

**Peacemaker Leadership Academy
A Charter School Proposal**

Legislative File

File ID No. 08-0326

Introduction Date 2/13/08

Enactment No. 1

Enactment Date _____

By _____

Prepared in compliance with the terms, conditions, and requirements of A.B. 544- The Charter Schools Act and the No Child Left Behind Act (NCLB).

Submitted in cooperation with the parents, teachers, staff, community leaders, and other concerned citizens of Oakland, California.

Table of Contents

Narrative

I. Founding Group	1
II. Educational Philosophy and Program	
Mission.....	2
Educational Philosophy.....	2
Students to be Served.....	2
Curriculum and Instructional Design.....	3
Plan for Students who are Academically Low Achieving	6
Plan for Students who are Academically High Achieving.....	7
Plan for English Learners.....	7
Plan for Special Education.....	7
III. Measurable Student Outcomes and Other Uses of Data	
Measurable Student Outcomes	10
Academic Performance Index	10
Methods of Assessment	10
Use and Reporting of Data.....	11
IV. Governance Structure.....	12
V. Human Resources	
Qualifications of School Employees.....	14
Compensation and Benefits.....	17
Employee Representation.....	17
Rights of School District Employees.....	18
Health and Safety.....	18
Dispute Resolution.....	19
VI. Student Admissions, Attendance, and Suspension/Expulsion Policies	
Student Admission Policies and Procedures	21
Non-Discrimination	21
Public School Attendance Alternatives.....	22
Suspension/Expulsion Procedures	22
VII. Financial Planning, Reporting, and Accountability	
Budgets.....	24
Financial Reporting.....	24
Insurance	24
Administrative Services	25
Facilities	25
Transportation.....	25
Audits	25
Closure Protocol	26
School Management Contracts.....	26
VIII. Impact on the Charter Authorizer	28
Assurances.....	29
Articles of Incorporation.....	30
Tax Exempt Certification.....	32
Organization Chart.....	33

Appendixes	
Appendix A Founder Team Resumes and Teacher Supporters	34
Appendix B EdFutures Information and Agreement.....	52
Appendix C Core Curriculum/Grade 2	82
Appendix D Budget	83
Appendix E Budget Notes.....	86
Appendix F Cash Flow	88
Appendix G EdFutures Annual Report and Financial Statement.....	95

I. FOUNDING GROUP

Peacemakers, Inc., the Founding Team, is comprised of a dedicated group of individuals from various backgrounds including public education and the business community. Though each member brings a unique blend of professional and personal history to the group, all share a common goal: to provide a learning environment that will allow our children to reach their highest academic and social heights.

The circumstance that brought Peacemakers together to form this charter school was their desire to increase academic performance while supporting the development of children socially and emotionally. While they have conducted a successful mentoring program in partnership with the Oakland Unified School District, they concluded that the regular public schools might not be equipped to develop constructive behavior and academic success for many of its highly at-risk students. Consequently, they resolved to take the option provided by the charter schools act, make a positive difference in the community, and give parents and students a choice of school enrollment. The planned charter school is intended to focus on improving pupil learning, which is the state's legislative intent of the charter schools act.

The founding team members are as follows and resumes appear in Appendix A:

Henry "Hank" Roberts, Founder/Chairman Of Peacemakers, Inc. and Community Activist. (Proposed Charter School Board Member)

Marlin Foxworth, Ph.D., Educator. (Proposed Key Staff of the Charter School)

Esther ("Eve") Purvis, President of Mind Set Consultant Company and Parent.

Dr. Connie Potero, Family Counseling Therapist, Peralta Community College.

Walter Patrick, Engineer, Real Estate Broker and Parent.

A number of teachers have pledged their support for the school, and their signatures affirming their support appears in Appendix A

PARTNERSHIPS

Upon receiving the charter, the founders plan to partner with EdFutures, Inc., a Carlsbad, 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 under the direction of the Charter School 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.

II. EDUCATIONAL PHILOSOPHY AND PROGRAM

MISSION

The Peacemaker Leadership Academy Charter School (hereinafter Academy) will improve student learning by providing a mentored, structured, and monitored performance-oriented public school alternative, particularly for students in low performing schools.

The Academy will utilize a comprehension core curriculum to provide foundational mastery of the core subject areas: reading/language arts, writing, mathematics, science, and social studies. An interactive mentoring program designed to help identify and guide students toward their strengths and passions will enhance the core curriculum. Teachers will follow an instructional approach featuring Six Elements of High Quality Instruction (detailed in a subsequent section).

The Academy 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. Students who attend the school for a full year will achieve a year’s progress in reading and mathematics, and over the period of the charter, will meet or exceed state and national standards in core subjects (English/language arts, mathematics, science, and social studies) as measured by state-required assessments.

EDUCATIONAL PHILOSOPHY

The Academy will be located in a community with a large number of students falling below proficiency standards in core subjects. The students to be served are primarily defined as children of parents/legal guardians who reside within the local education agency and low performing students that reside outside the LEA.

With the alarming population of high school dropouts and decreasing minority student enrollment in college, the Academy will strive to positively effect change by implementing a mentor network. This network will encourage and assist students and parents with identifying future educational goals and provide information to help move students closer to their goals, one year at a time.

An *Educated Person* and the intended product of the Academy is a young boy or girl who has achieved sufficient literacy skills that allow him/her to be independent and successful in today’s modern, complex, and technological society. Furthermore, such a person is prepared to continue learning independently and in structured educational environments including higher-level academic and technical institutions.

Consistent with the design of the Academy, learning best occurs as a combination of direct intervention with children under the tutelage of professional educators and mentors 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.

For the first year the school will serve a minimum of 248 students Grades K-5. Each year the school will expand one grade until the school serves Grade K-8. If parents/guardians in the community insist that their children in Grades 7 and 8 be served earlier than Year 3, the school will be expanded accordingly.

The instructional approach is intended to foster self-motivation and will use intrinsic rewards and role models to achieve that goal. With the emphasis on performance-based learning, students will emerge from the school as competent as measured by state and national tests. With self-motivation and competency, students will be lifelong learners.

HIGH SCHOOL PROGRAMS

NOT APPLICABLE. The school will serve Grades K-8.

STUDENTS TO BE SERVED

The first year, the school will serve a minimum of 248 students Grades K-5. Each year the school will expand one grade until the school serves Grade K-8. If parents/guardians in the community insist that their children in Grades 7 and 8 be served earlier than Year 3, the school will be expanded accordingly.

Proposed Grade Levels & Total Student Enrollment

Grade/Year	FY09	FY10	FY11	FY12	FY13
K	40	40	40	40	40
1	40	40	40	40	40

2	40	40	40	40	40
3	40	40	40	40	40
4	44	44	44	44	44
5	44	44	44	44	44
6	-	44	44	44	44
7	-	-	44	44	44
8	-	-	-	44	44
Total	248	292	336	380	380

CURRICULUM AND INSTRUCTIONAL DESIGN

Appendix C contains a Grade 2 Core Curriculum. A full curriculum will be submitted prior to the opening of school.

Teaching and Classroom Instructional Methods

In addition to implementing the California Curriculum Standards and using nationally published materials that support the curriculum, teachers will be expected to implement components of high quality instruction. Experience and research have demonstrated that effective delivery of instruction is critical to student learning and ultimately performance results. To ensure that the curriculum is effective, all EdFutures' teachers implement Six Elements of High Quality Instruction (described in detail below). Each of these strategies is tied to effective schools and education research, and teachers undergo training and on-going professional development so they fully understand and develop skills in using them.

Six Elements of High Quality Instruction

Teacher Expectations: Teachers will be selected for their belief and commitment to the fact that all children, regardless of background, exposure, socio-economic conditions, can and will learn. K Cotton, 2001, in NREL's *School Improvement Research Series* reviews 46 research documents (primary and secondary sources) on the evidence about the relationship between expectations and student outcomes. Furthermore, high expectations are cited at or near the top of essential elements of effective schools. Low achieving schools generally view students as having limited ability and teacher expectations can and do affect students' achievement and attitudes, high-expectation students achieve at or near their potential, but low-expectation students will not gain as much as they could have gained if taught differently (Good 1987, p. 33). Throughout instruction, teachers will 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 will be for all students. In support of this model, teachers will post student that is in final form and graded with comments. Furthermore, scoring rubrics will accompany the products so that students and parents clearly understand high expectations.

Higher Level Thinking: Teachers will be expected to understand cognitive levels and focus on advanced thinking levels such as analysis, synthesis, and evaluation. Most teacher questions are at lower levels (60%) (Reported by Marzano, Pikerling, Pollock 2001, ASCD *Classroom Instruction that Works*. P. 113). Consider that higher level questions produce more learning as reported by Redfield & Rousseau (1981, A Meta-analysis of experimental research on teacher questioning behavior. *Review of Educational Research*, 51(2), 237-245), and that the Title I Higher Order Thinking Skills Project, which emphasizes higher order thinking activities resulted in higher performance on standardized tests, both in reading and math (Pogrow. 1995. National Diffusion Network. *A revalidation of, the effectiveness, of the HOTS program*). Furthermore, 37 studies of the relationship between teachers' questioning behaviors and student achievement supports increases in higher cognitive questions (Cotton, K. 1989 Northwest Regional Educational Laboratory *Classroom Questioning, Close-up #5*). During instruction, teachers will self-monitor questioning strategies to ensure that higher-level questions are included and where possible, emphasized. Additionally, teachers will promote problem solving and critical thinking.

Meeting Individual Needs: Teachers will focus on understanding and meeting the individual needs of students. The biggest mistake in teaching has been to treat all children as if they were variants of the same individual, and thus to feel justified in teaching them the same subjects in the same ways (H Gardner, Siegel & Shaughnessy. 1994. Educating for understanding: A conversation with Howard Gardner. *Phi Delta Kappan*, 75(7), p. 564). In classrooms where individuals perform at a level of about 80% accuracy students learned more (Fisher, 1980 in Tomlinson & Allan. 2000. *Leadership for differentiating schools and classrooms*. Alexandria, VA: ASCD). Furthermore, Team Assisted Individualization, individualized instruction that incorporates cooperative learning groups, has been shown to increase student achievement

(Slavin. n.d. Center for Research on the Education of Students Placed at Risk, Johns Hopkins University *A Model of Effective Instruction*). To support meeting individual needs, diagnostic assessments as well as critical reviews of standardized assessment data will be reviewed and used to provide instruction that addresses deficits as well as challenges students. Teachers will precede instruction with informal assessments and provide differentiated material as needed.

Active Teaching: A key component of instruction will be minimizing lecture since lecturing often overloads and overwhelms students (Stronge. 2002. ASCD. *Qualities of Effective Teachers*. P 44). Teachers will be expected to serve as learning coaches or facilitators since it is well known that the effective teacher is one who coaches by providing clear instruction, assigning practice and offering feedback (Perkins, D. 1992. Free Press, *Smart Schools: Better Thinking and Learning for Every Child*). Instruction and questioning will be directed toward redirecting student thinking into understanding and analyzing peer responses. In all cases, teachers will be actively involved during instruct through small group interactions and project work.

Student Engagement: Instruction will begin with an engagement component such as a sponge, grabber, discrepant event, or ill-structured problem. This approach is critical to learning, as student engagement has been shown to be an important contributor to classroom success (Stronge. 2002 ASCD. *Qualities of Effective Teachers*. p. 48). To ensure success, teachers will make connections to prior learning. Activities will be meaningful and have real-world significance so that students see applications for concepts and skills. Students will be challenged through instruction that is regularly just above comfort level.

Instructional Groupings: Above all, instruction will stress group work and cooperative learning techniques as numerous studies have demonstrated the importance of adjusting groups often and moving students when achievement levels change (Cotton. 1995. Northwest Regional Educational Laboratory. *Effective Schooling Practices: A Research Synthesis*). Furthermore, effective teachers use a variety of grouping strategies, including cooperative grouping, flexible grouping, and ability grouping (Stronge. 2002. ASCD. *Qualities of Effective Teachers*. p. 58). Student groups will change during the day, month, and year, sometimes based on assessment data and other times based on informal teacher observations. Visitors to the classrooms will see individual, small-group, whole-group instruction.

In addition to High Quality Instruction, the following elements will be used to ensure that the needs of students are met and that staff has appropriate incentives and rewards.

Diagnostic Testing

All students will undergo diagnostic testing at the beginning of the year. Because reading is considered a gatekeeper skill, the focus is on reading. Two nationally normed reading tests are used: one focuses on skills and the other on reading level. Data from each are reviewed with teachers so they understand student weaknesses and provide the appropriate level reading material that fosters growth and appropriately challenges students. Other diagnostic tests are used, as needed.

Focused Instruction

Following diagnostic testing and review of other standardized performance data, EdFutures' teachers provide focused instruction to meet the individual needs of students. This instruction is conducted in a variety of ways including individual instruction, small group work, or project work. By focusing on the individual needs, students are more likely to benefit from class instruction and develop the skills needed to make progress.

High Performance Standards

EdFutures' schools establish aggressive performance standards. These standards include meeting Federal Adequate Yearly Progress (AYP), yearly improvement on California required tests, and incremental reading gains on two nationally normed tests (Gates MacGinitie Reading Test and Scholastic Reading Inventory).

Pay-for-Performance

As an incentive to teachers and to ensure the intensity and commitment needed to reach at-risk students, Teachers are provided with a Pay-for-Performance compensation plan. Salaries are adjusted based on the number of performance targets met and professional evaluations; teachers who meet all targets for their grade level and have high evaluations may receive a yearly salary adjustment that is as much as 2 percent over that of the charter school's district. Consequently, teachers have the opportunity to earn higher salaries than those of local district teachers.

Summary

The instructional approach is based on practices that have been shown to result in high performance. This combination of practices, coupled with aggressive support and monitoring by EdFutures' staff, makes EdFutures' schools capable of achieving high student performance.

School Curriculum

The curriculum has been designed to meet or exceed the California Curriculum Standards as well as comply with the federal mandate specified in No Child Left Behind. In addition, up-to-date textbook materials, published ancillary resources, and Internet learning sites will challenge students and make real-world connections to instruction. Furthermore, the instructional program is designed to meet the needs of students, provide developmentally appropriate challenges, and support personal growth through mentoring.

The California Curriculum Standards, Grades K-8, 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 summaries.

Language Arts

The development of literacy and language skills is the foundation for communication and the basis for acquiring further knowledge through inquiry, research, and comprehension. The Language Arts Curriculum focuses on reading, writing, speaking, listening, and viewing. The guiding principles stress the importance of a balanced, comprehensive program. Balanced is defined as the strategic selection and scheduling of instruction to insure that students meet or exceed those standards, and comprehensive is defined as the inclusion of all content standards. The development of literacy will foster a love of learning to read and in turn, the competency of reading to learn. Students will develop a desire for interpreting and comprehending the written word.

A comprehensive program ensures that students learn to read and write, comprehend and compose, appreciate and analyze, and perform and enjoy the language arts. They will spend time immersed in high-quality literature and work with expository text, learn foundational skills in the alphabetic writing system, and study real books. A comprehensive program ensures that students master foundational skills as a gateway to using all forms of language as tools for thinking, learning, and communicating.

Mathematics

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.

The curriculum will be carried out in classrooms where asking questions, raising ideas, observing, measuring, working with objects and numbers are a natural part of daily instruction. Teachers will provide students with problems that are connected to their lives. Mathematics knowledge develops in large part from concrete experiences a child has, the greater the foundation for transitioning and connecting to concepts and facts as children only gradually develop the ability to represent concrete experiences more abstractly with thought, words and symbols. They will benefit in cognitive development from continuing to connect concrete, real-life experiences with abstract ideas. Technology will be integrated into the mathematics curriculum through in-class use of computers and calculators. Students will become familiar with using technology as another resource to solve problems. This sequence is based on recommendations made by the National Council Teachers of Mathematics.

Science

Understanding science is the way to understand the natural world. Children are natural inventors and explorers, therefore natural scientists. The science curriculum will engage students in hands-on experimentation where they discover the power of science and technology and develop the ability to reason. They will be given the opportunity to use their natural instincts to enhance their scientific learning.

Students of all races and ethnic backgrounds can attain scientific literacy including female and male students and students from different economic levels. The presentation of science learning will carefully scrutinize material and pedagogy to insure that all students have a successful introductory educational experience in science.

Students should be able to state a problem, propose a solution, implement a strategy, and evaluate the results; the teacher will act as a facilitator in developing this method of learning. Tasks will be designed to give every student a sense of accomplishment, to challenge their upper reaches of scientific understanding, and to provide a window for assessing each student's thinking.

Social Studies

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.

School Curriculum Meets State Standards

As described above, the school's core curriculum will be comprised of the California Curriculum Standards as the primary source of the school's curriculum. However, other published programs designed to meet the needs and desires of the community will enhance the program. These programs include approved textbook series that correlate with the California Curriculum Standards as well as programs in character education; service learning; and enrichment for art, music, and physical education. Since the school will participate in statewide testing and will comply with local and state performance tests, the school's curriculum is expected to meet state standards.

Leadership Program

In addition to the standards-based academic curriculum, the school will conduct leadership development activities consistent with the vision of the school and as an additional strategy to promote a culture of performance. The program will consist of regular leadership activities designed to help students take ownership of their own learning and accept responsibility for helping others. Weekly sessions will focus on self-motivation, commitment to learning, setting goals, developing and using action plans, leadership laws (trust, respect, ideals, values, sacrifice, service, effectiveness), and essential behaviors (add value, know yourself, know and help others, evaluation, set clear goals and priorities, follow through, interactive skills). Group discussions and sharing, as well as reflections on behavior and personal actions will precede group projects that allow students to practice leadership. Speakers will be invited to share personal stories and experiences and serve as mentors for students.

PLAN FOR STUDENTS WHO ARE ACADEMICALLY LOW ACHIEVING

While the Academy will provide students with instruction in all subjects, for those students who are low achieving, specific focus will be directed in reading, a gatekeeper subject. The reading program will be part of a comprehensive and balanced reading/English language arts program consisting of whole language, phonics, grammar, spelling, creative and expository writing, and narrative and expository reading. A precursor of instruction and an on-going component will be diagnosis and assessment. All students will undergo diagnostic testing using instruments such as the Gates-MacGinitie Reading Test and other 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. Consequently, teachers will provide small group instruction designed to address deficits and build skills

that promote reading achievement. Small and large group instruction will be used to accelerate students so that they gain competency at higher reading levels. Furthermore, the Scholastic Reading Inventory will be used to determine Lexile levels for each child. These data will allow teachers to select text materials at levels where students reading at lower levels can be successful. Teachers can also strategically select appropriately challenging materials that push students toward more advanced skills without being overly difficult and frustrating students. The overall approach to helping lower level reading students is to assess, provide focused instruction, reassess, remediate as needed, and challenge students toward advanced proficiency.

PLAN FOR STUDENTS WHO ARE ACADEMICALLY HIGH ACHIEVING

The Academy 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, meeting individual needs, and instructional groupings 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 Gates-MacGinitie Reading Test and 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 literacy circles, higher order techniques such as questioning the author, and student-led book discussions. 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. As needed, an ESOL teacher will be on staff to provide assistance to classroom teachers with ESOL students for Levels 1-3. Level 4-5 students will remain with the homeroom teacher during the Reading/Language Arts block. Teachers with LEP students in their class will use alternate teaching strategies to service LEP students within the classroom. Support services may include supplementary English as a second language instruction in addition to instruction normally occurring during a literacy and language arts block. Since the school will use an inclusion model, 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.

In accordance with the law, the school will not exclude LEP students from curricular and extracurricular activities in school because of their inability to speak and understand the language of instruction. The school will not assign national origin minority students to classes for the disabled because of their lack of English skills.

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
- nondiscriminatory 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 child regardless of any educational handicap. It is the goal of Good Schools for All charter schools to meet the educational needs of every child in every classroom and to minimize the need for special education services. This ultimately gives the Charter School more latitude of response in meeting all students' needs.

If the Individual Student Plan is not meeting the educational needs of the child, and the teacher or teachers have met with the parents and instituted classroom modification, the child should be referred to the Student Study Team, comprised of the Principal, counseling service coordinator 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 child 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 child 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 teachers, 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 child. 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, collaborative learning groups, in-class support and pull-out support on an individual or group 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.

III. MEASURABLE STUDENT OUTCOMES AND OTHER USES OF DATA

MEASUREABLE STUDENT OUTCOMES

- Meet or exceed federal AYP as measured by the California State Accountability Program year of the school’s operation and for a period of 5 years.
- Improve performance on the STAR Reading Test and the CAT6 Standardized Test by 1 percentage point each year (Grades 3-8) in each subtest. Grades 3-8 will serve as verifiable performance criteria for charter evaluation/renewal. Grades 1-2 will not be used for charter evaluation/renewal but will be used for personnel evaluations and salary adjustment calculations.
- One year’s Grade-Equivalent growth on the Gates MacGinitie Reading Test for each student on a yearly basis from September to May assessment.
- Yearly Lexile growth on the Scholastic Reading Inventory (100 Lexile growth on a yearly basis for Grades K-5 from September to May assessment and 50 Lexile growth on a yearly basis for Grades 6-8 from September to May assessment).

ACADEMIC PERFORMANCE INDEX

The school is committed to attaining Academic Performance Index (API) growth targets. Under the direction of the principal and EdFutures’ program director and director of teacher training and development, a wide variety of data will be used to make decisions regarding instruction designed to attain API. STAR performance data as well as fall diagnostic data from Gates MacGinitie Reading Test and Scholastic Reading Inventory will be reviewed and analyzed to identify strengths and weaknesses of students. Teachers will be expected to provide appropriate instruction that addresses weaknesses as well as challenges advanced students. Furthermore, school leadership staff will monitor growth and, where needed, institute mid-course corrections such as additional assessment, tutoring, focused instruction, and parent involvement and support.

METHOD(S) OF ASSESSMENT

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

A multifaceted assessment plan will be used to evaluate student performance in the core academic areas. These assessments will include, but not limited to the following:

Month	Grade	Test
September	2-8	STAR Reading Test
September	K-8	Gates MacGinitie Reading Test (pre-test)
September	K-8	Scott Foresman California Mathematics Beginning Year Inventory
September	1-8	Scholastic Reading Inventory (pre-test)
February	3-8	Saxon Math Assessment
February	K-8	Slauson (San Diego Quick) Reading Word List Assessment
Spring	2-8	STAR Reading Assessment
May	2-8	CAT6 Mandated Standardized State Testing
May	5,7	CAT6 Writing Assessment
May	K-8	Gates MacGinitie Reading Test (post-test)
May	1-8	Scholastic Reading Inventory (post-test)

Collection of Performance Data

Each student will be assessed at the beginning of the school year using the STAR Reading Test, Gates MacGinitie 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.

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 child(ren)’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, Charter School Board, district 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 Charter School Board, the district, and the California State Board of Education in an annual report, consistent with local and state requirements.

USE AND REPORTING OF DATA

Student evaluation data will be carefully analyzed on a regular 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. These 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 child's progress and of the specific learning needs that they can help to address. As parents are informed 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.

IV. GOVERNANCE STRUCTURE

Governance

The Academy will be governed by Peacemakers, Inc., a California non-profit and 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 Peacemakers Charter Board will have three - seven members. The board 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 children and for the improvement of education. The members of the Board 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 each candidate's curriculum 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 child (ren). After the first year, the parent representative will be elected annually. The school will be administered in a nonsectarian manner.

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

The Board will provide leadership and direction for the school, participate in school development activities, and promote awareness of the school's new educational opportunities among local families, civic and political leaders, and the media. The Board 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 The Academy. Specifically the Board will:

- Review 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 member orientation, ongoing education, and leadership succession planning
- Assure compliance with applicable laws and regulations and minimize 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

The school will appoint at least three working committees:

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 School Director.
- Support recruiting efforts for all staff positions (e.g., identify candidates, provide feedback and references).

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.

Evidence of incorporation for the founding group appears at the end of this petition.

V. HUMAN RESOURCES

QUALIFICATIONS OF SCHOOL EMPLOYEES

All professional staff (administrators and teachers) will be required to have state certification appropriate to their positions and meet the minimum requirements for licensure as defined by the state board of education. Prospective employees 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.

Selection and appointment of staff members shall be the exclusive prerogative of the Principal, subject to approval by the Charter Board or its appointed human resources representative. Persons who work at the charter school shall be selected, employed, and released by the charter school which will set the terms and conditions of employment. The school will not discriminate against any applicant on the basis of his/her race, creed, color, national origin, age, gender, disability, or any other basis prohibited by law. All requirements for employment set forth in applicable provisions of law will be met, including, but not limited to credentials, as necessary. [Ref. Criteria for Review; CCR-5, §11967.5.1(f)(5)]

Principal (Key Staff)

The Principal should possess leadership abilities and a comprehensive educational vision that is consistent with the school's mission and educational program. In addition, the Principal should possess skills in hiring and supervising excellent teachers, technological and data-analysis experience, and if possible, business experience. Experience in a school serving a high-risk population, including minority children in the inner city, is required.

Principal

Qualifications: State Principal Certification and/or Master's Degree
Experience: Minimum, three years successful administrative; Minimum five year's successful classroom teaching experience

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 children 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

- Unshakable belief that children 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/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

Teacher (Key Staff)

The most important qualifications for our teachers are: (1) caring about our students; (2) familiarity with or willingness to be trained in the school's curriculum sequence and learning styles; (3) ability to demonstrate effectiveness in teaching, preferably in a culturally diverse setting; and (4) a willingness to work hard and to take responsibility and exercise leadership for the school as a whole.

Reports to: Principal
 Qualifications: Bachelor's degree and State Certification/license as defined by the state board of education. Subject to background checks, conducted in a manner consistent with the law, prior to hiring. If assigned to work with special education and related services or bilingual education, state certification in area of assignment.

Responsibilities:

- Accountable for designing, implementing, and monitoring the learning experiences of each student and class.
- Provide comprehensive instruction consistent with state curriculum standards
- 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.
- Analyze data from assessments of student work to determine which teaching strategies need to be expanded and which need to be replaced by more effective ones.
- Work collaboratively with school staff, students, parents, and community partners and responsible for communicating regularly with parents.
- All staff must meet and maintain the behavior established in the charter school's Code of Ethics.
- 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 that motivates students to adhere to high standards of conduct.
- Knowledge of urban children 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.

Special Education Teacher (Key Staff)

Reports to: Principal
 Qualifications: Bachelors degree/certification as Special Ed. Teacher
 Minimum Requirements: Special Education teachers need to comply with all Federal and State laws regarding students with disabilities.

Responsibilities:

- Uses appropriate assessments to screen students in need of special education services and support.
- Plans and monitors implementation of individualized educational programs (IEPs) for students identified with special learning needs.
- Provides individualized and small group instruction according to student IEPs.
- 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.
- Other duties, as assigned

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.

Administrative Assistant (Key Staff)

Reports to: Principal

Qualifications: Bachelor's degree (B. A.) from four-year college or university; 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 details
- 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

Paraprofessional

Reports to: Teachers as assigned and Principal

Qualifications: Minimum requirements:

High School Diploma and two years of college, Associate's degree (Preferred); written and oral communications skills; ability to work closely with young children (both individually and in small groups); some proficiency with computer technology. Subject to background checks, conducted in a manner consistent with the law, prior to hiring.

Responsibilities:

- Assist in the implementing and monitoring of learning experiences of each student and class as prepared by teachers.
- Work collaboratively with students, staff, parents, and community partners.
- Support the emotional and social growth of young children by assisting them in developing caring interaction skills.
- Learn and apply a variety of assessment mechanisms.
- Work with a flexible schedule.
- Infuse technology into instruction and assessment and participate in training needed to acquire the skills to carry out these functions.
- Perform other duties and responsibilities, as assigned.

COMPENSATION AND BENEFITS

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. 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.

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.

Certificated, 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

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.

HEALTH AND SAFETY

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.

DISPUTE RESOLUTION

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.

Dispute Resolution

In the event a complaint emerges that cannot be resolved by the school principal informally, the Charter School Board will follow the Complaint and Grievance Procedure as follows:

General Information

It is the desire of this Board that any complaints arising in the school be resolved fairly and promptly. Prior to the initiation of a grievance, the parent, employee, or community member should discuss the dispute with the principal in an attempt to resolve the problem. Many issues can be resolved through open discussion between the parties involved. When such discussions are in progress, the written grievance must be initiated within ten (10) days of the event which formed the basis of the dispute or from the date that the person was made aware of the incident; there shall be no more than five (5) days between the date that the person receives the decision at any level and the appeal to the next level. In situations where dispute resolution has not been successful, the school administers the grievance procedure. Only certain types of grievances, however, will qualify for review by the Advisory Grievance Committee. The grievance procedure has strict rules that must be followed by all parties. The Advisory Grievance Committee shall be comprised of three Charter School Board members: Chair (or designee), secretary, and parent representative. A grievance may be withdrawn or concluded at anytime by the person who initiated the grievance.

Grievance Definition

A grievance is defined as a dispute, difference, disagreement, or complaint between parties related to wages, hours, and conditions of employment. A parent may also initiate a grievance if he/she feels that the principal has in some way violated a policy or the rights of his/her child as they relate to the school's Student Code of Conduct. The grievance process should be reserved for employees, staff members, and administrators or parents who have legitimate complaints with the principal. Complaints filed by parents against teachers or staff should be referred to the principal and not the Advisory Grievance Committee.

Stages of the Grievance Procedure

The grievance procedure will contain three resolution steps:

First Resolution Step:

A person must initiate a grievance on a fully completed Grievance Form. The form must state the claim, detailed statement of the facts in support of the claim, and the relief requested. Attachments may be used.

The form is then given or mailed to the principal within ten (10) calendar days of the date that the event occurred or from the date that the person was first made aware of the incident. A copy must also be submitted to the Advisory Grievance Committee.

In certain instances, the principal may not be the first step respondent. This would apply in cases where the person is concerned about possible retaliation. In these cases, the grievance may be submitted directly to the Charter School Board, which then becomes the 1st step respondent. The Board would assign the resolution to the Operations manager, who would follow the Step One procedure.

Upon receiving the completed grievance form, the principal will respond by holding a conference within five (5) working days of the request. In any such discussion, the principal shall have authority to settle the grievance by providing a solution to which the person agrees. The person likewise shall have authority to settle or withdrew the grievance in whole or in part.

If no resolution is reached as a result of such discussion, the principal shall render a decision orally stating the reasons for the decision. The principal's decision should be stated during this discussion, if possible, but in no event shall it be given to the grievant later than five (5) working days after the initial conference, unless the parties agree in writing to extend the five (5) day period. Within five (5) working days after the principal's decision, the principal shall list his/her response on the grievance form, sign and date the form as the first step respondent, and return it to the grievant for their signature. The person has two options at this point:

- Conclude the grievance by accepting the principal's decision and returning the form to the Advisory Grievance Committee.
- Appeal this decision and advance the grievance to the second step within five (5) calendar days.

Second Resolution Step:

An appeal of the decision reached in Step One can be initiated by submitting a copy of the completed grievance form and the response given by the first step respondent (principal) to the Advisory Grievance Committee no later than five (5) days after receiving the Step One written decision.

The Charter Board Chairman will assign the resolution of the grievance to the Operations Manager who will meet with the person as expeditiously as possible, but no later than five (5) days following receipt of the Step 1 appeal unless the parties agree upon a later date. The Operations Manager shall have authority to grant or settle the grievance in whole or in part by providing a solution to which the person agrees. The grievant shall also have the authority to settle or withdraw the grievance as a result of discussions or compromise in this step.

If no resolution is reached at this level, The Operations Manager shall provide its written response within five (5) days of its meeting with the grievant, sign the grievance form as the second step respondent and return it to the parent for signature. The person has two options:

- To accept the decision and thereby conclude the grievance and return it to the Advisory Grievance Committee.
- To advance the grievance to the third step, the Advisory Grievance Committee

Third and Final Resolution Step:

The Advisory Grievance Committee shall convene as necessary to review filed complaints and to render and enforce final decisions regarding such complaints. The final decision will be communicated to the parent within five (5) working days of receiving the response.

In all phases of the grievance process, it is the responsibility of the parent to sign the grievance form and have it delivered to the proper person and to forward a copy to the Advisory Grievance Committee. Additionally, respondents at all levels must adhere to the five (5) day rule. If this is not done, there can be no effective resolution of problems in a timely manner.

VI. STUDENT ADMISSIONS, ATTENDANCE, AND SUSPENSION/ EXPULSION POLICIES

STUDENT ADMISSION POLICIES AND PROCEDURES

Because the school will be a public school committed to equal opportunity, the School will be non-sectarian and employ no admissions exams or special admissions requirements. Admission to shall be open to all district residents on a non-discriminatory basis without regard to race, color, national origin, disability, creed, sex, ethnicity, behavior, age, ancestry, and proficiency in English language. [Ref. California Education Code §47605(b)(5)(G) and Criteria for Review; CCR-5, §11967.5.1(f)(7)]

The school will be a school of choice and will be promoted immediately after the charter is awarded. The application deadline will be established as May 21 giving parents sufficient time to consider their choice to enroll. Letters of acceptance will be mailed to parents during mid-May.

March – July	Student enrollment period and media ads appear, as needed 1 st Phase closes May 21 2 nd Phase continues through August
May 28	Lottery, if needed

Once the deadline passes, staff will analyze the number of applicants for the grade level openings and verify that all applicants reside in the district. All students who qualify (do not exceed the grade-level maximum and live within the district) will be sent a letter indicating they have been accepted for enrollment. Parents will be given two weeks to accept enrollment in writing. For students who apply for a grade level to which there is excess of capacity, a lottery will be held to select students and establish an ordered waiting list by grade level. The waiting list will be used to offer admission, as needed, throughout the year.

The lottery will be conducted by the administration of the school including the principal, a teacher, and the administrative secretary. Other participants will include a member of the Charter School Board, a representative from the school system, and representatives from local community organizations and agencies. The lottery will follow a process whereby all students who apply for enrollment in excess of grade-level capacity will be recorded on individual slips of paper (name, grade, other siblings who apply and their grade levels). The lottery committee will select names from covered grade-level boxes that will then be recorded in order. Students who are selected up to the grade-level capacity will be sent a letter of acceptance and other students will be recorded on a waiting list. Siblings of lottery-selected students will be automatically selected to ensure that the needs of families to attend the school are met. Children of the school's founders will not receive preference for attendance.

During May of each year, parents will be sent a letter requesting that they announce their intention to return to the school for the next year. Parents who respond in writing before the last day of school will have spaces reserved for their children. After that date, new and returning students will be accepted consistent with the described process including the use of a lottery and waiting list.

The school will not discriminate in admissions based on gender, national origin, ethnicity, religion, disability, academic ability, athletic ability, or artistic ability.

Students may be withdrawn at any time following a meeting with the school principal during which time, the principal will discuss the student's performance and other issues as appropriate. The parent/guardian will be asked to describe the reason(s) for the withdrawal and assured that the purpose of asking is to consider ways the school can be improved. The principal will present the parent/guardian with a withdrawal form for signature, authorizing release of records to the new school within 10 days. The school will have records automatically forwarded to the receiving school.

NON-DISCRIMINATION

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

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.

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.

In the event that certain behaviors call for suspension the 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 remain in compliance 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 bottom-line purpose of the suspension and in extreme cases expulsion procedures will be to ensure a safe and effective learning environment at all learning centers. Successful procedures will provide for due process, be specific and concrete, and be supported by the school community.

The Principal, in consultation with the Charter School Board, may suspend students who fail to comply with school policies at any time. The student will be allowed to return after meeting with parent, student and appropriate staff to resolve issue and affect a plan to prevent repeating the offense. Students who repeatedly fail to comply with these policies may also be subject to involuntary disenrollment from the Charter School, expulsion. Students may be disenrolled, suspended, or expelled as appropriate. Any individual student subject to expulsion will have the right to request the Charter Board to provide final review of case prior to expulsion.

Discipline standards will reflect the School's dedication to the idea that parents/guardians and those adults working with a child at home or in special care situations share an equal responsibility for the student. The policies for suspension and expulsion of its students will be established by the Charter Board and will provide due process for students. Charter policies will be in accordance with policies established at the County. 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);
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 school/student/staff property;
5. Significant damage or attempt to damage school/student/staff property; and/or
6. An obscene or offensive act or habitual profanity/vulgarity.

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 student and his/her parents shall also be given an opportunity to meet with the school principal to present any evidence as to why a suspension should not be imposed. If circumstances require an immediate suspension, written notice and an opportunity to meet shall be provided to the student and his/her parents within three days of the suspension. If a student is to be suspended for more than ten days, or if an expulsion is recommended, the following procedures apply. The student/parent must be given written notice of the proposed long-term suspension or expulsion, and of the reasons therefore.

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.

VII. FINANCIAL PLANNING, REPORTING, AND ACCOUNTABILITY

BUDGETS

The budget, which appears as Appendix D, clearly demonstrates a reasonable estimate of revenues available (including general purpose and categorical block grants, lottery, and K-3 class size funding) and expenditures (including certificated and classified salaries; STRS, PERS, Social Security and other payroll taxes and benefits; materials and supplies; services; capital outlay; and debt service) required to operate the school, including special education, which is budgeted as special education encroachment totaling \$37,200 in the first year of operation. The budgeted fund balance exceeds 20% of revenues at the end of the fifth year.

Appendix E provides detail on the assumptions used in the budget.

Appendix F provides cash flow projections for the first three years, showing the ability of the school to maintain a more than adequate reserve. Note that certain items are received/paid after June. Therefore, the cash balance in the column labeled "Carryover" will equal the fund balance per the budget.

FINANCIAL REPORTING

Indemnification: EdFutures shall have full responsibility for the organization and operation of the Charter School consistent with those identified above through the Charter School Board. The Charter School shall operate and be organized in conformity 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.

INSURANCE

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.

ADMINISTRATIVE SERVICES

Where practical the petitioner would like to discuss with the District 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:

- student information, assessment, and other data processing services
- services related to exceptional needs or language minority students
- transportation services as needed
- 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. The founding team plans to meet with the Oakland Unified School District's Department Of Facilities, Planning and Management, to discuss the acquisition of a facility as per, Part 47614 of California's Revised Charter Schools Act.

In the alternative, non-District space will be used on a phase-in basis and will 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. 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 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.

AUDITS

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 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.

If at all feasible, the charter school closure will occur at the end of an academic year. The authorizing chartering agency will send a notice of the school closure to the Charter Schools Unit at the California Department of Education and the district charter school office.

Original records will be sent to the district office. Copies of student records may be given to parents or school, or school districts provided the appropriate request for release of confidential records are submitted.

Parents and students of the school will be notified in writing as soon as possible of the closure. A public meeting will be announced in local newspapers. Ten days prior to the meeting, the school will provide information on the school's dissolution to parents. Students may be transferred to another school at any time following a meeting with the school principal during which time the principal will discuss the student's performance and other issues, as appropriate. The parent/guardian will be asked to describe the reason(s) for the transfer and assured that the purpose of asking is to consider ways the school can be improved. The principal will present the parent/guardian with a transfer form for signature, authorizing release of records to the new school within 10 days. Records will automatically forwarded to the receiving school.

Parents will also be provided with a certified packet of student information that may include the closure notice, grade reports, discipline records, immunization records, completed coursework and credits that meet graduation requirements, etc.

Staff will be notified in an announced staff meeting. Administrative staff will assist with providing recommendations to prospective employers and forwarding personnel records as needed.

SCHOOL MANAGEMENT CONTRACT

- A description of the proposed contract including roles and responsibilities, performance evaluation measures, payment structure, conditions for renewal and termination, and investment disclosure;

See Appendix B for management contract.

- A draft of the proposed management contract;

See Appendix B for management contract.

- A recent corporate annual report and audited financial statements for the EMO;

See Appendix G.

- A description of the firm's roles and responsibilities for the financial management of the proposed charter school and the internal controls that will be in place to guide this relationship;

The school's contract with EdFutures includes a relationship with a professional service organization that specializes in providing back-office finance services for charter schools. The planned system to be used will be similar to those currently in use by other charter schools in California. Several of those schools have been audited with no findings associated with the accounting system or internal controls. Internal controls are based on sound practice, such as and including:

- segregation of duties or compensating controls
- use of prenumbered forms
- bank reconciliation prepared and approved monthly
- limited access to cash
- signatures required upon transfer of cash
- restricted purchasing authority
- password control over disbursements
- countersignature required on checks
- monthly reporting to the Board of Directors, including bank reconciliation, detailed general ledger, balance sheet, and revenue and expenses compared to budget

- A list of other schools managed by the school management company, including contact information; and

EdFutures, Inc., manages two charter schools:

1. University Community Academy (2050 Tiger Flowers Dr., NW, Atlanta, GA 30314. Dr. Jim Harris, Principal, 404-753-4050)
2. Lee Charter Academy (3637 Dr. Martin Luther King, Jr., Blvd., Ft. Myers, FL 33916. Dr. Shirley Chapman, Principal, 239-334-2235)

- A summary of the company's history and philosophy, past results of its school management efforts, and background on its corporate leaders.

See Appendix B for management company's information and background of corporate leaders.

University Community Academy (6th year under EdFutures' management)

For the 2006-2007 school year, the school again achieved the Federal AYP standards. This distinction continues a three-year pattern, resulting in four consecutive years of meeting AYP and two years as a Distinguished School. Performance on the Georgia Criterion Referenced Tests (CRCT) showed the school meeting 86.1% of state standards in Grades 1-8 for reading, language arts, mathematics, science, and social studies. For the Georgia Kindergarten Assessment Program, all students met the criterion of Ready for Grade 1 (100%). For the Georgia Writing test, 45% of Grade 5 students met state standards and 71% of Grade 8 students met state standards. These data compare favorably with the district's performance 62% and 59%, respectively. For the Scholastic Reading Inventory the targets 100 Lexiles growth on a yearly basis for Grades K-5 and 50 Lexiles growth. These targets were met for Grades 1, 2, 3, 7, and 8, or for, 9 of 17 (53%) classroom targets. The school's performance for the 2006-2007 school year continued to improve over preceding years resulting in the school being listed as a Distinguished School. Analyses of grade level and class data indicted that meeting performance targets ranged from 33.3% to 100% with 63.2% as a schoolwide measure.

Lee Charter Academy (1st year under EdFutures' management)

For the 2006-2007 school year, the school was operated by a different management company. Following management agreement, EdFutures implemented a new teacher evaluation system, new instructional approach, and extensive professional development, all designed to promote high performance (similar to those described in this petition). School performance results will be available during summer 2008.

VIII. IMPACT ON THE CHARTER AUTHORIZER

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 Peacemakers, 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 Peacemakers. The school, through Peacemakers, 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 child, 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.

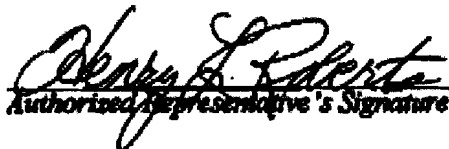
We look forward to establishing an appropriate Memorandum of Understanding with the District subsequent to charter approval to legally establish the specifics of our mutual relationship. Further, we do not anticipate that the enrollment of students will cause disruption of District enrollment and staffing planning, considering the relatively low enrollment numbers anticipated to affect the budget model that is included with the charter.

--Remainder of page intentionally left blank--

ASSURANCES

As the authorized representative of the applicant, I hereby certify that the information submitted in this application for a charter for Peacemaker Leadership Academy (name of school) to be located at OAKLAND, CA is true to the best of my knowledge and belief; I also certify that this application does not constitute the conversion of a private school to the status of a public charter school; and further I understand that if awarded a charter, the school:

1. Will meet all statewide standards and conduct the student assessments required, pursuant to Education Code §60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. California Education Code §47605(c)(1)]
2. Will not (circle one) be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Act (Chapter 10, 7 (commencing with §3540) of Division 4 of Title 4 of Title 1 of the Government Code.² [Ref. California Education Code §47605(b)(5)(C)]
3. Will be nonsectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. California Education Code §47605(d)(1)]
4. Will not charge tuition. [Ref. California Education Code §47605(d)(1)]
5. Will admit all students who wish to attend the school, and who submit a timely application, unless the school receives a greater number of applications than there are spaces for students, in which case each applicant will be given equal chance of admission through a random lottery process. [Ref. California Education Code §47605(d)(2)(B)]
6. Will not discriminate against any student on the basis of ethnic background, national origin, gender, or disability. [Ref. California Education Code §47605(d)(1)]
7. Will adhere to all provisions of federal law relating to students with disabilities, including the IDEA, Section 504 of the Rehabilitation Act of 1974, and Title II of the Americans with Disabilities Act of 1990, that are applicable to it.
8. Will meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Criteria for Review, §11967.5.1(f)(3)]
9. Will ensure that teachers in the school 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)]
10. Will at all times maintain all necessary and appropriate insurance coverage.
11. Will follow any and all other federal, state, and local laws and regulations that pertain to the applicant or the operation of the charter school.


 Authorized Representative's Signature

1/23/08
 Date

2080310

**ARTICLES OF INCORPORATION
OF
PEACEMAKERS, INC.**

FILED
In the office of the Secretary of State
of the State of California
MAY 03 2000
Bill Jones
BILL JONES, Secretary of State

I.

The name of the corporation is Peacemakers, Inc.

II.

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes.

III.

The name and address in this state of the corporation's initial agent for service of process is:

Frederick Gumble
1445 Cedar Avenue
San Leandro, CA 94579

IV.

This organization is organized exclusively for children's welfare and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code.

Notwithstanding any other provision of these Articles, the organization shall not carry on any other activities not permitted to be carried on by an organization exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code or corresponding section of any future federal tax code.

V.

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3), of the Internal Revenue Code.

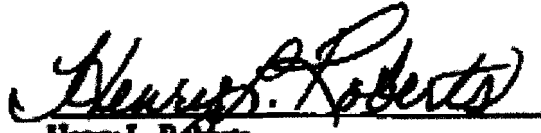
VI.

The liability of the Directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law. Any repeal or modification of this Article shall not adversely affect any right or protection of any Director of this corporation existing at the time of such repeal or modification.

VII.

The corporation reserves the right to amend, alter, change, or repeal any provision of these Articles of Incorporation in the manner now prescribed by statute or which may hereafter be prescribed by statute, and all rights conferred upon the shareholders are granted subject to this provision.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation on April 14, 2008.


Henry L. Roberts
Incorporator

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 29 2005

Employer Identification Number:
31-1695009
DLM:
17053085876055
Contact Person:
DAN W BERRY ID# 31122
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
170(b) (1) (A) (vi)

PEACEMAKERS INC
C/O HENRY ROBERTS
107 BROADMOOR AVE
SAN LEANDRO, CA 94577-1947

Dear Applicant:

Our letter dated May 2000, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

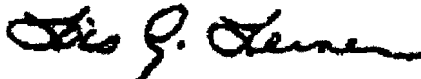
Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:30 a.m. - 5:30 p.m. Eastern time.

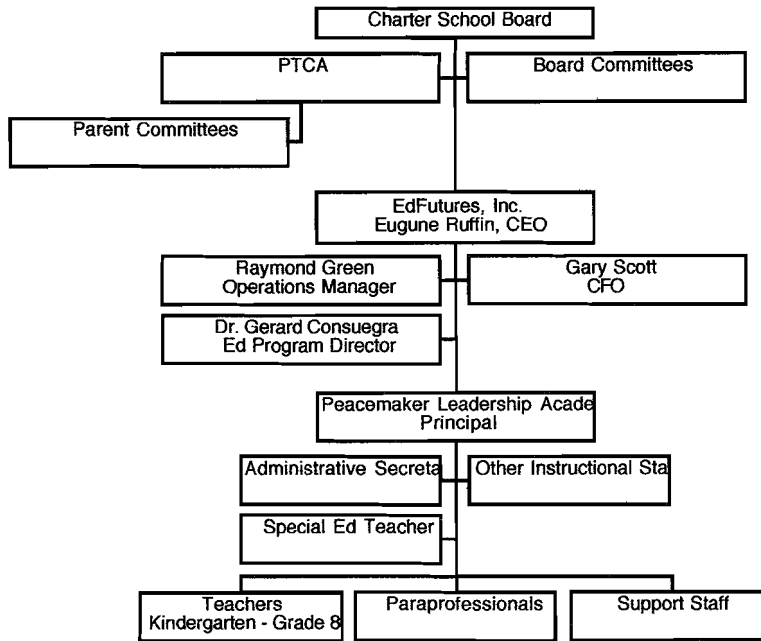
Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Peacemaker Leadership Academy
Organizational Chart



Appendix A

Founder Team Resumes and Teacher Supporters

- Henry "Hank" Roberts, Founder/Chairman Of Peacemakers, Inc. and Community Activist.
(Proposed Charter School Board Member)
- Marlin Foxworth, Ph.D., Educator. (Proposed Key Staff of the Charter School)
- Esther ("Eve") Purvis, President of Mind Set Consultant Company and Parent.
- Dr. Connie Potero, Family Counseling Therapist, Peralta Community College.
- Walter Patrick, Engineer, Real Estate Broker and Parent.

pg. 1

Hank Roberts
407 Broadmoor Blvd
San Leandro, Ca. 94577
510 830-5755 email - peacemakershr3@aol.com

ACADEMIC BACKGROUND :

B. S. Psychology 1974
Southern Illinois University
Carbondale, Ill.

A. A. Business Administration 1973
Forest Park Community College
St. Louis, Mo.

PROFESSIONAL EXPERIENCE:

Pharmaceutical Account Mgr./Trainer 1982 - 2004

Duties : Develop strategic plans for selling products within the Western Region, teach/train sales reps. selling techniques, created an operational budget for the region, review and evaluated sales reps, prepared quarterly/annual sales reports, and maintained accurate inventory for merchandises.

Founder/Chair Peacemakers Inc. 2000 - Present

Duties : Developed and implement a Violence prevention program. Established a partnership between the church and the public schools to combat violence. Created a summer sports program which included basketball, baseball soccer, track and tennis. Designed a partnership with Peralta colleges and Oakland Unified School District to provide vocational training for under employed or unemployed parents with an objective to reduce crime. Oversee employees serving as on site mentor/counselor in the OUSD and Ravenwood School District with a proven objective of reducing violence. Developed a youth peer conflict resolution model utilized within the school. Oversee contracts, manage/create budgets. Oversee/assist in the recruiting, hiring and training of employees/volunteers. Work directly with payroll and HR. Ultimately responsible for the overall operation of the business.

pg. 2

COMMUNITY SERVICES :

<i>Peacemakers Inc. Founder</i>	<i>1986 - Present</i>
<i>Human Service Commissioner (Vice Chair) City of San Leandro</i>	<i>1998 - 2004</i>
<i>President Oakland Youth Athletic Association</i>	<i>1990 - 1991</i>
<i>Athletic Director Acts COGIC</i>	<i>1997</i>
<i>Brotherhood Chairman Acts COGIC</i>	<i>1999</i>
<i>Public Relations Director American Lung Association</i>	<i>1998</i>
<i>Founding Member / Commissioner CCAL Bay Area Sports</i>	<i>2000</i>

HONOR / AWARDS :

<i>1ST College Graduate in Family History</i>	
<i>Dean Honor Roll</i>	<i>1974</i>
<i>3M Pharmaceutical Top Sales (National) Awards 1st Minority</i>	<i>1983</i>
<i>Certific Hospital Sales Trainer</i>	<i>1985</i>
<i>3 Times 3M National Sales Awards</i>	<i>1986, 88' & '90</i>
<i>2 Times 3M Community Volunteer Awards</i>	<i>1992 & 1996</i>
<i>CYSA "Soccer Coach of The Year"</i>	<i>1991</i>
<i>OMEGA MAN Volunteer Award</i>	<i>1992</i>
<i>McDonald Awards</i>	<i>1994</i>
<i>BAY AREA Unsung Heroes Awards</i>	<i>2005</i>

FEATURES / PUBLICATIONS

<i>Jet Magazine</i>	<i>1993</i>
<i>National Pharmaceutical Magazine</i>	<i>1984 & 86</i>
<i>CYSA Magazine</i>	<i>1991</i>
<i>Omega Newsletter</i>	<i>1992</i>
<i>Hayward Daily Review</i>	<i>2002 & 2003</i>
<i>Oakland Post</i>	<i>2006</i>

References Available Upon Request

Marlin Foxworth, Ph.D.

Education

- **Ph.D. Education (Administration) – June 8, 1974**
(Claremont Graduate University)
- **M.A. Psychological Foundations of Education – June 7, 1970**
(Cal. State Univ., Northridge)
- **B.A. Journalism, Minors: Cultural Anthropology and English – July 30, 1965**
(Cal. State Univ., Northridge)

Superintendencies

- **Milpitas Unified School District (2001-2003) (Retired)**
- **Hayward Unified School District (1994-2000)**
- **Rialto Unified School District (1991-1994)**

Other District Administrative Roles

Oakland Unified School District
(1984 – 1991) *1

- **Interim Deputy Superintendent**
- **Associate Superintendent, Secondary Education**
- **Director, Students Services**
- **Director, Safety/School Climate**
- **Director, Special Assignment (Took over Oakland H.S. as Principal)**

Principalships/Site Administration

- **Jump Academy (A Public Charter Elementary School in San Francisco I was asked to take over from March to June of 2003.)**
- **Oakland High School (OUSD) – Principal (Director, Special Assignment)**
- **Berkeley High School (BUSD) – Principal**
- **Soquel High School (Santa Cruz City Schools) – Principal**
- **Lincoln High School (Summer) (SFUSD) – Principal**
- **Lincoln High School (SFUSD) – Assistant Principal, Administration**
- **Bishop Alemany High School – (L.A. Archdiocese) – English Department Head**

K-12 Teaching

- **Roosevelt High School (LAUSD)**
- **Bishop Alemany High School (L.A. Archdiocese)**
- **St. Ferdinand's School (Elementary, San Fernando, L.A. Archdiocese)**
- **Corpus Christi School (Elementary, Pacific Palisades, L.A. Archdiocese)**

**Adjunct Professorships
Colleges and Universities**

Graduate

- University of Phoenix (Current)
- San Francisco State University
- California State University, Hayward
- St. Mary's College
- University of La Verne
- United States International University

Undergraduate

- East Los Angeles City College
- National Hispanic University

Other

**California Department of Education
(1989-1991)**

- Intergroup Relations and Migrant Education Office *1

Project Hope

- Coordinator, Project Hope

**Boards/Organizations:
Past and Present**

Present

- C.E.O., PeaceMakers, Inc. (Youth organization to stop violence in schools), Headquarters in San Leandro, California (Past Board President)
- La Familia Youth and Family Counseling Center, Hayward, California (Board Member, Treasurer)

Past

- Association of California School Administrators (ACSA) (Member)
- California African American Superintendents (CAAS) (Secretary, Member)
- Advisory Board, Summer Institute for Administrative Training, School of Education, University of California, Berkeley (Member)
- Network for a Hate-Free Community, Santa Clara County (Board Member)

- Berkeley Chapter, Association of California School Administrators (ACSA) (President)
- Others ...

Professional Writing

- A book on culture conflict in America I have written with frequently published essayist, Ralph Gordon, titled The Black/White Divide in America: The Inherent Contradiction in Partial Equality, is to be published by Regent Press Printing and Publishing (Berkeley California) in March 2008.
- A book of poetry I have written on photographs of people in urban settings and of cultural icons in entertainment and politics that were taken by well know Emeryville photographer, Jim Dennis, is to be published by Regent Press Printing and Publishing 2008.
- A book on research I have done on the multiple conflict variables in a Chicano boycott of a school district in Southern California is also to be published, probably late 2008, by Regent Press Printers and Publishing. "What Public Education Hasn't Addressed," Essay for Pastor's Guest Pen, Black History Month, 2007.
- "Where Do We Go From Here ... Again?" Essay for Pastor's Guest Pen, Black History Month, 2007.
- "Putting Spirituality in Public Schools," Tikkun Magazine, November, 1998
- "Disruptive Conflict in Our Schools: Preparedness, Prevention and Intervention," California Department of Education
- "Proposal for Safe Schools" Oakland Unified School District
- Conflict in an Urban School: A Case Study, Ph.D. Dissertation, Claremont Graduate School
- The Chicano School Boycott - Chaffey Union High School District: A statement of the Problem, A Delineation of Cause, Research done as part of requirements for Ph.D., Claremont Graduate School.

Awards

- Ida B. Wells Risk Taker Award, South Alameda County Alliance of Black School Educators, 2000
- Martin Luther King, Jr. Award, City of Hayward, 1998

Credentials

Ryan Administrative Services (Life, State of California)
Standard Supervision (Life, State of California)
Standard Teaching (Life, State of California)

*1 During those years (1984-1991) in Oakland I was also a Director on Special Assignment, having been asked to take over as Principal of Oakland High School to get it back on track. Also during two of those years I was on loan to the Intergroup Relations

and Migrant Education Office, California Department of Education. I was asked to come back to OUSD from the California Department of Education to take on the role of Interim Deputy Superintendent, late 1989, and help stabilize the district in anticipation of the new superintendent who would come to the district in early 1990. I then returned to the Intergroup Relations and Migrant Education Office of the California Department of Education.

Date. January 23rd. 2008

Esther "Eve" Purvis

5539 E 17th Street
Oakland, CA 94621
510-479-7867 Home
510-395-4492 Cell
qbeve@comcast.net
mindset_consulting@yahoo.com

Career Objective: To work for an institution or organization that rewards talent, growth and development for the people/clients that we represent, thus, empowering people.

EDUCATION:

Date	Discipline	Degree	Institution
1999	General Studies	A.A.	Weber State U
2000	*Voc. Teacher Ed	B.S.	Idaho State U
2000	*Corporate Training	B.S.	Idaho State U
2003	Educational Lit/ID	M.Ed	Idaho State U

*Denotes Double Degree

Research Fellowships

Dates	Field of Research	Place
2000-03	WICHE Doctoral Fellow Education	Idaho State U

LICENSER AND CERTIFICATION:

Date	Type of license or certification
1989	U.S Department of Defense Certification in Financial Mgt
1990	U.S. Department of Defense Records and Data Mgt
2006-2007	State of California Teaching Certification and Credentialing: Pending

ACADEMIC APPOINTMENTS

<u>Dates</u>	<u>Title</u>	<u>Department</u>	<u>Institution</u>
1998	Diversity Leader	Student Svcs	Weber State U
1999	Veterans Ed Asst.	V.A. Student. Svc	Weber State U
2001	WICHE Doc Fellow	Teacher Ed	Idaho State U
2002	Teacher of the Yr	Provost Dept.	Idaho State U

HONORS AND DISTINCTIONS (Year and name of award):

Outstanding Student Leadership	1989
Outstanding Airman of the Year	1990
TRW Technology Scholar Award	1999
Who's Who of Students	1999-2000
WICHE Doctoral Fellow Awd	2000-2003

MAJOR PROFESSIONAL SERVICE

National Service	Date(s)
United States Air Force	August 1989-1990
<i>International Service</i>	<i>Date(s)</i>
National Defense Medal	USAF 1989-1992
National Defense Medal	USAF 1990-1992
Support of Operation Desert Storm/Shield	

PROFESSIONAL SOCIETIES:

Compact for Faculty Diversity 2000-2003
Full-bright Member, 2000-2003
ASTD Member 2000-2003
AQM Member, 1998-2003

OTHER PUBLIC SERVICE:

Head Start, Vice President of Board 1996-1997
Ogden, Utah, Head Start, Treasurer, 1997-1998
Community Organizer, Sigma Gamma Rho 1997-2003
Girls Scouts of Silver Sage, Idaho--Life Time Member
Association of Community Reform Now, Education Board
2005-Present
Veteran's Outreach, Salt Lake City Utah, 1996-1999

MAJOR ADMINISTRATIVE RESPONSIBILITIES (Title and place of responsibility) BUSINESS EXPERIENCE:

MindSet Consulting Services (2007-Present)--Chief consultant for newly created non-profit organization created by Esther "Eve" Purvis. Corporate coaching, Educational Consulting, Program Research & Development, Grant Writing, RFP's and other services.

Peacemakers, Inc--Program Director and Development Services.
National Petitioning Consultants, Inc--Small Business Development.

Financial Management, USAF (8/89-10-92)-- Responsible for budget totaling over \$20 million dollars for operation and maintenance for 3rd Air Force Command (United Kingdom), in disbursements, reconciliation's: daily, monthly, quarterly and yearly. Resource management for budget analysis for base and for base contracting and procurement as per G.A.O. and OMB procedures.

Housing Authority of the County of Salt Lake
Accountant (9/93-1/1998)

Responsible for managing several grants as well as operations and maintenance, services, supplies for public housing units, as well as HUD Section 8 Tenant disbursements. Responsible for managing budget totaling over 9 million dollars.

Girls Scouts of Silver Sage, Boise Idaho
Adult Development Specialist (11/2002-6/2003)

Responsible for maintaining and development of training for existing Girl Scout Leaders and new and incoming leaders, staff development training for the South Eastern Region of Idaho. Responsible for providing over 20-25 training sessions throughout the year, teaching in continuing education courses, advising responsibilities and leadership roles. Keeping morale and using training as a source of retention for membership retention and development. Insuring Bi-lingual instruction and infrastructure for Bi-lingual training of parents and leaders. Instrumental in introducing project based learning to allow for adult continuation credits through the Idaho State Department of Adult Education, as a source of retention and development of

members throughout South East Region of Idaho.

MAJOR RESEARCH INTERESTS:

Minorities in Technical and Higher Education, Instructional Technology and Educational Literacy and Development.

RESEARCH SUPPORT:

Masters Thesis in Educational Literacy with an emphasis in Instructional Technology (see transcript): Instructional Technology Design Integration and Diverse Learning Populations

Past Funding (last 10 years):		Year(s)
Funding Source	Grant Title	
U.S. Dept. of Ed	Head Start	1995-1998
Private Fund Raising	Sole for Souls	2000-2002
California Endowment	ACORN Community Health Education Fair	2005-2006

Current Funding:	Year(s)	Funding Source
Joint Collaborative FAST Program	2007-Present	University of Wisconsin

TEACHING EXPERIENCE *

Date	Title	Institution	Experience
1989	Student Leader	U.S.A.F	Development
1992	Information Mgr.	U.S.A.F.	Info Mgt
1998-00	CIS Dept. Intern	Idaho St U	Teaching Asst.
2002-03	Education Intern	Idaho St U	Literacy Dev

Distinguish Experience, Student Leader and student development for over 1200 students in the United States Air Force 3762 ATC Squadron Air Training Command. Idaho State University, Computer Information Systems Intern for the CIS Department of the University; Teaching assistant in the Introduction to Computer Science Coursework from 1998-2000. Faculty website/syllabi's development. Webct infrastructure support to students and staff. Diversity conference leader: 2000. at Idaho State University. Lead developer for support and research assistant to the department of Education, in conjunction with doctoral cohorts and student research and development from 2000-2001.

Adult Course developer for Girls Scouts of Silver Sage:
Course director, and course participant; of Girl Scouts of
Silver Sage lecturer, conference leader. Teaching in
continuing education courses, advising responsibilities and
leadership roles.

Idaho State University Literacy Assessment Clinic: Graduate
Intern. Assessed literacy development and testing to develop
learning portfolios for students with learning disabilities.

References

Ms. Verna Owen Brooks, Recent Client/Community
Philanthropist, Realtor and Educator, (707) 580-3780

Dr. Carol Balfé, Director of Science programs, Emeryville

Unified School District, Emeryville, CA
510-388-2108

Ms. Donisia Marquis-Knight, Recent Client/Realtor, 925-519-
4404

Ms. Jane Norman, Recent Client/Small Business Owner, 925-
699-2440

Annette Haugabook- Recent Client/C.E.O. and Founder of
Divine Connections Inc, 510-467-3648

Rashna Owens, Client/Poet and Community Activist-510-677-
8398

Anthony Panarese, Director of ACDRN-Oakland, CA 510-434-3113

Mr. Faanu Laufiso (801) 538-3818, flaufiso@utah.gov

Dr. Paul Tate, Idaho State University, 208-282-2150

Dr. Corey Schou, Idaho State University, 208-282-0211

Dr. Robert Phersson, ISU-Professor Emeritus, Oregon State
University, College of Education, 311 Education Hall,
Corvallis, Oregon 97331.

**CONNIE PORTERO, PRESIDENT
INTERNATIONAL LITERACY FOUNDATION (ILF)**

**5440 MODOC AVENUE
RICHMOND, CA 94804
(510) 526-7261 or (510) 681-8330
cporter@peralta.edu**

ACADEMIC BACKGROUND:

Ph.D. Higher Education Administration Emphasis: Planning, Policy and Leadership in Higher Education, 2000
The University of Iowa, Iowa City, Iowa.

Ed.S. Counseling and Student Development in Post Secondary Education – Emphasis, Student Support Services, 1998
The University of Iowa, Iowa City, Iowa.

M.S. Counselor Education, - Emphasis Marriage, Family and Child Counseling, 1976-1978 (including 3000 hour counseling internship)
The University of Southern California,

B.A. African American Studies, 1974
California State University, Los Angeles California
Emphasis: Comparative Cultures

PROFESSIONAL EXPERIENCE:

Research and Planning Officer, Vista, Merritt, Laney Community Colleges, and the Peralta District Office, Oakland, California, 2000 to Present

Teaching Assistant, University of Iowa, College of Education, Iowa City, Iowa,

Graduate Research Assistant, University of Iowa, College of Education, Planning, Policy, and Leadership Studies, Iowa City, Iowa, 1998-2000.

Intern, American College Testing Service (ACT), Center for the Enhancement of Educational Practices, Iowa City, Iowa, 1997-1998.

Grantswoman, University of Iowa, Office of the Vice President, Division of Sponsored Programs, Iowa City, Iowa, 1996-1997.

Academic Counselor, University of Iowa, College of Education, Division of Curriculum and Instruction, Iowa City, Iowa, 1993-1994

Intern, American College Testing Service, Work Keys Development Division, Iowa City, Iowa, 1994-1996.

Assistant to the Director of Housing Management, Oakland Housing Authority, Oakland, California, 1981-1993

Director, Santa Monica Bay Area Drug Abuse Agency, New Start, Los Angeles, California, 1978-1981.

Counselor, Educational Clearinghouse of Los Angeles, California, 1972-1974.

Counselor, College Entrance Examination Board (CEEB), Project Access, Los Angeles, California, 1970-1972.

Counselor, PACT Educational Clearinghouse, San Francisco, California 1966-1969.

Campus/Community Service

Reviewer, National Resource Center for The First-Year Experience and Students in Transition

Classified Senate Executive Board, Laney Community College, 2005 to Present

Vice President Classified Senate, Vista Community College, 2003

District-wide Strategic Planning, 2005 to Present - Enhancing Awareness and Visibility, 2006

Volunteer Consultant, Southeast Asian Community Center 2005 - Present

Volunteer Consultant, Elife Ethiopian Community Center - Library Project - Present

International Think Tank Planning Committee

Advisor, Laney College Soccer Club

Professional Affiliations

American College Personnel Association

National Association of University Women

Society of Black Graduate and Professional Students

Research and Planning Group,

Council for Resource Development

Association of California Community College Administrators

Honors

Holmes Consortium Lifetime Minority Scholar, 1997 - Lifetime Scholar

Topping Fellow, University of Southern California, 1975-78

Phone 925-738-7136
Cell 415-271-1479
Fax: 925-885-1700
E-mail: walter123@yahoo.com
301 Clay Lily Court
San Ramon, CA 94583

Walter L. Patrick

Exceptional expertise in Product life cycle, operations and management. Successfully opened a medium-volume retail operation in Walnut Creek, CA. Passionate about product management and development. Developed strategic business plans, models, incentives and implementation strategies. Skilled negotiator and presenter with a talent for making rapid assessments of diverse situational challenges and then developing and leading the resulting action items. Key qualifications include:

- ✓ Business Process & Strategy Development
- ✓ Budgeting, Forecasting & Financial Planning
- ✓ Pricing Strategy & Product Introduction
- ✓ Market Analysis, Penetration & Expansion
- ✓ Information Systems & Technology
- ✓ Organizational Leadership & Team Building

Professional experience

August 2000- Current Atlas Financial Services
San Ramon, CA
Consultant

- Investment Strategies
- Portfolio Management
- Commercial and Residential allocation and funding.
- Property Management

August 2001- February 2006 Patricz Shoe Boutique
Walnut Creek CA

Owner

- Key Player in conceptualizing, building, opening the retail business and creating a sophisticated corporate structure.
- Successfully developed alliances with leading suppliers to obtain favorable terms and agreements.
- Installed computer operational system, which is responsible for the overall management of the retail operations.

November 1999 - September 2001 Informatica, Co. Palo
Alto, CA

Product Manager

- Responsible for creating concept and product requirement documents for Informatica's data integration products for SAP, Siebel, PeopleSoft and BW.
- Created technical presentation/demonstration and product key benefits document for internal/external usage for the data integration products.
- Project Manager for the design, QA and release of Informatica's Analytic Business Components for SAP.

TEACHERS SUPPORT

The supporters listed below certify that they are teachers who are meaningfully interested in employment at the PEACEMAKERS LEADERSHIP ACADEMY. As such, supporters believe that the charter will enhance the education of children as well as that of the community.

Teacher Name	Address	Telephone	Signature	Certification Number
Janina Ivester	941 45th St Oakland CA 94612	(510) 940-2554	<i>Janina Ivester</i>	011106
Marcus D. Montague	PO Box 8159 Alameda, CA 94501	(510) 510-203-164 510-203-164	<i>Marcus D. Montague</i>	007610
Claudine Wright	San 120 St Oakland CA 94612	510-203-6187	<i>Claudine Wright</i>	002657
Bronck Dickey	1821 6th Ave Oakland CA 94612	(510) 251-2746	<i>Bronck Dickey</i>	014087
Hedra Sharp	2300 66th Ave Oakland CA 94612	510-575-8356	<i>Hedra Sharp</i>	007804
Carol Young	2921 Blenheim St Berkeley CA 94702	510-375-4785	<i>Carol Young</i>	006005
Caleb Williams	530 17th Ave Oakland CA 94612	(510) 520-9509	<i>Caleb Williams</i>	008572
Linda Fox	173 1st St Oakland CA 94612	510-526-1681	<i>Linda Fox</i>	002825
Soraya Saicus Blos	1010 View Dr Richmond CA 94803	(510) 223-5541	<i>Soraya Saicus</i>	005899
Amethyst Scott	439 Ashton Ave Oakland CA 94607	(510) 929-9362	<i>Amethyst Scott</i>	005661
Patricia Jones	430-50th Street Oakland CA 94607	(510) 652-7352	<i>Patricia Jones</i>	007483
Marjorie Brown	3245 39th Ave Oakland CA 94612	(510) 520-3881	<i>Marjorie Brown</i>	005514
Reginald Lewis	4645 Stauffer Pl Oakland CA 94610	510-482-2131	<i>Reginald Lewis</i>	000775
Yolanda Taylor	915-54th St Oakland CA	707-553-1643	<i>Yolanda Taylor</i>	003742
Lena Williams	399 Oakland St Oakland CA	879-1500	<i>Lena Williams</i>	5570-229
Lena Williams	1019 54th St Oakland CA	655-6150	<i>Lena Williams</i>	005615

DATE
1/8/08
1/8/08
1/11/08
1/11/08
1/11/08
1/13/08
1/15/08
1/15/08
1/16/08
1/16/08
1/16/08
1/16/08
1/17/08
1/17/08
1/17/08
1/18/08

THIS PAGE BLANK

Appendix B

EdFutures Information and Agreement

EdFutures

Executive Summary

May 2007
Copy Number {011105-3}

Corporate Headquarters: 7100 Arenal Lane
Carlsbad, California 92009
Phone: 760-930-0603
Fax: 760-804-9709
E-mail: eugene@sdcreations.org

CAUTION – Proprietary **Information of EdFutures, Inc.** – All rights reserved

TABLE OF CONTENTS

COMPANY HISTORY		3
EDFUTURES CHARTER SCHOOLS		4
Philosophy/Vision/Mission/Ed. Programs Curriculum/Operations		
ORGANIZATION		7
Key Personnel Schools		8

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.

STATUS OF PUBLIC EDUCATION

Every day more Americans realize that public education is in a state of "Crisis." Over the last 20 plus years, we have seen declining student performance, particularly in our urban and rural communities regardless of spending levels and patterns. We have seen heralded "reform strategies and tactics" within the public education system fail miserably and political and union barriers to change escalate.

Although the failure of our public education system is felt in all areas, nowhere is it felt more than in those areas where the education achievement and economic conditions are lowest. Most of these children are trapped in schools with a history of low performance and have little or no hope of receiving the educational foundation they need to function productively in the 21st Century

COMPANY HISTORY AND PURPOSE

EdFutures is an education management organization (EMO) that was founded by Eugene S. Ruffin, former founder, board trustee, 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 and American Education Reform with John Walton. 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 needed 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, in 2001, Eugene S. Ruffin founded EdFutures.

EDFUTURES

EdFutures develops and operates public charter schools that serve K - 12th grade students primarily 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, Florida and California.

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

- 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.

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". To achieve maximum autonomy, fiscal effectiveness and name recognition for further market development we are building a critical mass of charter schools.

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 all children will achieve global performance standards and a **mission** that provides a world-class education delivery system for children who need it the most.

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. February 2001, the management team founded EdFutures and began operating the first charter school, University Community Academy in the fall of 2002.

EdFutures leadership has developed a reputation of integrity and academic excellence. 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.
- Is flexible and requires positive participation.

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. To effectively support charter schools nationwide the establishment of a solid field infrastructure and headquarters support system is required.

Field Organization

Region

A region will have the responsibility for 6-12 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. Reports to Charter Board.

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.

School Site

The Principal (general manager) of each site has the responsibility for the success of the students, performance of the teachers, quality of programs as well as fiscal and marketing responsibilities. The principal must outperform competition in the local marketplace while improving revenue and profit performance.

Strength at the principal level, properly trained and supported is critical to our success. Direct reports include all personnel at site unless otherwise directed.

Teachers carry the ultimate student performance responsibility. They are our most important assets. Teachers play a major role in curriculum design and instruction. They also play an important role in family and community support.

Administrators: clerical staff, maintenance etc.

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 focused on the education crisis, specifically the performance of public education in underserved communities. In 1994, Mr. Ruffin co-founded School Futures Research and American Education Reform developing and operating several charter schools while developing and supporting education reform legislation.

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.

Dr. Vernon Allwood - Vice President Human Resources

The Vice President of Human Resources is responsible for best practices in all personnel activities. The HRD insures quality services and competitive pricing for salary and benefits, and insure the most effective strategies and implementation tools for staff development. The HRD develops and directs community, fund development and communication strategies.

Dr. L. Vernon Allwood received his Bachelor of Science Degree in mathematics from Queens College of the City University of New York, his Masters Degree in counselor education from Queens College, and his Ph.D. in counseling education from Fordham University in New York. He taught mathematics and science in the New York City Public Schools for more than ten years. After receiving his advanced degrees, he served as the Director of Counseling at John Jay College in New York and as Associate Director of Counseling at Morehouse College in Atlanta, Georgia.

He has extensive experience in the development of mentoring programs and is a founding and board member of the International Mentoring Association. While at Morehouse College, he developed the Morehouse Mentoring Program where college students served as role models and mentors for elementary school children. This program acquired national recognition by receiving the Thousand Points of Light Award from President Clinton. Dr. Allwood developed and directed adolescent rites of passage programs that contributed to the positive development for African American males in the city of Atlanta. He also served as a consultant for the Children's Defense Fund where he was involved in a project to develop a rites of passage manual for adolescent children.

Dr. Allwood recently retired from his position as the Director of Community Relations and Special Projects at the Morehouse School of Medicine. In this capacity, he developed several initiatives to increase the numbers of African American students in the educational pipeline for careers in biomedical science and the health professions. He is presently an Adjunct Professor in the Department of Community Health and Preventive Medicine where he is engaged in several research initiatives involving adolescent health.

Fred Brooks- Vice President, 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. Mr. Brooks has been a consultant for charter school development since 1994. He has worked with School Futures Research Foundation and EdFutures respectively. Prior to joining School Futures Research Foundation, Mr. Brooks was a Field Director with the U. S. Equal Employment Opportunity Commission (EEOC) for over 20 years. EEOC is the country's chief civil rights law enforcement agency, and as a Field Director, Mr. Brooks served as the Commission's official field representative. This responsibility included assuring equality of opportunity for all citizens by enforcing federal legislation prohibiting discrimination in employment.

Mr. Brooks managed and provided policy and technical guidance to a staff of multi-disciplinary personnel performing administrative, compliance, investigative, and legal functions. In addition, he interacted with members of Congress and top level officials of other federal agencies, and state and local governments to promote understanding, resolve problems, and negotiate effective use of available resources in furthering the U.S. Government and the Commission's goals and objectives.

Before joining EEOC, Mr. Brooks worked in the Adult Education Department of the Board for Fundamental Education, Indianapolis, Indiana. (Employment/Education Research)

He has received numerous awards and commendations for his work in federal civil rights law enforcement , employment , and education. He is a member of Kappa Alpha Psi Fraternity, The National Association of Federal Investigators, and former member of the Board of Directors, Wildcat Canyon Ranch Youth Program, Oakland,

California.(Partnered with Oakland Unified School District as an Alternative Education Facility).

Mark Hardon Long – Eastern Region Market Vice President 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 Eastern Region. 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 Rain” 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.

Leathon (Buck) Magee – 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.

Buck is a former Air Force Accounting and Budget Director with continuing experience in city government, higher education, health care and faith base management. His fiscal and management experience includes, Budget director of the \$1.1 B Titan II Space Launch Vehicle Program, Executive Director of the Community Partnership for A Drug Free Shreveport, Business Manager of David Raines Community Health Center, Executive Assistant to Mayor of Shreveport, Special Assistant to President and Budget Director at Grambling State University, and Pastor of St. John Baptist Church in Mansfield Louisiana.

In addition, Buck has over eight years of educational management experience as a consultant for charter school development with White Hat Management of Akron Ohio; Schools Futures, Inc. He is currently serving in his eighth year as Pastor of the St. John Church and the Louisiana Education Committee as Special Assistant to the Governor of Louisiana. He holds a Bachelor's degree in Accounting from Mississippi Valley State University and is a graduate of both Leadership Shreveport/Bossier and Leadership Louisiana.

THE
PEACEMAKERS
And
EdFutures

AGREEMENT

THIS AGREEMENT is made and entered into as of the 8th day of January, 2008, by and between the Peacemakers, (hereinafter “charter school”) and EdFutures, (hereinafter “EdF”) an education management corporation.

BACKGROUND

A. The State of California has enacted legislation which authorizes the formation of charter schools for the purpose, among others, of developing new, innovative, and more flexible ways of educating children 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 public school district (sponsor, hereinafter “SD”) 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 February 1, 2008, and shall cover five academic operating years, commencing February 1, 2008 and ending on June 30, 2013.

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, 2013; 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, 2013.

ARTICLE 2

DESIGNATION OF SCHOOLS

2.1 Designation of School. The charter school is known as the "**Peacemakers**" 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 State 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 and administrative functions; maintenance and operating functions that would otherwise be provided by the sponsor if the Charter School were operated by the sponsor; business administration functions; providing for custodial services; administrative, extra and co-curricular activities and programs; providing for professional development for administrators and instructional personnel; providing for acquisition and selection of all instructional personnel; acquisition and selection of all instructional materials, providing for equipment and supplies and, subject to funding, establishing and maintaining 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, state and federal law 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 including, but not limited to, the criteria and instruments as set out in the charter petition, State and Federal law, 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 Fresno 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 the administration of all other 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 administration of the installation of technology (computers, modems, and phone units) integral to the curriculum design.

(2) EdF shall, on behalf of the Board, administrate the maintenance of 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 assure the maintenance of 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 and provide security for the site including loans from lending institutions and/or persons as it deems in its sole discretion reasonable and proper.

(6) EdF shall assure the maintenance of 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 SD 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/Cash Flow.** EdFutures shall take all necessary steps to manage all school programs within the school budget. EdF shall take all necessary steps to ensure the Charter School shall possess the reasonably necessary cash flow required for the payment of its debts, of the regular and proper expenses of the Charter School educational programs and all other expenses reasonably attendant on the appropriate and reasonable administration of the Charter School. This shall be determined by a five year budget reviewed by the Board.

6.3 **Grant Applications.** EdF and the Board retain the right to apply for and receive grant money on their own or together 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. For each school year and in reasonable detail, EdF shall provide the Board and the SD with an annual projected budget for the Charter School. 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 SD and Federal law, 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 SD 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 competitive with the District compensation programs.

7.4 Grievances. Neither the Board nor the SD 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.

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, it has disclosed to EdF all pending actions, claims, suits or proceedings, and that to the knowledge of The Charter School, there are no other pending actions, claims, suits or proceedings 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 California, 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 SD to be in violation of any State, Federal or local law or regulation.

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 exposnre 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 SD does not have a client relationship with EdF.

(c) Except where there is an actual or potential conflict of interest, the SD, 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 SD, 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. For cause found 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 EdFutures 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 2006-2007 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 SD'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 the employee, agent or servant of the SD 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 SD 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.

Peacemakers / Charter School

By: _____

President/CEO of the Board of Directors

Name (please print):

Address:

City/State/Zip

Phone:

Fax:

EdFutures

By: _____
CEO

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 C

Core Curriculum/Grade 2

English Language Arts

- Read at least 25 books or book equivalents per year
- Write a simple paragraph by grouping related ideas and maintaining consistent focus
- Know the meaning of simple prefixes and suffixes
- Ask clarifying questions
- Compare/contrast plot, setting and characters
- Spell high frequency words
- Use correct capitalization and punctuation
- Use nouns and verbs correctly
- Edit their own writing
- Input thoughts into a personal journal
- Understand how to locate a book in the library

Mathematics

- Communicate mathematical ideas precisely using the language of mathematics
- Recognize and apply slides, flips and turns
- Use addition to check subtraction
- Add and subtract money to one dollar
- Tell time to the quarter hour
- Recognize and create shapes that have symmetry
- Recognize and apply mathematics in contexts outside of mathematics.
- Use multiple strategies to show mathematical reasoning
- Uses the inverse relationship between + and - up to 18
- Explore the concept of division
- Identify, compare, and order numbers through 1,000
- Identify and illustrate general properties of operations, such as associatively and commutatively
- Measure, length, volume, weight, area perimeter, and time in standard and estimate non-standard units.

Science

- Describe the solar system
- Use technology to present designs and results of investigations
- Observe and describe seeds
- Understand animal birth and growth
- Identify inventors and machines

Social Studies

- Learn about the impact of climate and natural resources on how people in different places meet their basic needs. Groups to be studied: American Indians, Early American Settlers and modern day residents of Australia and Japan
- Compare similarities and differences in the ways groups, societies, and cultures meet human needs
- Name and locate one's state, country, and continent on a map or globe
- Use various print and non-print reference sources to locate information
- Create, interpret, use, and distinguish various representations of the earth, such as maps, globes, and photographs
- Arrange events, facts, and ideas in sequence
- Select and discuss the main idea from a reading passage or listening activity
- Comprehend basic economic concepts, such as supply and demand

Appendix D
Budget

**Peacemaker Leadership Academy Charter School
Budget**

	FY 2008 - 09	FY 2009 - 10	FY 2010 - 11	FY 2011 - 12	FY 2012 - 13
REVENUES					
State Aid - General-Purpose Block Grant	1,368,154	1,661,633	1,971,282	2,302,622	2,374,003
Categorical Block Grant	111,421	131,190	150,958	170,726	170,726
Class Size Reduction	171,360	171,360	171,360	171,360	171,360
Lottery	34,164	40,226	46,364	52,426	52,426
Revolving Loan	250,000	-	-	-	-
Implementation Grant	200,000	200,000	-	-	-
TOTAL REVENUES	2,135,100	2,204,409	2,339,964	2,697,134	2,768,515
EXPENDITURES					
1000 Certificated Personnel Salaries					
Teachers	678,744	923,092	1,059,248	1,200,481	1,224,491
Administrators	90,000	91,800	93,636	169,793	173,189
2000 Classified Personnel Salaries					
Administrative	70,000	71,400	72,828	111,427	113,655
Paraprofessionals	24,435	24,924	25,422	25,931	26,449
Custodial / Maintenance	30,000	30,600	31,212	31,836	32,473
3000 Employee Benefits					
Social Security	7,715	7,869	8,027	10,490	10,700
Medicare	12,951	16,556	18,594	22,322	22,769
Workers Compensation	13,398	17,127	19,235	23,092	23,554
Unemployment	8,932	11,418	12,823	15,395	15,703
Insurance	51,000	64,260	71,788	81,151	81,151
STRS	63,421	83,729	95,113	113,048	115,309
4000 Books and Supplies					
Textbooks	99,200	28,070	40,784	55,862	54,381
Instructional Supplies	12,400	14,892	17,479	20,163	20,566
Operating Supplies	10,800	12,852	14,982	17,192	17,535
Custodial Supplies	7,200	8,568	9,988	11,461	11,690
Office Supplies	1,440	1,714	1,998	2,292	2,338
5000 Services & Other Operating Expenses					

Peacemaker Leadership Academy
Appendix D: Budget

Utilities	29,489	35,077	40,949	47,200	48,449
Rents & Other Occupancy	84,255	100,220	116,998	134,857	138,426
Facilities Maintenance	7,372	8,769	10,237	11,800	12,112
Insurance	12,500	12,750	13,005	13,265	13,530
Travel & Conferences	10,612	13,917	15,772	17,697	18,051
Professional Services	282,765	330,661	350,995	404,570	415,277
Auditing	12,500	12,750	13,005	13,265	13,530
Postage	3,600	3,672	3,745	3,820	3,897
Telephone	9,000	9,180	9,364	9,551	9,742
Special Education Encroachment	37,200	43,800	50,400	57,000	57,000
6000 Capital Outlay					
Furniture and Equipment	42,000	14,280	7,283	7,428	-
Computers and Other Technology	62,000	11,220	11,444	11,673	-
7000 Debt Service					
Payments on Revolving Loan	-	54,589	54,589	54,589	54,589
TOTAL EXPENDITURES	<u>1,774,930</u>	<u>2,059,757</u>	<u>2,290,942</u>	<u>2,698,651</u>	<u>2,730,556</u>
EXCESS REVENUES OVER EXPENDITURES	360,171	144,652	49,022	(1,517)	37,959
BEGINNING FUND BALANCE	-	<u>360,171</u>	<u>504,823</u>	<u>553,845</u>	<u>552,328</u>
ENDING FUND BALANCE	360,171	504,823	553,845	552,328	590,287
RESERVE	<u>50,553</u>	<u>60,132</u>	<u>70,199</u>	<u>80,914</u>	<u>83,055</u>
UNRESERVED FUND BALANCE	<u>309,618</u>	<u>444,691</u>	<u>483,646</u>	<u>471,414</u>	<u>507,232</u>

Appendix E
 Budget Notes

Revenues include the General-Purpose and Categorical Block Grants, K-3 Class Size Funds, and Lottery. The amounts per ADA (pupil for K-3 Class Size) are the latest available and are as follow:

	<u>FY09</u>	<u>FY10</u>	<u>FY11</u>	<u>FY12</u>	<u>FY13</u>
Gen Purpose Entitlement	5,716	5,888	6,041	6,216	6,409
Cat Block Grant	468	468	468	468	468
Class Size Reduction (Per Pupil)	1,071	1,071	1,071	1,071	1,071
Lottery	144	144	144	144	144

ADA is estimated to be 96% of enrollment, which is projected as follows:

	<u>FY09</u>	<u>FY10</u>	<u>FY11</u>	<u>FY12</u>	<u>FY13</u>
K	40	40	40	40	40
1	40	40	40	40	40
2	40	40	40	40	40
3	40	40	40	40	40
4	44	44	44	44	44
5	44	44	44	44	44
6	-	44	44	44	44
7	-	-	44	44	44
8	-	-	-	44	44
Total	<u>248</u>	<u>292</u>	<u>336</u>	<u>380</u>	<u>380</u>

The Charter School Revolving Loan is budgeted @ \$250,000 in Fiscal Year 2008-09, with a 5 year payback @ 3%, or \$54,589 per year.

Salaries and related benefits make up the largest segment of expense. First year staff is as follows:

- 1 Principal @ \$90,000
- 12 Teachers @ \$56,562
- 3 (Part-time) Paraprofessionals @ \$8,145
- 2 Secretaries @ \$35,000
- 1 Custodian @ \$30,000

Benefits and payroll taxes consist of STRS @ 8.25%, Social Security @ 6.20%, Medicare @ 1.45%, Workers Compensation @ 1.50%, Unemployment, @ 1.00%, and group health insurance @ \$250 per month per employee.

Other significant expenses are:

Textbooks are budgeted @ \$400 per student, totaling \$99,200 in Fiscal Year 2008-09. Textbooks are budgeted in successive years @ \$400 (plus inflation) for new students and \$40 (plus inflation) for returning students.

Utilities are budgeted @ 35% of rents, totaling \$29,489 in Fiscal Year 2008-09.

Rents and other occupancy are budgeted @ 5% of state and local revenue, totaling \$84,255 in Fiscal Year 2008-09.

Professional services are budgeted @ 15% of revenue, totaling \$282,765 in Fiscal Year 2008-09.

Special Education encroachment is budgeted @ \$150 per student, totaling \$37,200 in Fiscal Year 2008-09.

Computers are budgeted @ \$250 per student, totaling \$62,000 in Fiscal Year 2008-09.

Other expenses are generally budgeted either per student or per classroom.

Inflation is computed @ 2%.

Appendix E
Cash Flow

Peacemaker Leadership Academy
Appendix E: Cash Flow

**Peacemaker Leadership Academy
Charter School**

**Cash Flows
Fiscal Year 2008
- 09**

	July	August	September	October	November	December	January	February	March	April	May	June	Total	Carryover
BEGINNING CASH	-	197,171	125,423	248,589	262,120	275,434	286,094	299,408	329,101	341,818	457,452	472,822	-	448,339
REVENUES														
Gen-Purpose Blk Grant	-	-	246,268	109,452	109,452	109,452	109,452	109,452	95,771	191,542	95,771	95,771	1,272,384	95,771
Categorical Block Grant	-	-	20,056	8,914	8,914	8,914	8,914	8,914	7,800	15,599	7,800	7,800	103,622	7,800
Class Size Reduction In Lieu of Econ Impact Aid	-	-	44,554	44,554	13,709	13,709	13,709	13,709	11,995	23,990	11,995	11,995	203,918	(32,558)
Revolving Loan Implementation Grant	250,000	-	-	-	-	-	-	-	-	-	-	-	250,000	-
TOTAL REVENUES	<u>266,667</u>	<u>16,667</u>	<u>333,694</u>	<u>182,319</u>	<u>151,475</u>	<u>151,475</u>	<u>151,475</u>	<u>151,475</u>	<u>134,624</u>	<u>252,581</u>	<u>134,624</u>	<u>134,624</u>	<u>2,061,697</u>	<u>73,403</u>
EXPENDITURES														
1000 Certificated Pers Sal	7,500	7,500	64,062	64,062	64,062	64,062	64,062	64,062	64,062	64,062	64,062	64,062	655,620	113,124
2000 Classified Pers Sal	8,333	8,333	10,777	10,777	10,777	10,777	10,777	10,777	10,777	10,777	10,777	10,777	124,435	-
3000 Employee Benefits	2,791	2,791	13,190	13,190	13,190	13,190	13,190	13,190	13,190	13,190	13,190	13,190	137,480	19,937
4000 Books and Supplies	-	32,760	32,760	16,380	16,380	16,380	16,380	-	-	-	-	-	131,040	-
5000 Svc & Other Op Exp														
Utilities Rents & Other	2,457	2,457	2,457	2,457	2,457	2,457	2,457	2,457	2,457	2,457	2,457	2,457	29,489	-
Occupancy Facilities	7,021	7,021	7,021	7,021	7,021	7,021	7,021	7,021	7,021	7,021	7,021	7,021	84,255	-
Maintenance	1,843	503	503	503	503	503	503	503	503	503	503	503	7,372	-
Insurance	12,500	-	-	-	-	-	-	-	-	-	-	-	12,500	-
Travel & Conferences	-	-	2,653	-	-	2,653	-	-	2,653	-	-	2,653	10,612	-
Contracts	-	-	50,054	27,348	22,721	22,721	22,721	22,721	20,194	37,887	20,194	20,194	266,755	16,011
Auditing	-	-	-	-	-	-	-	-	-	-	-	-	-	12,500
Postage	300	300	300	300	300	300	300	300	300	300	300	300	3,600	-
Telephone	750	750	750	750	750	750	750	750	750	750	750	750	9,000	-
Special Educ Encroachment	-	-	-	-	-	-	-	-	-	-	-	37,200	37,200	-
6000 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Furniture and	10,500	10,500	10,500	10,500	-	-	-	-	-	-	-	-	42,000	-

Peacemaker Leadership Academy
Appendix E: Cash Flow

Equipment														
Computers and Other Technology	15,500	15,500	15,500	15,500	-	-	-	-	-	-	-	-	62,000	-
7000 Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Payments on Revolving Loan	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL														
EXPENDITURES	<u>69,496</u>	<u>88,415</u>	<u>210,527</u>	<u>168,788</u>	<u>138,161</u>	<u>140,814</u>	<u>138,161</u>	<u>121,781</u>	<u>121,907</u>	<u>136,947</u>	<u>119,254</u>	<u>159,107</u>	<u>1,613,358</u>	<u>161,572</u>
INCR (DECR) IN CASH	<u>197,171</u>	<u>(71,749)</u>	<u>123,166</u>	<u>13,532</u>	<u>13,313</u>	<u>10,660</u>	<u>13,313</u>	<u>29,693</u>	<u>12,717</u>	<u>115,634</u>	<u>15,370</u>	<u>(24,483)</u>	<u>448,339</u>	<u>(88,168)</u>
ENDING CASH	<u>197,171</u>	<u>125,423</u>	<u>248,589</u>	<u>262,120</u>	<u>275,434</u>	<u>286,094</u>	<u>299,408</u>	<u>329,101</u>	<u>341,818</u>	<u>457,452</u>	<u>472,822</u>	<u>448,339</u>	<u>448,339</u>	<u>360,171</u>

Peacemaker Leadership Academy
Appendix E: Cash Flow

Special Educ Encroachment	-	-	-	-	-	-	-	-	-	-	-	43,800	43,800	-
6000 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Furniture and Equipment	3,570	3,570	3,570	3,570	-	-	-	-	-	-	-	-	14,280	-
Computers and Other Technology	2,805	2,805	2,805	2,805	-	-	-	-	-	-	-	-	11,220	-
7000 Debt Service Payments on Revolving Loan	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	<u>52,656</u>	<u>54,835</u>	<u>210,384</u>	<u>171,147</u>	<u>160,145</u>	<u>163,624</u>	<u>160,145</u>	<u>151,883</u>	<u>152,356</u>	<u>169,923</u>	<u>148,876</u>	<u>250,744</u>	<u>1,846,718</u>	<u>213,039</u>
INCR (DECR) IN CASH	<u>(35,989)</u>	<u>(38,168)</u>	<u>180,785</u>	<u>36,717</u>	<u>16,874</u>	<u>13,395</u>	<u>16,874</u>	<u>25,136</u>	<u>4,620</u>	<u>127,361</u>	<u>8,099</u>	<u>(93,769)</u>	<u>261,936</u>	<u>(117,284)</u>
ENDING CASH	<u>324,182</u>	<u>286,013</u>	<u>466,799</u>	<u>503,516</u>	<u>520,391</u>	<u>533,786</u>	<u>550,660</u>	<u>575,796</u>	<u>580,416</u>	<u>707,777</u>	<u>715,876</u>	<u>622,107</u>	<u>622,107</u>	<u>504,823</u>

Peacemaker Leadership Academy
Appendix E: Cash Flow

Peacemaker Leadership Academy
Charter School

Cash Flows
Fiscal Year 2010
- 11

	July	August	September	October	November	December	January	February	March	April	May	June	Total	Carryover
BEGINNING CASH	504,823	450,951	390,639	589,262	618,151	625,503	628,912	636,265	654,271	648,444	785,788	783,905	504,823	673,089
REVENUES														
Gen-Purpose Blk Grant	-	-	354,831	157,703	157,703	157,703	157,703	157,703	137,990	275,979	137,990	137,990	1,833,292	137,990
Categorical Block Grant	-	-	27,172	12,077	12,077	12,077	12,077	12,077	10,567	21,134	10,567	10,567	140,391	10,567
Class Size Reduction	-	-	44,554	44,554	13,709	13,709	13,709	13,709	11,995	23,990	11,995	11,995	203,918	(32,558)
In Lieu of Econ Impact Aid	-	-	8,346	3,709	3,709	3,709	3,709	3,709	3,245	6,491	3,245	3,245	43,119	3,245
Revolving Loan Implementation Grant	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUES	-	-	<u>434,902</u>	<u>218,042</u>	<u>187,197</u>	<u>187,197</u>	<u>187,197</u>	<u>187,197</u>	<u>163,797</u>	<u>327,595</u>	<u>163,797</u>	<u>163,797</u>	<u>2,220,720</u>	<u>119,244</u>
EXPENDITURES														
1000 Certificated Pers Sal	7,803	7,803	96,074	96,074	96,074	96,074	96,074	96,074	96,074	96,074	96,074	96,074	976,343	176,541
2000 Classified Pers Sal	8,670	8,670	11,212	11,212	11,212	11,212	11,212	11,212	11,212	11,212	11,212	11,212	129,462	-
3000 Employee Benefits	2,898	2,898	18,873	18,873	18,873	18,873	18,873	18,873	18,873	18,873	18,873	18,873	194,524	31,056
4000 Books and Supplies	-	21,307	21,307	10,654	10,654	10,654	10,654	-	-	-	-	-	85,230	-
5000 Svc & Other Op Exp														
Utilities	3,412	3,412	3,412	3,412	3,412	3,412	3,412	3,412	3,412	3,412	3,412	3,412	40,949	-
Rents & Other Occupancy Facilities	9,750	9,750	9,750	9,750	9,750	9,750	9,750	9,750	9,750	9,750	9,750	9,750	116,998	-
Maintenance	2,559	698	698	698	698	698	698	698	698	698	698	698	10,237	-
Insurance	13,005	-	-	-	-	-	-	-	-	-	-	-	13,005	-
Travel & Conferences	-	-	3,943	-	-	3,943	-	-	3,943	-	-	3,943	15,772	-
Contracts	-	-	65,235	32,706	28,080	28,080	28,080	28,080	24,570	49,139	24,570	24,570	333,108	17,887
Auditing	-	-	-	-	-	-	-	-	-	-	-	-	-	13,005
Postage	312	312	312	312	312	312	312	312	312	312	312	312	3,745	-

Peacemaker Leadership Academy
Appendix E: Cash Flow

Telephone	780	780	780	780	780	780	780	780	780	780	780	780	9,364	-
Special Educ Encroachment	-	-	-	-	-	-	-	-	-	-	-	-	50,400	50,400
6000 Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Furniture and Equipment	1,821	1,821	1,821	1,821	-	-	-	-	-	-	-	-	-	7,283
Computers and Other Technology	2,861	2,861	2,861	2,861	-	-	-	-	-	-	-	-	-	11,444
7000 Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Payments on Revolving Loan	-	-	-	-	-	-	-	-	-	-	-	-	54,589	54,589
TOTAL EXPENDITURES	53,872	60,313	236,279	189,153	179,845	183,788	179,845	169,191	169,624	190,251	165,681	274,613	2,052,454	238,489
INCR (DECR) IN CASH	(53,872)	(60,313)	198,623	28,889	7,352	3,409	7,352	18,006	(5,827)	137,344	(1,884)	(110,815)	168,267	(119,245)
ENDING CASH	450,951	390,639	589,262	618,151	625,503	628,912	636,265	654,271	648,444	785,788	783,905	673,089	673,089	553,845

Appendix G

EdFutures Annual Report and Financial Statement

EDF 2006/2007 Annual Report: Chairman/CEO's Letter

Chairman's Letter

Dear EDF Customer/Partners/Team: It is generally accepted that the performance of the public education system in America's under-served communities needs improvement. Too many of our children are failing to acquire the basic concepts required for them to succeed in today's society. Many of our parents do not have the choice of taking their children out of "failing schools" and sending them to a "school of excellence." The result is too many uneducated children who face a difficult and limited future, frustrated parents who feel disenfranchised, and educators who leave the system or settle for an unfulfilled professional life. With the continuing economic shift, shrinking the middle class, these facts provide a dismal view of the future.

The demands of modern society are such that our children need access to a world-class academic education. Our society rushes further into the 21st century and the demands of a knowledge worker economy continue to widen the "quality of life" gap between those that have an excellent education and those that don't.

Today, we face an uncertain future struggling with economic, environmental, and security questions aided and exacerbated by the exponential growth of technology. In such an environment the arduous task of changing a one hundred-year-old factory model that focused on activities to one that focuses on results is enormous. However, our future rests on our capacity to assume such responsibility and succeed.

It is clear that parents want a "better life" for their children; it is equally clear that educators have the capability to deliver what works. What is missing? How do we get the graduates we want? What is a 21st Century education? What does a world-class education cost? What is our country's strategic plan for systemic change?

Charter Schools

Strong Charter School Laws offer parents, educators, and community leaders the opportunity to answer the above questions by supporting and participating in schools that have the freedom to use free market solutions. The reality of freedom and accountability is that they support the academic innovation and the organizational best practices required to bring a world-class education to our children. Charter laws invite educators and other community leaders to create successful, replicable, education models that can be shared.

Charter Schools offer us the opportunity to build a successful strategic framework together.

EdFutures

Seven years ago the leadership of EdFutures formed a team of business and education professionals that would meet the challenges of transforming public education and make a "real" difference in the lives of our children. We continue to

build a team with a shared vision and dedication to individual mastery, knowing that a small, competent, flexible, focused, results-oriented organization can answer difficult questions and indeed change the world.

We developed the following vision, mission and strategy and chose the City of Atlanta to develop our first replicable model.

Vision: A globally competitive academic foundation for all children

We see:

- A system of education that provides globally competitive leadership learning skill foundations for children;
- An open, dynamic system that invites change and a continual learning process responsive to customers.
- A performance-oriented system that competes and captures the best of many of our young people as they ponder future careers.
- A system that includes choice and competition for empowered parents and cooperation and collaboration between business, government, private individuals and organizations.

Mission: Provide a performance oriented K-12 delivery system that is recognized as the system of choice, by parents, educators and business, particularly in underserved markets.

Strategy

We began with the basic understanding that all parents want a better life for their children and that educators know how to educate. To accomplish our mission our first task was to attract successful people who shared our vision. Second, we had to understand the needs of our customers and provide customer-focused solutions. Lastly, we had to create an environment where performance, individual mastery, excellence in execution and a culture of "best practices" are a way of life. **Our first school, UCA is the continuing process of becoming such an environment.**

UCA

Today parents in southeastern Atlanta can make a life changing choice for their child. Today we are celebrating a **School of Excellence, University Community Academy**. We now have a school that begins to answer many of the above questions while serving as a replicable model.

UCA was the vision of Atlanta community leaders, who saw the need for a school of excellence in an underserved community. In 2006 University Community Academy achieved recognition as a "Georgia Distinguished School and A Georgia School of Excellence". UCA is accredited by the Southern Association of Colleges and Schools and is a National Aeronautics and Space Administration (NASA) Explorer School. This is indeed a credit to the founders vision and all those who have worked tirelessly with a basic commitment to "children first".

The 2006 performance was outstanding. Academic and financial objectives were met and for the first time bonuses were distributed to all staff. As we looked ahead we understood that success would prompt opportunities and the associated challenges. It was expected that 2007 would be a challenging year. In 2006 we badly needed a new facility. Our customers (parents) demanded that we move to a location where the education experience could be enhanced. We listened and responded. We leased a deserted school in Anderson Park and took on the substantial challenge of repair. While repairs were still being completed we began instruction. There were staff changes and ever-present challenges to continue improving our services.

Under the above circumstances it would be understandable if academic results suffered. **Again in 2007 the UCA team of professionals achieved state requirements. The principal, staff, teachers and support team are to be congratulated on a truly outstanding accomplishment?**

Our financial health was challenged but we continued to prioritize our education program and met our obligations.

As a new year approaches our dedication to prepare our children for leadership in the 21st Century remains. The focus of our strategy for 2007/2008 is to embody the phrase "learning organization." We will continue to improve our services by adding value, concentrating on programs that support the emotional and social development of our children while developing exciting new career paths for staff. These are exciting times and we are making a positive contribution.

We began the 2007/2008 school year, closing Good Schools for All Leadership Academy (Delray Beach, Florida) due to low enrollment and adding Lee Charter Academy (Ft. Myers, Florida).

Together we are saving lives, improving communities and taking a giant step toward halting our nations systemic movement toward a third world culture.

Sincerely,
Eugene S. Ruffin
Chairman and Chief Executive Officer

Edfutures, LLC
Balance Sheet
As of December 31, 2006

	<u>Dec 31, 06</u>
ASSETS	
Current Assets	
Checking/Savings Bank 1	-307,750.53
Total Checking/Savings	<u>-307,750.53</u>
Total Current Assets	-307,750.53
Fixed Assets	
Furniture Office	13,742.62
Total Furniture	13,742.62
Total Fixed Assets	<u>13,742.62</u>
TOTAL ASSETS	<u><u>-294,007.91</u></u>
LIABILITIES & EQUITY	
Equity	
Retained Earnings	-325,514.28
Net Income	31,506.37
Total Equity	<u>-294,007.91</u>
TOTAL LIABILITIES & EQUITY	<u><u>-294,007.91</u></u>

