be allowed to remove and retain such equipment.

11.7 Determination of Net Depreciated Value. "Net depreciated value" shall mean the original cost of the property or equipment the Charter School Board is considering purchasing minus its depreciation from date of purchase by EdF to date of proposed purchase by the Charter

School Board. "Depreciation" shall mean the amount as computed by EdF for federal income tax purposes for the property or equipment the Charter School Board is considering purchasing. "Net depreciated value" with respect to equipment leased by EdF shall mean the amount that is equal to EdF buy out cost set in the equipment lease agreements as of the date the equipment is to be purchased by the Charter School Board.

ARTICLE 12 INSURANCE

12.1 Liability Insurance.

(a) EdF shall secure and maintain, for the protection of District the Charter School, and EdF, and their respective officers, directors, employees, students, teachers and volunteers, insurance, including but not limited to general liability insurance coverage for bodily injury and property damage. Except as otherwise agreed in writing by the Charter School Board and EdF, all such insurance coverage shall be primary insurance, with deductibles or SIR's which are outside the policy limits, and shall be occurrence based insurance (and not claims made insurance).

(b) Consistent with the requirements of Sections 4.2(a)(4) and 4.2(b)(3), EdF shall secure and maintain, hazard insurance for the site(s) and/or ancillary property and equipment for or at Charter School. Such insurance policies shall name the Charter School and EdF facility manager as an additional insured; and shall provide for waiver of subrogation as against the additional insurers for the full amount of the policy or policies, including all deductibles.

(c) The insurance policies maintained by each party pursuant to this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced, in coverage or limits, except after thirty days prior written notice to EdF and the Charter School.

12.2 Worker' Compensation Insurance. EdF shall secure and maintain insurance covering its employees and authorized volunteers.

12.3 Coordination of Risk Management. The parties shall coordinate risk management activities with one another. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claim, cooperating fully with one another in the defense of any claims and complying with any defense and reimbursement provisions of state governmental immunity laws and applicable insurance policies. Neither EdF nor the Charter School Board shall compromise, settle, negotiate, or otherwise affect any disposition of any claim or potential claims asserted against it to the extent such claims are insured by or through the other party with the approval of the other party.

ARTICLE 13 ALTERNATE DISPUTE RESOLUTION PROCEDURE

13.1 Alternate Dispute resolution. The parties agree to cooperate in good faith in all actions relating to this Agreement, to communicate openly and honestly, and generally to attempt to avoid disputes in connection with this Agreement. If, nevertheless, a dispute should arise in connection with this Agreement, the parties agree to use their best efforts to resolve such dispute in a fair and equitable manner and without the need for expensive and time-consuming litigation. Except as otherwise set forth in Sections 11.2(a) and 11.5(c), in the event any dispute arises between the Charter School Board and EdF concerning this Agreement, it shall be resolved in

accordance with the alternate dispute resolution procedure that is set forth in Appendix "B" hereto.

ARTICLE 14 MISCELLANEOUS

14.1 Force Majeure. Neither party shall be liable if the performance of any part or all of this contract is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of god, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

14.2 Independent Contractor Status. The parties to this Agreement intend that the relation between EdF and the Charter School Board created by this Agreement is that of an independent contractor, and not employer-employee. No agent, employee, or servant of EdF shall be deemed to be the employee, agent, or servant of the District or the Charter School except as acknowledged in writing.

The Charter School is interested only in the results obtained under this Agreement. The manner and means of conducting the work is under the sole control of EdF. EdF will be solely and entirely responsible for its acts and for the acts of EDF agents, employees, servants, and subcontractors and for District employees while acting under the EdF direction during the entire term of this Agreement.

14.3 Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

14.4 Entire Agreement. This Agreement and Appendices shall constitute the full and complete Agreement between the parties hereto. All prior representations, understandings, and agreements are merged herein and are superseded by this Agreement.

14.5 Amendments. This Agreement may be altered, amended, changed, or modified only by agreement in writing executed by EdF and the President of the Charter School Board authorized to so execute by action of the Board on behalf of the Charter School.

14.6 Section Headings. The section headings shall not be treated as part of this Agreement or as affecting the true meaning of the provisions hereof. The reference to section numbers herein shall be deemed to refer to the numbers preceding each section.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Sun Valley HOPE Academy /E.S.R. Leadership Institute, Inc.

By: _____

President/CEO of the Board of Directors

Name (please print):

Address:

City/State/Zip

EdFutures

By: _____

PRESIDENT

Name (please print): Eugene S. Ruffin

Address: 2588 El Camino Real Suite F#111

City: Carlsbad, Ca. 92008

Phone: (760)-930-0603

Fax: (760)-804-9709

E-mail: Eugene@sdcreations.org

ALTERNATE DISPUTE RESOLUTION PROCEDURE

A. The Charter School and EdF agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which may be directly affected by such dispute.

B. Either party shall notify the other party that a dispute exists between them. Such notice shall be in writing and shall identify the article and section of the Agreement that is in dispute and the grounds for the position that such article and section is in dispute. The matter shall be immediately submitted to the Charter School's Governess Board designee and EdF's Chief Executive Officer, or EdF designee for further consideration and discussions to attempt to resolve the dispute.

C. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure within 30 days after the date of notification by one to the other of the existence of such dispute, then the matter shall be submitted to final and binding arbitration, as provided below.

D. The matter shall be submitted to arbitration by notice in writing to the other party. Such notice shall be submitted no later than 40 days after the initial date of the notification of the existence of the dispute.

E. Any and all disputes which can not be resolved informally shall be settled by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except as otherwise expressly provided herein or agreed to in writing by the parties, or to the extent inconsistent with the requirements of state law. The parties expressly agree that the arbitrator(s) shall be required to render a written opinion concerning the matters in controversy, together with their award. The arbitration shall take place in California and that judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, in accordance with the laws of the State of California.

F. Each party shall pay one-half of the reasonable fees and expenses of the neutral arbitrator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, witnesses and others acting for it, arbitrators not jointly appointed, shall be paid by the party incurring such costs.

G. The arbitrator(s) shall have no authority to add to, delete from, or otherwise modify any provision of this Agreement or to issue an award having such effect.

Appendix A: Suggested Textbooks & Detailed Course Description

Suggested Textbooks

Subject	Text Name	Publisher	Standards Based	Number of Books
Math	Cahsee Success – Math	Kaplan	Yes	35
Math	Algebra 1	Heath	Yes	30
Math	Algebra 1 3 rd Edition	Saxon	Yes	28
Math	Algebra 2 2 nd Edition	Saxon	Yes	40
Math	Algebra ½ 2 nd Edition	Saxon	Yes	30
Math	Advanced Mathematics	Saxon	Yes	30
Math	Geometry, Trig, and Algebra 2	Saxon	Yes	45
Math	Geometry	UCSMP	Yes	40
Math	Math 76	Saxon	Yes	30
Math	Math 87	Saxon	Yes	35

History	Exploring American History	Globe	Yes	35
History	A History of the US	Prentice Hall	Yes	45
History	A History of the US Since 1861	Prentice Hall	Yes	30
History	World History	Prentice Hall	Yes	45
History	World Geography 3.9	AMER	Yes	30
History	United State Government 4.0	AMER	Yes	45

Science	Biology	Heath	Yes	45
Science	Chemistry in the Community	Kendall-Hunt	Yes	30
Science	Conceptual Physics 2 nd Edition	Addison-Hunt	Yes	35
Science	Human Anatomy and Physiology	WCB	Yes	28
Science	Life Science TWE 9 th Edition	Merrill	Yes	35
Science	Health	Holt, Rinehart & Winston	Yes	28

Economics	Intro to Economics	EMC	Yes	30
Economics	Learning for Earning	Goodheart Willcox	Yes	45
Economics	Principles and Problems	Merrill Physics	Yes	35

English	Literature Platinum 10	Prentice Hall	Yes	28
English	Literature 11 American Exp.	Prentice Hall	Yes	28
English	Literature British Tradition 12	Prentice Hall	Yes	30
English	Literature Copper 6	Prentice Hall	Yes	30
English	Literature Silver 8	Prentice Hall	Yes	35

English	Literature 9	Prentice Hall	Yes	30
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Subject	Text Name	Publisher	Standards Based	Number of Books
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Subject	Text Name	Publisher	Standards Based	Number of Books
Fine Art	Spanish for Mastery	DC Health	Yes	29
Fine Art	Spanish for Mastery	DC Health	Yes	29
Fine Art	Speech for Effective Communication	Holt, Rinehart & Winston	Yes	35

Elective	American Cinema/American Culture	MH	Yes	40
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Music	Meyer-Weber Piano	n/a	n/a	1
Music	Yamaha Keyboard	n/a	n/a	2
Music	Guitars	n/a	n/a	6
Music	Flutes	n/a	n/a	12
Music	Drums	n/a	n/a	2
Music	Electric Guitars	n/a	n/a	2
		n/a		
Learning Lab		n/a	n/a	40
Learning Lab		n/a	n/a	20

P.E.		n/a	n/a	4
P.E.		n/a	n/a	2

Detailed Course Descriptions

English

9th Grade

English will focus on World Studies and Humanities in the ninth grade. It combines English with World History. Two teachers will teach this two-period course. The class guides students to find relationships between English and History. Students are pushed to make connections with what they read, what they learn, and what they experience. World Studies focuses on critical thinking and literacy development and approaches units thematically. Students show their learning through culminating projects and public exhibitions, like mock trials and presentations for the community.

Beginning with African civilization and moving thematically to the present, students will participate in a variety of activities that show the interrelationship between world history, world cultures, and literature. This course in World History and Literature will be based on the California state frameworks in social studies and English. This course focuses on modern world history and literature, with a special emphasis on literacy, performance-based assessment, and culminating unit projects.

Western Literature (10th Grade)

The 10th grade English offering will focus on the literature of the western world. Students read works from the Bible, Ancient Greeks, Shakespeare, and more contemporary writers.

American Literature (11th Grade)

American Literature is the eleventh grade English course. This class guides students to use literature, poetry, and non-fiction to gain insights into the development of an American identity, culture, and the complex issues that arise from that. American Literature focuses on analysis, critical reading, extensive writing, and self-expression. The themes are approached thematically and students demonstrate mastery of our four School-wide Outcomes (Critical Thinking, Communication, Personal Responsibility, and Social Responsibility), through culminating projects, papers, formal presentations, and exhibitions.

English Literature (12th Grade)

This course is designed to prepare students for college-level English courses and, as such, places a strong emphasis on reading a variety of literary genres, including classical and/or contemporary works. As important, the course focuses on essay writing skills and provides students with an opportunity to write from various modes and organizational patterns: expository, descriptive, narrative, and persuasive. In addition, students will make literary analyses, compose poetry and fiction, and complete short research projects. Literature for this course will come from a variety of fiction, poetry, and drama from a global/cross-cultural perspective. Students will read, discuss, and take weekly quizzes on material from four novels.

Mathematics

The California Curriculum Standards, Grades 9-12, including content standards, learning expectations, accomplishments, and benchmarks will serve as the primary program for the school's curriculum. Additionally, staff will be guided by the following summary of the mathematics program.

The mathematics curriculum is based on basic computational and procedural skills, conceptual understanding, and problem solving from a web of mutually reinforcing elements in the curriculum.

There are several key components of the mathematics curriculum; assessment, instruction, instructional time, instructional resources, instructional grouping and scheduling, classroom management, professional development, administrative practices, and community involvement. In an effective and well-designed mathematics program, students move steadily from what they already know to a mastery of skills, knowledge, and understanding. Their thinking progresses from an ability to explain what they are doing, to an ability to justify how and why they are doing it, to a stage at which they can derive formal proofs. The quality of instruction is a key factor in developing student proficiency in mathematics.

Geometry

This course is designed to develop the geometric relationships and deductive strategies that can be used to solve a variety of real world and mathematics problems. The content will include, but not be limited to, geometric constructions, terminology and fundamental properties of geometry, deductive and inductive reasoning and their application to formal and informal proof, formulas pertaining to the measurement of plane and solid figures, coordinate geometry and transformations on the coordinate plane, exploration of geometric relationships such as parallelism, perpendicularity, congruence, and similarity, properties of circles, and right triangle trigonometry.

Algebra 1

This course is designed to develop the algebraic concepts and processes that can be used to solve a variety of real-world and mathematical problems. The content shall include, but not be limited to, structure and properties of the real number system, including rational and irrational numbers, exponents, square roots, radicals, absolute value, and scientific notation, varied means for analyzing and expressing patterns, relations, and functions including words, tables, sequences, graphs, and algebraic equations, variables, algebraic expressions, polynomials, and operations with polynomials, coordinate geometry and graphing equations and inequalities, data analysis concepts and techniques including introductory statistics and probability, and varied solutions strategies for inequalities, linear and quadratic equations, and for systems of equations.

Algebra 2

This course is designed to continue the study of the structure of algebra and to provide the foundation for applying these skills to other mathematical and scientific fields. Topics shall include, but not be limited to, structure and properties of the complex number system, arithmetic and geometric sequences and series, relations, functions, and graphs extended to polynomial, exponential, and logarithmic functions, varied solution strategies for linear equations,

inequalities, and systems of equations and inequalities, varied solution strategies, including the quadratic formula, for quadratic equations, conic sections and their applications, data analysis, including measures of central tendency and dispersion, and probability, permutations, and combinations.

Calculus

This course provides an introduction to the calculus concepts of differentiation and integration by way of application and is designed for engineering technology students. Topics include limits, slope, derivatives, related rates, areas, integrals, and applications. Upon completion, students should be able to demonstrate an understanding of the use of calculus and technology to solve problems and to analyze and communicate results.

Science

The California Curriculum Standards, Grades 9-12, including content standards, learning expectations, accomplishments, and benchmarks will serve as the primary program for the school's curriculum. Additionally, staff will be guided by the following summary of science program.

Biology

This college prep course covers a wide range of topics on the study of life ranging from the cell and genetics to invertebrate animals and human systems. During the year, students will explore the field of biology in an inquiry-based environment. Lab activities are common as students are challenged to explore, to design and carry out experiments, and to understand difficult concepts through creative and interactive activities. Students will leave this course not only with a solid understanding of biology, but also with the study skills needed to succeed in any other science course.

Physics

Physics introduces and explores the topics of mechanics, thermodynamics, optics, waves, and electromagnetism. This course uses algebra, trigonometry, and geometry to solve complex problems in physics. Students will continue their study of some of the major unifying themes of science. These include Systems, orders, and organization; Evidence, models, and explanation; Change, constancy, and measurement; Evolution and equilibrium; and Form and function. Students will develop (1) the ability to do scientific inquiry, (2) an understanding of atoms and matter, motions and forces, conservation of energy and increase in disorder, and interactions of energy and matter, and (3) an understanding of science as the nature of scientific knowledge and historical perspectives.

Chemistry

Chemistry focuses on providing students with chemistry content, skills, and lab expertise. After completing either Integrated or Honors Chemistry, students should be prepared to take a first level university course in chemistry or other basic sciences. In order to provide students with many authentic and relevant connections to chemistry, there is a heavy focus on laboratory work, and solving chemistry problems connected to the real world. Both sections give students significant practice in communicating scientifically, critically analyzing ideas in chemistry, and integrating math concepts in chemistry.

Social Studies/History

The California Curriculum Standards, Grades 9-12, including content standards, learning expectations, accomplishments, and benchmarks will serve as the primary program for the school's curriculum. Additionally, staff will be guided by the following summary of social studies program.

The Social Studies curriculum will be taught through themes that value the individual and the contributions of all people. This process promotes an appreciation of each student's heritage and links those heritages to school and community; it further links to roots in the broader world.

Each student will study the dynamics of local human communities, and how the students can set the pattern for their relationships in society and as a member of the world family. They will learn the value of fairness, effective communication, and non-violence. Through discussions and role-playing they will experience examples of unfairness, injustice, lack of or unwillingness to communicate/negotiate, and how it results in violence. Students will learn how their behavior affects the whole environment. They will explore the heritage of the past, and understand the impact it has had upon humanity, and project its impact upon the future.

Teachers will connect students to the broader world through guest speakers, television, radio, the news, pen pals, magazines, and interactive telecommunications via telephones and computers. They will be able to compare their development of ideas with peers in other parts of America and across the world. Students will read about and listen to the viewpoints of others, and how they compare and contrast their own beliefs and understanding, and how this all relates to the known truth. Students will learn that there are multiple viewpoints on social issues and will learn to question and evaluate different perspectives. They will learn how events and people are connected to one another and why the tools of map reading, globes, etc. are essential to understanding and evaluating our surrounding world and ourselves.

World Studies (9th Grade)

World Studies is the ninth grade Humanities course. It combines English with World History. Two teachers teach this two-period course. The class guides students to find relationships between English and History. Students are pushed to make connections with what they read, what they learn, and what they experience. World Studies focuses on critical thinking and literacy development and approaches units thematically. Students show their learning through culminating projects and public exhibitions, like mock trials and presentations for the community. Beginning with African civilization and moving thematically to the present, students will participate in a variety of activities that show the interrelationship between world history, world cultures, and literature. This course in World History and Literature will be based on the California state frameworks in social studies and English. This course focuses on modern world history and literature, with a special emphasis on literacy, performance-based assessment, and culminating unit projects.

North American History (11th Grade)

U. S. History is the eleventh grade history course. The class takes a thematic, integrated approach to studying the history of the United States. The themes are organized around the four

School-wide Outcomes (Critical Thinking, Communication, Personal Responsibility and Social Responsibility), through culminating projects, papers, formal presentations, and exhibitions. The course is divided into units, each examining themes such as immigration, racism, role of technology in shaping American history and identity, U. S. foreign policy, gender and sexual identity, and studying history through the arts. Through the lens of these themes, the course covers major historical events since the Civil War. The course guides students in using a variety of texts, with an emphasis on primary resources, in order to gain insights into the development of American identity, culture, and the complex issues that arise from that.

Spanish

Spanish 1-5 Spanish 1 is an introductory language course. Students will learn how to speak, read, and write Spanish. In Spanish 2, students are expected to be able to communicate in an oral and written way with more complex vocabulary and sentences than Spanish 1 and to read a full story or a very basic short novel. This class is taught using the text *Buen Viaje*. Other methods of instruction include songs, rhymes, CD-ROM, visuals related to the subject, instructional videos and some movies either dubbed or from any of the Spanish speaking countries. Topics of study will include verb conjugation in the past tense, past tense irregular, imperfect verbs, past imperfect, future tense, and passive voice. In addition, direct object pronouns, superlative, and the subjunctive will be covered. Spanish 3 is an intermediate course aimed at students who already have a basic foundation in Spanish but would like to accelerate the pace of language acquisition by learning more advanced grammar, and improved verbal and written communication. Special emphasis will be placed on oral communicative strategies, class presentations, grammar, proper verbal usage, conjugations, creative dialogues, descriptive exercises, essays, and word definitions. Spanish 4, 5 and other classes advanced classes are for fluent and/or native speakers and will be considered and offered depending on student need.

Art

Fine Arts I is a year long survey course for the 11th grade, alternating introductory studio art assignments and portfolios with written assignments and exams. Assignments are designed to build a strong core of knowledge and appreciation both making art and placing art in a historical critical context. The goal is to apply one's artistic, creative/critical thinking skills to the world at large, both visually and verbally. By the time they complete the course, students are expected to demonstrate their knowledge and skills in the use of the basic materials, techniques and intellectual methods of visual art, including such items as drawing, painting, collage, sculpting and photography. They should have the ability to define and solve artistic problems with insight, reason, and technical proficiency.

