



ST. HOPE PUBLIC SCHOOL #7

Charter School Proposal

Presented to the governing Board of the Sacramento City Unified School District and prepared in compliance with the terms, conditions and requirements of A.B. 544 (California Education Code 47605) – The Charter School Act.

Submitted by St. HOPE Public School #7 in cooperation with parents, teachers, staff, community leaders and other concerned citizens of Sacramento, California.

January 22, 2002

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Affirmations

1. St. HOPE Public School #7 (PS7, the School) shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, shall not charge tuition, and shall not discriminate against any pupil on the basis of race, ethnicity, national origin, gender or disability.
2. PS7 shall admit all pupils who wish to attend the School subject to capacity. Admission to the School shall not be determined according to residence of the pupil or of his/her parent or guardian within the state except as required or allowed under Education Code Section 47605(d)(2).
3. PS7 shall comply with all federal and state laws related to serving students with exceptional needs.
4. All meetings of the PS7 Board of Directors (the Board) shall be conducted in accordance with the Brown Act.
5. PS7 shall meet all statewide standards and conduct the pupil assessments required pursuant to Education Code Section 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools.

ELEMENT “A” - The Educational Program

Vision and Mission

The vision of PS7 is to provide the highest standard of education and train young people to become leaders.

The mission of PS7 is to provide students in kindergarten through eighth grade with the skills and training necessary to become contributing members of their school, family and community. PS7 will cultivate a learning environment where students, faculty and parents embrace a standard of excellence in academic achievement, ethics and citizenship. Students will participate in a college preparatory program with low student-teacher ratios during an extended instructional schedule. Our service-learning curriculum will provide hands-on experience in community building and focus on revitalization of the surrounding Oak Park community. Our ultimate goal will be to graduate self-motivated, industrious, critically thinking students who are passionate about learning and committed to service. PS7 students will be well prepared for high school, higher education, employment and acceptance of their rights and responsibilities as citizens in a democratic society.

Target Population

While open to all students in the state, PS7 will target students and families living in the Sacramento City Unified School District (SCUSD, the District). The School will recruit widely throughout SCUSD; however, we anticipate many PS7 applicants will come from the immediate geographic area surrounding the School. PS7 students will be diverse in culture, language, ethnicity, and socio-economic background. The demographics of the Oak Park community suggest most students will come from minority and disadvantaged families with many economic and social needs. Almost half (41%) will be English Learner students, 54% will come from households receiving CalWORKS (formerly Aid for Families with Dependent Children) and 87% will qualify for the Free and Reduced Price Lunch Program. We predict many of our parents will want to participate in parent education classes to guide them in raising and educating their child(ren). PS7 will be inclusive of students with a wide range of talents and abilities, including those with special education needs and those who are English Learners.

All students who enroll in PS7 will possess a strong desire to attend a school that emphasizes high academic achievement and promotes community involvement through service-learning projects that focus on improvement of the surrounding Oak Park neighborhood.

In its initial year of operation, PS7 will serve 300 students in kindergarten through sixth grade. PS7 will adopt a year-round educational calendar. Resources permitting, in the 2009-2010 school year, we plan to add a seventh grade class and an eighth grade class in the following year. Also, based on available resources, PS7 will add an on-site pre-kindergarten program as soon as it is feasible.

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Administrative Leadership

Two co-directors (referred to as Co-director 1 and Co-director 2) will serve as the PS7 administrative team. Co-director 1 will oversee the financial and managerial aspects of PS7 administration. Co-director 1 will also serve as the primary ambassador for PS7 with respect to public and community relations. Co-director 2 will supervise the PS7 teaching staff and will be responsible for professional development, teacher training, and using assessment data to guide instruction.

Curriculum and Content

All PS7 students have the right to graduate from PS7 having been empowered with the highest levels of academic and life skills. It is expected that these academic and life skills will give our students the tools to meet the educational, professional and personal challenges of the 21st century. In order to meet the diverse needs of the PS7 student body, we will provide all students and teachers with the following:

Standards

The California State Board of Education has established “rigorous world-class” content and performance standards (1997-1999). PS7 students and staff will be held accountable for these “rigorous world-class” standards in the core disciplines (English/language arts, mathematics, history/social science, and science). Every student, teacher, and parent associated with PS7 will become intimately familiar with the standards for his/her grade level. Grade-level appropriate standards will be clearly articulated and posted in every classroom.

Life Skills

In addition to gaining proficiency in academic skills, PS7 students will also acquire life skills that will provide a meaningful connection to their world outside of school. Unfortunately, school and the “real world” are often disconnected for far too many of our students. As a result, they may perceive the educational process as nothing more than an exercise in obtaining “useless” information. The PS7 Life Skills curriculum will enable students to apply classroom learning in meaningful contexts within the real world. Life skills also equip students to participate fully and positively in our society. These life skills include all of the following:

- Communication
- Cooperation
- Critical thinking

- Caring and respect
- Citizenship
- Conflict resolution
- Responsibility
- Study skills
- Technology literacy

Instructional Programs

In order to empower students to meet rigorous standards, teachers must be given the best possible instructional tools to deliver standards-based instruction to students. Presently, PS7 is scrutinizing several research-based instructional programs. America's Choice, Core Knowledge, Knowledge is Power Program (KIPP), and Open Court are among the instructional programs being researched. Our goal is to complete our research and adopt an instructional program(s) for all core subjects by the end of February 2002. At this point in time, we can confidently state that the instructional program(s) eventually adopted by PS7 will provide a systematic approach for all teachers to teach and students to acquire the mandatory skills that will lead to mastery of grade-level standards. The instructional program will be aligned with the California state content standards for English/language arts, mathematics, science, and history/social science.

Instructional Strategies

Students will be given opportunities to learn academic and life skills from teachers, parents, classmates, and caring community members. Effectively meeting the needs of a diverse student population requires a firm belief in and implementation of several key strategies. The instructional strategies employed at PS7 will be:

- **Low Student-Teacher Ratios**

Class-size reduction will be in effect in all PS7 classrooms. We will limit enrollment to 18 students in the primary grades (K-3), and 20 students in the intermediate grades (4-6). Studies have shown that minority and disadvantaged students benefit disproportionately from small class sizes in the early grades.¹

¹ U.S. Department of Education, National Center for Education Statistics, *The Condition of Education 2001*, NCES2001-072, Washington, DC: U.S. Government Printing Office, 2001. 64.

- **Intensive Staff Development**

Staff development will be a critical process for developing teaching strategies, accessing the latest research on teaching and learning, sharing ideas with other teachers, and lesson-planning with grade-level peers.

The primary job responsibility of Co-director 2 will be staff development and teacher mentorship. Time will be regularly scheduled for the purpose of teacher training and collaboration.

- **Individualized Learning Plans**

Students are unique individuals with specific needs and we will treat them as such. If a doctor chose to treat all of his/her patients with the same medication, it would be to the detriment of the patients (and the physician). Students flourish when they receive instruction that is tailored to their specific needs.

Assessments (standardized, diagnostic/criterion-referenced, rubrics, portfolio, etc.) will inform and drive our instruction. Student needs and progress will be continuously monitored to provide the most-informed instruction.

- **Differentiated Instruction**

Instruction will be delivered through a variety of modalities (auditory, visual, multi-media, “hands-on”) and flexible grouping strategies (whole class, cooperative groups, project-based learning).

- **Extended Day**

Individualized after-school tutoring will be provided for students who are in need of extra assistance through PS7’s partnership with St. HOPE Academy (SHA), a 501(c)(3) non-profit after-school youth development program. SHA will provide tutoring to PS7 students through its “Help One Student to Succeed” (HOSTS) Structured Mentoring Program in language arts and math. HOSTS is a kindergarten through high school, research-based program that pairs students with mentors as partners in learning. Currently operating in more than 1,000 schools across the country, HOSTS has won prestigious awards for improving student academic performance and self-esteem and generating more parental and community involvement in a cost-effective manner.² Carefully aligned with State of California content standards, HOSTS targets each student’s specific areas of need, thus avoiding the pitfalls of “one size fits all” lesson plans.

² HOSTS has been endorsed by the U.S. Dept. of Education, the U.S. Secretary of Education, the National Council of Teachers of English, the National Center for Dropout Prevention and the U.S. Department of Justice.

Numerous studies have found that after-school programs can effectively address students' academic, recreational and cultural needs, especially when the programs insist on structure.³ In particular, a 1994 study⁴ investigated the effect of after-school programs on low-income students. Focusing mostly on African-American students, this study found that students in formally structured programs "spent significantly more time on academics and enrichment lessons and significantly less time watching television or engaging in unorganized activities outdoors. They also spent significantly more time with adults and doing activities with adults." SHA will provide such a similarly structured tutoring program to PS7 students.

- **Educational Partners**

PS7 will rely heavily on partnerships to support teaching and learning and the overall mission of the School. Our service learning curriculum will provide hands-on experience in community building and focus on revitalization of the surrounding Oak Park community through a partnership with St. HOPE Development Company, a community development corporation that develops, owns and manages commercial and residential real estate properties, brings businesses and jobs to Oak Park and offers well-maintained, affordable housing options to residents.

PS7 will also benefit from its affiliation with SHA, which, as stated earlier, will provide services such as after-school HOSTS tutoring at the School. Currently, fifteen "America Reads" work-study students from California State University Sacramento (CSUS) act as mentors to SHA students, and PS7 will not only continue but expand this relationship with "America Reads."

PS7 will further profit from a promising new collaborative venture with CSUS. This alliance includes charter school support in an assortment of areas including curriculum development, learning outcomes assessment, and program evaluation, as well as early outreach programs, such as parent awareness workshops.

Other key organizations with whom PS7 will partner include the Guild Theater, a non-profit organization that promotes opportunity and awareness in the arts and serves as an arts catalyst through community produced and professionally presented multi-dimensional, cultural and generational works; and the Neighborhood Corps, a two-year fellowship designed to attract recent college graduates committed to teach in inner-city neighborhoods.

³ Bronfenbrenner, U. (1986) Alienation and the four worlds of childhood. *Phi Delta Kappan*, 67, (6) 430, 432-36. Summary of study results by Pierce, Hamm, & Vandell in the Review of Extended Day and After-School Programs and their Effectiveness, Olatokonbo S. Fashola, Johns Hopkins University, Report No. 24, October 1998.

⁴ Posner, J.K., & Vandell, D. (1994). Low-income children's after-school care: Are there beneficial effects of after-school programs? *Child Development*, 65 (2), 440-56.

- **Parent Education and Participation**

Studies have shown that students whose parents are involved in their education generally have higher grades and test scores, better attendance, more consistently completed homework, higher graduation rates and greater enrollment in postsecondary education.⁵ PS7 parents will be actively involved in the education of students. For example, PS7 will develop a home-school literacy partnership. Students will daily check out books to read at home with family members. Parents will be trained to read with students at home. Each book read will be recorded in a log. This strategy allows us to increase parental involvement and also increases the number of accessible books in each student's home. Furthermore, parents will have opportunities to increase their literacy and parenting skills through classes offered during and/or after school and during school breaks.

Special Education

PS7 is well aware of the importance of special education to the District and the education community at large. No child will be excluded from the School because of his/her particular special education needs. PS7 will work to contract with SCUSD staff to provide any required special education services to PS7 pupils. Where such assistance from the District is not practical, PS7 understands that it is the School's obligation to secure such services as may be required by the Individualized Education Program (IEP).

PS7 will abide by the 1997 federal IDEA legislation, the State of California regulations for implementation (Solis Bill) including Part 30 of the California Education Code relative to Special Education programs, and relevant parts of Chapters 3 and 5.1 Division 1 of Title 5 of the California Code of Regulations relative to the special education of students and youth with disabilities and uniform complaint procedures. PS7 will also comply with any specific and necessary directives and procedures in place for the District and will, at a minimum, comply with all applicable District Board policies for special education.

PS7 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 IEP for all students identified and qualified as having a disability and receiving special education services;

⁵ The National PTA. *Building Successful Partnerships*. Bloomington: National Education Service, 2000. 12.

- A free and appropriate public education program – this program is 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 process 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 IEPs.

In order to develop strategies for all students not meeting expectations and for children with special needs, a Student Study Team comprised of Co-director 2 and selected staff will be established. The Student Study Team will use a systematic problem-solving approach, utilizing teachers, administrators, parents, the student, 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 (if intervention is needed), implemented and evaluated the effectiveness of the intervention, should a student be referred for special education evaluation.

There may be some exceptions to the above policy:

1. If a parent or guardian requests a special education evaluation, he/she has 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 parent or guardian). The parent or guardian should be made aware of the Student Study Team process and its benefit for his/her child and the benefit of exhausting available school resources. If the parent or guardian requests the special education evaluation, he/she should provide a written request to the school.
2. A child may be referred for a speech and language evaluation without going through the Student Study Team process.

Co-director 2 will meet regularly with on-site special education personnel including psychologists, speech and language therapists, adaptive physical education specialists and resource specialists. Co-director 2 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 IEP mandates. The reports from resource specialists shall include meeting dates with parents as scheduled in the IEP.

Special education personnel on-site at PS7 will work as a team with the School's teachers, parents and administrators. The co-directors will hold special education personnel accountable for how IEP goals and objectives are communicated to teachers and parents. The strategies identified for intervention will, where possible, emphasize inclusion in the regular classroom setting – subject 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.

During registration, all incoming students will be screened to determine if they have an IEP.

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

English Learners

PS7 shall comply with all applicable federal law in regard to services to and the education of English Learner (EL) students. PS7 shall develop, implement and maintain policies and procedures for the provision of services to EL students in accordance with guidance published by the Office of Civil Rights of the U.S. Department of Education. At a minimum these policies and procedures shall:

- Identify students who need assistance.
- Develop in compliance with state criteria and regulations, a program that, in the view of experts in the field, has a reasonable chance of success.
- Ensure that necessary staff, curricular materials, and facilities are in place and used properly.
- Develop appropriate evaluation standards, including program exit criteria, for measuring the progress of students.

- Assess the success of the program in terms of student outcomes and modify the program where needed.

PS7 may select to have SCUSD's Multilingual Education Department or an outside consultant conduct an annual audit to comply with federal and state guidelines.

ELEMENT "B" - Measurable Pupil Outcomes

PS7 will adhere to the rigorous content and performance standards for the core subject areas (English/language arts, mathematics, science, and history/social science) as set forth by the California State Board of Education. Students will be expected to master age-appropriate or grade-level skills as outlined by the California content standards for the four major subject areas.

Core Academic Skills

English/Language Arts: Students will demonstrate proficiency in:

- Listening and speaking (including presentation skills).
- Reading (decoding, fluency and comprehension).
- Writing skills.

Mathematics: Students will:

- Develop fluency in basic computational skills.
- Develop an understanding of mathematical concepts.
- Become mathematical problem solvers who can recognize and solve routine problems readily and find ways to reach a solution or goal where no routine path is apparent.
- Communicate precisely about quantities, logical relationships, and unknown values through the use of signs, symbols, models, graphs, and mathematical terms.
- Reason mathematically by gathering data, analyzing evidence and building arguments to support or refute hypotheses.
- Make connections among mathematical ideas and between mathematics and other disciplines.

History/Social Science: Students will gain an appreciation and an understanding of how historical events and people affect the present and the future. Students will also learn the responsibilities of being a member of a culturally diverse society.

Science: Students will develop an understanding of the utility of scientific research and inquiry methods. Students will also understand the major concepts behind the various branches of science.

Life Skills: Students will develop and demonstrate the following life skills:

- **Communication:** the ability to listen, speak, read and write as appropriate to the intended audience in school, at home, or in the community.
- **Cooperation:** the ability to work productively with school peers, family members, and community members to complete assigned projects.
- **Critical thinking:** the ability to form a reasonable opinion on matters that require the active assessment and comparison of data, such as those contained in newspapers, election material and other material available and pertinent to socially aware citizens.
- **Caring and respect:** the ability to accept and demonstrate kindness and appreciation for cultural, linguistic, and socio-economic differences among classmates and community members.
- **Citizenship:** the ability to plan and implement a project in service to the School and the larger community.
- **Conflict resolution:** the ability to resolve differences in opinion in a civil and fair manner.
- **Responsibility:** the ability to maintain the highest personal standards in studies, character development and citizenship.
- **Study skills:** the ability to utilize note-taking strategies, questioning strategies, library research skills and test-taking strategies.
- **Technology literacy:** the ability to make effective and responsible use of technology to enhance learning and academic performance.

ELEMENT “C” - Methods to Assess Pupil Progress towards Meeting Outcomes

PS7 will utilize multiple measures to assess pupil progress toward meeting stated outcomes and goals and annual growth. The knowledge gained from each of our assessment tools will inform and enlighten our instruction for the entire student body.

STAR Program

As clearly outlined by California Charter School laws, PS7 will participate in the California Standardized Testing and Reporting (STAR) Program. Beginning in grade 2, PS7 students will be assessed using the Stanford Achievement Test, Ninth Edition, Form T (SAT-9). In 1999, the STAR Program “augmented” the SAT-9 with test items so that this norm-referenced assessment more closely aligns with the content standards adopted by the California State Board of Education. Hence, PS7 students taking this “standardized” assessment will have an opportunity to show to what degree they have mastered grade-level content standards.

The goal is for PS7 students to show annual growth in each of the assessed content areas of the SAT-9. We will gauge student growth on the California Standards Test portion of the SAT-9 by using Performance Standards (Levels) for the core academic disciplines (English/language arts, mathematics, science, and history/social science). It is the goal of PS7 that all students achieve at or above the Proficient performance standard (level) as established by the State Board of Education. Finally, PS7 will meet and/or exceed academic growth goals as outlined by the Academic Performance Index (API), which is the cornerstone of California’s Public Schools Accountability Act (PSAA).

Rubrics

PS7 will develop rubrics to assess student proficiency in writing. These rubrics will align with State content standards for writing. Furthermore, we will develop rubrics to gauge student attainment of the skills taught in our Life Skills curriculum.

Criterion-Referenced

PS7 students will be given appropriate criterion-referenced assessments to pinpoint specific “learning gaps” in each student’s reading and mathematics skills. We will utilize the HOSTS reading and math diagnostic assessments to help deliver individualized and developmentally-appropriate instruction in the classroom and in tutoring sessions.

Continuous Progress

PS7 students’ progress in reading and math will be consistently assessed. The adopted instructional programs for the core academic subjects will provide weekly and unit assessments. In addition, we will utilize the Jerry Johns Basic Reading Inventory and the HOSTS Math

Placement Inventory to ensure further that every student receives timely, developmentally-appropriate and meaningful instruction.

ELEMENT “D” - Governance Structure of School

PS7 Board of Directors

PS7 will constitute itself as a California Public Benefit Corporation pursuant to California law. The School will be governed pursuant to the bylaws adopted by the incorporators, as subsequently amended pursuant to the amendment process specified in the bylaws. The Board’s primary roles and responsibilities will include establishing and approving all major educational and operational policies, approving all major contracts, approving the School’s annual budget and overseeing the School’s fiscal affairs, and selecting and evaluating the administrative staff. Furthermore, the Board shall serve to direct the development of PS7 in the planning years prior to the commencement of PS7’s operation. The bylaws will call for one parent to sit on the Board. The Board will include between 6 and 8 members with desired areas of expertise in the following fields: education, legal, accounting, marketing, and business. The School’s bylaws will also permit one representative of SCUSD to serve on the Board. To prevent any real or perceived conflict of interest or incompatibility of office, this District representative should not be a District staff or board member and should sit on the Board as a nonvoting member who facilitates communications and mutual understanding between PS7 and SCUSD.

The Board will have bi-monthly meetings held in accordance with the Brown Act. An integral role of the Board shall be to provide a means by which everyone in the PS7 community can have input in identifying problems and inventing solutions to meet the School’s goals. The Board shall also facilitate the annual performance audits of the School and shall participate in the dispute resolution procedures of the School as necessary.

The School will maintain in effect general liability and Board errors and omissions insurance policies.

The Co-directors of PS7

The co-directors shall cooperatively manage the day-to-day operations of PS7. They shall be responsible for all hiring, direction, and evaluation of faculty and staff and all personnel discipline (with approval and ratification by the Board). They shall also be responsible for the implementation of all Board policies and procedures, including student discipline, and shall organize all instruction, academic support, health and counseling services for kindergarten through eighth grades. The co-directors of PS7 shall be to the School what the superintendent is to SCUSD. They shall serve at the pleasure of the Board and shall also participate as staff and advisor to the Board. They will also be responsible for developing PS7’s annual performance audit.

Advisory Council

PS7 will have an Advisory Council comprised of PS7 parents, educators, and community leaders. The Advisory Council will provide input to the Board through the co-directors 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. The Advisory Council will include the elected president of the Parent Council (see below), a representative of the staff, one or both of the co-directors and such other persons as may be necessary to accomplish its tasks. The policies and procedures of the Advisory Council will be developed within the first semester and shall include procedures for dispute resolution involving students, parents and staff.

Parent Association

All parents or guardians of PS7 students will be members of the Parent Association, whose sole purpose is to support the vision and mission of PS7.

Parent Council

One goal of PS7 is to empower parents as educational partners. Parents should feel that their voice and participation at the School influences the development of the School and its components. Parents will have the opportunity to participate in a variety of meaningful ways at the School and their presence on campus and assisting teachers in the classroom will be most important.

In order to ensure significant parent involvement, the School will have a standing Parent Council within the Parent Association. The Parent Council will be the organization responsible for recruiting parents in the activities of the School for the purpose of strengthening the community. It will be responsible for coordinating parent activities and strategies in support of the School.

The Parent Council (whose by-laws will be developed during the first semester) will consist of a president, vice-president, secretary, treasurer, parent volunteer coordinator, and a class representative from each class/grade. All parents and guardians will be encouraged to attend Parent Council Meetings.

ELEMENT “E” - Employee Qualifications

Employees

All employees will be teachers and role models. Because of their love for students, employees will be not only innovative individuals with a passion for life-long learning but also coaches and facilitators of learning. They will be committed to developing the social, civic, character and academic potential of each student. It is the intent of PS7 to hire employees who are dedicated to providing instruction for children according to the academic content standards adopted by the California State Board of Education.

Selection and appointment of PS7 employees will be the exclusive prerogative of PS7. Those who work at PS7 shall be selected, employed and released by PS7, which will set the terms and conditions of employment.

PS7 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. Decisions relative to the selection of the co-directors of the School rests with the Board. Decisions relative to the selection of all remaining employees rest jointly with the co-directors and the Board. All candidates must show evidence of compliance with the California criminal clearance process.

Administrators

Each co-director should possess leadership abilities and a comprehensive educational vision that is consistent with the School's mission and educational program, as well as experience related to their areas of responsibility. In addition, co-directors should have strong knowledge of the academic content standards adopted by the California State Board of Education. All candidates must show evidence of compliance with the California criminal clearance process.

Teachers

It is the intent of PS7 that the teacher of record for every classroom will hold at least a preliminary teaching credential issued by the California Commission on Teacher Credentialing. However, PS7 reserves the right to employ teachers who hold a university, pre-intern or emergency credential per the specifications listed in the section below detailing specific teacher qualifications.

The most important qualifications for our teachers are: (1) commitment to developing the academic potential of all PS7 students; (2) demonstrated competency in subject matter they will be teaching; (3) proficiency in instructional practices relevant to diverse populations; (4) familiarity with or willingness to be trained in learning styles and the School's curriculum sequence; and (5) willingness to work hard, take responsibility and exercise leadership for the School as a whole.

Specific teacher qualifications include:

- Possession of a preliminary teaching credential issued by the California Commission on Teacher Credentialing.

NOTE: Credential requirements apply to prospective teachers providing instruction in core subjects, including English/language arts, mathematics, history/social science, and science. A credential is not required for individuals providing instruction in life skills and service learning as implemented at PS7. A credential is not required for employees

or volunteers who have appropriate expertise or professional experience to provide instructional support. These employees and volunteers will not grade or approve student assignments without prior approval from a teacher.

Individuals who hold a university, pre-intern or emergency credential, demonstrate their intent to enroll in a professional preparation program accredited by the California Commission on Teacher Credentialing, demonstrate strong content knowledge in the subjects they desire to teach, and make satisfactory progress as defined by District standards in meeting their credential obligations, will receive consideration for employment.

- Strong knowledge of state-adopted academic content standards;
- Willingness to devote time, energy and effort in developing the School's program;
- Commitment to working with parents as educational partners;
- Willingness to become learners as well as teachers/coaches in the School;
- Knowledge of or willingness to become knowledgeable about the developmental needs of the students;
- Sensitivity to social as well as academic needs of the students;
- Willingness and ability to plan cooperatively with other teachers;
- Willingness to be trained in the use of different curricula and learning styles in the classroom;
- Willingness to be an active participant in staff meetings;
- Willingness to work closely with the administration by providing any information regarding a student's behavior change, attitude and/or classroom performance;
- Willingness to take a leadership role in some aspect of the School's development;
- Strong knowledge of their personal strengths and weaknesses;
- Willingness to continue education through additional courses and training, workshops, seminars and professional development; and

- Willingness to work collaboratively with PS7's university, college, business and community partners.

All other staff members shall meet the basic criteria for employment as identified by the District and shall possess those qualities referred to in "Employees" above.

ELEMENT "F" - Health and Safety Procedures

Prior to commencing instruction, PS7 shall adopt and implement a comprehensive set of health, safety and risk management policies. These policies shall be developed in consultation with PS7's insurance carriers and SCUSD (using SCUSD policies where applicable) and, at a minimum, address the following topics:

- A requirement that all enrolling students and staff provide records documenting immunizations to the extent required for enrollment in non-charter public schools;
- Policies and procedures for response to natural disasters and emergencies, including fires, floods and earthquakes;
- Policies relating to preventing contact with blood-borne pathogens;
- A policy requiring that instructional and administrative staff receive training in emergency response, including appropriate "first responder" training or its equivalent;
- Policies relating to the administration of prescription drugs and other medicines;
- A policy that PS7 will be housed in facilities that have received state Fire Marshal approval and that have been evaluated by a licensed structural engineer who has determined that the facilities present no substantial seismic safety hazard;
- A policy establishing that PS7 function as a drug, alcohol and tobacco free workplace;
- A requirement that each employee of the School furnish a criminal record summary as required by Education Code Section 44237;
- A policy that all guest lecturers or volunteers complete a background statement and be under the supervision of the classroom teacher, or designated person at all times;
- A policy that PS7 utilize security personnel and school monitors;

- A policy that all visitors be required to sign-in at the reception desk and wear a visitor's badge at all times while on PS7 premises;
- A policy that PS7 establish a safe place off the grounds to move students in the event of danger.

These policies will be incorporated as appropriate into the School's student and staff handbooks and will be reviewed on an ongoing basis in the School's staff development efforts and governing board policies.

ELEMENT "G" - Means to Achieve Racial/Ethnic Balance Reflective of District

To achieve a racial and ethnic balance among its students that is reflective of the District, PS7 will implement broad-based, aggressive recruiting methods that include but are not limited to, the following: District-wide advertising of the School's program, policies and procedures; distribution of promotional and informational materials in a variety of languages; and outreach efforts to specific populations via neighborhood groups, community organizations, churches and other leadership organizations.

ELEMENT "H" - Admissions Requirements

Students will be considered for admission without regard to race, ethnicity, national origin, primary language, gender, disability or achievement level. Admission will not be determined according to the place of residence of the student or parents. The main attribute that we seek from each student and his/her family is a strong desire to attend a school that emphasizes high academic achievement and promotes community involvement through service-learning projects that focus on improvement of the surrounding Oak Park neighborhood.

In order for students to be admitted to PS7, they and their parents and/or guardians must take part in an orientation session that will introduce the School's philosophical and operational underpinnings and policies. At orientation, students, parents and guardians will be asked to sign an annual parent/student contract to acknowledge that they understand and support PS7's outcomes, philosophy, program and any other applicable requirements.

In the event that the number of students who wish to attend PS7 exceeds the School's capacity, a lottery system will be used to determine those selected to attend. Admission preference will be given in the following order: pupils who reside in the District; children of staff members, petitioners and/or Board members; siblings of current students; and pupils placed on the waiting list the previous year. The lottery process will continue until all applicants have been assigned a number for admission. Applicants who are not admitted will be placed on a waiting list, in the order in which they were selected in the lottery.

ELEMENT “I” - Financial Audit

Indemnification

PS7 shall have full responsibility for the organization and operation of the School. Such responsibility shall be consistent with review responsibilities and contracted services delegated by agreement to the District. PS7 shall operate and is organized in conformity with this agreement, as well as with state and federal law. The parties recognize that PS7 and the District are separate legal entities. In respect to its operation under this agreement, PS7 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 PS7 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

PS7 will receive funding in accordance with the Charter School Block Grant per AB 1115 (Chapter 78 – Statutes of 1999). It is the intent of PS7 and the District to develop mutually agreeable memoranda of understanding 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 the following understandings:

- Implement the fiscal regulations approved by the State Board of Education pursuant to the requirements of A.B. 544;
- Enable PS7 and the District to address, jointly and cooperatively, students with exceptional needs 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 PS7 and provided, at their discretion, by the District (understanding that the District will provide PS7 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 PS7 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.

Accountability and Annual Audit

The District and the Board will review the fiscal integrity of PS7 to ensure it that sound financial procedures are in place and being followed. The implementation of sound business/financial management practices at the site level will determine the short and long-term financial stability of PS7. The operational oversight of PS7 staff through on-going business reviews at the site level will insure that PS7 remains financially viable. The adherence to such sound financial practices administered at the site is a condition for continuance of the charter.

PS7 will annually, at its own expense, contract for the services of an independent and certified public accountant to conduct financial audits of PS7. These audits will, at a minimum, include an audit of the School's financial statements, and attendance accounting records and practices. Audit deficiencies will be resolved in accord with standard accounting practices and expectations as may be recommended by the State Department of Finance and the Charter Schools Unit of the State Department of Education.

The District shall inspect documents on file at PS7 which shall verify that all teachers of core academic subjects 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 superintendent or designees shall annually examine the audit report of PS7, and shall, not less than annually, examine the general operations of PS7. The superintendent will promptly report to the Board any instance in which PS7 has committed any of the violations reported in Education Code 47607 (b) which may result in revocation of the charter.

The District shall charge, and PS7 shall pay the District, for the actual costs of monitoring and supervision not to exceed 1 percent of the revenue of PS7. Except as otherwise provided by law, the District shall charge, and PS7 shall pay the District, 3 percent of PS7's revenue should the District permit PS7 to utilize District facilities or space for instructional purposes.

Business Practices and Contracting for Services and Goods

It is the intent of PS7 to negotiate with the District regarding an array of interrelationships, including, but not limited to, the provision of goods, services and special education.

PS7 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 PS7 from the District. These services may include:

- Accounting, payroll and fiscal support services.
- Student information, assessment and other data processing services.
- Facilities maintenance, utilities and grounds-keeping.
- Services related to exceptional needs or EL students.
- Transportation services as needed.
- Legal counsel and insurance services.
- Certain purchasing, delivery and warehousing services.
- Any categorical program management or grant development or compliance services deemed necessary for the quality of the school program.
- Special education services at the School site or sites maintained by the District, SELPA, or other appropriate provider.

All goods and materials purchased by PS7 with its own funds will be owned by PS7, and shall remain so, notwithstanding any withdrawal of charter status by the District. Should PS7 as a not-for-profit organization disband, all of its property and assets will be liquidated according to state law governing California Public Benefit Corporations. District materials and property donated or loaned to PS7 will be properly inventoried and returned to the District on withdrawal 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.

PS7 will perform internally and/or contract for accounting, budgeting, payroll and independent audit services with the District or a commercial firm.

School Site Rental or Site Purchase

It is the intention of the School to make use of current District facilities and space. Additionally, existing District space and non-District space may be utilized for future expansion of the School on a phase-in basis. In the alternative, non-District space will be used on a phase-in basis. If phased plans are necessary, PS7 will likely make use of several types of facilities during the course of the development. Options include rental of existing space, lease of bare land with installation of temporary buildings, and purchase of a permanent site and construction of permanent school buildings. The District will be invited to review the proposed sites upon completed negotiations regarding lease or purchase. The District shall have no legal obligation

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to assist PS7 financially during the development of various sites. However, they shall cooperate in the legal process of future site acquisition (if necessary) by adopting those resolutions (e.g., District verification that PS7 has been approved by the District), which may be required to obtain a suitable site, if such cooperation is necessary. No legal liability shall extend to the District nor shall financial assistance be required at any time. PS7 shall reimburse the District for any reasonable costs (e.g., staff time in excess of the 1 percent administrative oversight charge that the District is entitled to under the law) it should incur as a result of this cooperation. PS7 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.

Insurance and Safety Policy

PS7 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 coverage being expanded to conform to District policy, PS7 will provide evidence of the following insurance coverage:

- Liability, property, crime, defense costs for injunctive relief or non monetary recourse actions, covered party retained limit.
- Workers compensation, educators' liability, and comparable property insurance if non-District sites are to be utilized by PS7.

Evidence of all insurance will be made available to the designee of the Superintendent. All insurance coverage secured by PS7 will name the District as "also insured."

PS7 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.

Personnel Policies

Before hiring employees, PS7 shall develop personnel policies, which will be reviewed by the Board and PS7's legal counsel for compliance with applicable laws.

Health and Welfare Benefits

Charter school employees who were employed by a public school district in the year prior to joining PS7 will be treated the same (i.e., be entitled to receive the same coverage provided by PS7'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 (STRS) or Public Employees Retirement System (PERS).

Salary

Teachers and other employees will be placed on PS7's salary schedule according to the responsibilities that they assume. In the first year, employees who were employed by the District in the prior year will receive the same salary that they would have received had the District employed them in the year that the School opens. All other employees of PS7 will receive salary in the first year that will be competitive (within 10 percent) with the District scale and placement for a similar position. They will have access to benefit coverage equal to that of other staff.

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

Evaluation Procedure

One or both of the co-directors shall have the right to observe and evaluate staff using PS7 performance appraisal framework and system based on the "California Standards of the Teaching Profession." The purpose of the performance appraisal system is to promote great accountability by encouraging changes in professional practice that will result in the continuous improvement of student achievement. The assessment of staff will include, but need not be limited to:

- An analysis of student achievement based on student performance on standardized and other specific assessments;
- Observations by one or both of the co-directors in professional settings;
- Accomplishment and growth consistent with core professional expectations as documented by the teacher in a professional development program;
- A self-assessment based on adherence to the vision and mission of the School; and
- Community presence and involvement including frequency of parent contact.

ELEMENT "J" - Pupil Suspension and Expulsion

PS7 will develop and maintain a comprehensive set of student discipline policies. These policies will be printed and distributed to the PS7 community as part of the School's Parent-Student Handbook. The handbook will clearly describe the School's academic and behavioral expectations regarding attendance, work habits, harassment, substance abuse, violence and safety

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among others. School discipline will be addressed during orientation and all students, parents and guardians will be asked to verify that they have reviewed and understand the policies and procedures.

Any student who engages in repeated violations of the School's academic or behavioral expectations will be required to attend a meeting with the School's staff and the student's parent or guardian. The School will prepare a specific, written remediation agreement outlining future student conduct expectations, timelines and consequences for failure to meet the expectations which may include, but are not limited to, suspension or expulsion. One or both of the co-directors may, pursuant to the School's adopted policies, discipline and ultimately suspend or expel students who fail to comply with the terms of a remediation agreement.

Students who present an immediate threat to health and safety may also be immediately suspended and later expelled by the Board upon recommendation of one or both of the co-directors. The School's policies will provide all students with an opportunity for due process and will be developed to conform to applicable federal law regarding students with exceptional needs. The School will notify the District of any expulsions and will include suspension and expulsion data in its annual performance report.

Rights of return to PS7 following expulsion shall be the same as rights of return for expelled students in any other District non-charter school.

ELEMENT "K" – Retirement System

To the extent allowed by law, employees of PS7 shall be able to participate in any and all teacher and employee retirement funds for which they would be eligible if they were teaching in a non-charter public school.

Certificated, classified and other staff members of PS7 shall retain all previously vested rights in their respective retirement systems, including, but not limited to STRS, PERS, and the Social Security System. PS7 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 and PS7 will participate in the federal Social Security system and will have access to other school-sponsored retirement plans according to policies developed by the Board and adopted as PS7's employee policies. PS7 retains the option for the Board to elect to participate in STRS and/or PERS and coordinate such participation, as appropriate, with the social security system or other reciprocal systems in the future, should it find that participation enables PS7 to attract and retain a higher quality staff. If PS7 should opt to participate in the STRS or PERS systems, SCUSD shall cooperate as necessary to forward any required payroll deductions and related data. PS7 shall pay SCUSD a reasonable fee for the provision of such

services. PS7 will also allow eligible district school faculty and staff who transfer from a public school district to participate in the STRS or the PERS systems.

ELEMENT “L” - Attendance Alternatives

Students who opt not to attend PS7 may attend other District schools or pursue an inter-district transfer in accordance with existing enrollment and transfer policies of their district or county of residence.

ELEMENT “M” – Description of Employee Rights

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 PS7, which shall set the terms and conditions of employment. School staff will be given annual contracts and will be considered employees of PS7.

No public school district employee shall be required to work at PS7. Any employee who so desires shall be considered for employment through an open application process. If hired, the employee shall enter into a contractual agreement with PS7, which shall have the authority to hire and terminate the position, in accordance with the agreement executed between PS7 and the employee.

It is understood by the School that the SCUSD employee who is offered employment and who chooses to work at PS7 must resign his/her position as a SCUSD employee.

PS7 staff who have left permanent status employment in the SCUSD to work at PS7 shall have the right to return to a comparable position in the SCUSD during their tenure at PS7. Such staff shall also continue to earn service credit in the SCUSD. To the extent allowed by PS7’s adopted personnel policies, staff may opt to purchase employee benefits from the SCUSD, or have PS7 purchase benefits on their behalf.

Per this petition, PS7 staff who were employed by a public school district other than SCUSD will have the same rights as SCUSD staff with regard to applying for transfers back into another district school unless prohibited by SCUSD policy or labor agreement. To the extent permitted by another (other than Sacramento) district policy, years of service in PS7 will be counted in the same manner that they currently have been recognized if they transfer to another district school.

PS7 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 SCUSD.

ELEMENT “N” - Dispute Resolution

For internal disputes, PS7 operates on the premise that the members of the PS7 community can resolve issues of dispute in a fair and cooperative manner without resort to external intervention. For parents, teachers, students, administration, volunteers, support staff and community members, the process would include, but not necessarily be limited to, one-on-one direct discussions between disputing parties, peer conflict management and the use of mutually agreeable third party mediators. If the dispute were not resolved, the parties would take the matter to the Board. All members of the PS7 community agree to attempt to resolve disputes by this process, and shall refrain from public commentary regarding any disputes. All efforts will be made to resolve dispute issues amicably.

Related to the above, California Education Code Section 47650 (b) (14) requires that a charter designate the procedures to be followed by the charter school and the entity creating the charter in the event of a dispute relating to the provisions of the charter. In the case of PS7’s petition, the entity creating the charter shall be SCUSD.

Should a dispute arise between PS7 and SCUSD over the provisions of the charter, the following procedure shall be followed until resolution is reached:

- One or both of the co-directors shall meet with the superintendent to attempt informal resolution of the dispute.
- One or both of the co-directors and a member of the PS7 Board shall meet with the superintendent and a SCUSD board member to attempt informal resolution of the dispute.
- One or both of the co-directors and the superintendent shall frame the dispute in writing and submit the issue to the PS7 Board and the SCUSD Board for a formal written recommendation for resolution by both governing bodies for review and possible acceptance by the other.
- The written framed issue shall be submitted to the PS7 Board by one or both of the co-directors for a formal written recommendation for resolution by the PS7 Board and possible acceptance by the District Board.
- SCUSD and PS7 shall submit the matter to a mutually agreed upon mediator, with costs to be split evenly between SCUSD and PS7.
- SCUSD and PS7 shall submit the matter to a mutually agreed upon arbitrator for a non-binding recommendation, with costs to be split evenly between the District and the School.

The staff of PS7, the Board and SCUSD shall agree to attempt to resolve all disputes regarding this charter pursuant to the terms of this section. Both shall refrain from public commentary regarding any disputes until the matter has progressed through the dispute process.

ELEMENT “O” - Labor Relations

PS7 shall be deemed the exclusive public school employer of the employees of the School for the purposes of the Education Employment Relations Act and will not participate in collective bargaining.

Serving Students with Exceptional Needs

PS7 and SCUSD pledge to work in cooperation with all local education agencies (LEAs) and special education local plan areas (SELPAs) to ensure that a free and appropriate education is provided to all students with exceptional needs.

During its first year of operations, PS7 intends to function as a “public school of the local education agency that granted the charter” for purposes of providing special education and related services pursuant to Education Code Section 47641(b). During each school year during which the School operates as an arm of SCUSD for special education purposes, the School shall pay to SCUSD an amount of funding per unit of average daily attendance equal to SCUSD’s direct costs of providing special education and related services minus SCUSD’s revenues from all special education and transportation funding sources. In return, SCUSD shall provide PS7 with all funding and/or services reasonably necessary to ensure that all students with exceptional needs who attend PS7 are provided free and appropriate education.

PS7 and SCUSD shall annually and in good faith negotiate and enter into a written agreement to more clearly specify the desired mix of special education funding and services to be provided. PS7 shall enjoy reasonable flexibility to decide whether to receive services, funding, or some combination of both pursuant to Education Code Section 47646(b). PS7 and SCUSD shall work in good faith to document the specific terms of this relationship in an annual contract or memorandum of understanding.

After its first year of operations, PS7 shall have the right to pursue independent LEA and/or SELPA status pursuant to Education Code Section 47641(a) and SCUSD shall not hinder or otherwise impede the efforts of PS7 to do so. In the event PS7 opts not to establish independent LEA and/or SELPA status, it shall remain an arm of SCUSD for special education purposes as required by Education Code Section 47641(b), and shall continue to receive funding and services pursuant to the terms of this section and an annual agreement.

District Impact Statement

1. 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 PS7 on the SCUSD. This communication is intended for informational purposes only and to assist the SCUSD in understanding how the proposed school may affect SCUSD. 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 SCUSD, and is not a part of the charter of PS7 or any related agreements or memoranda of understanding.

2. ADMINISTRATIVE SERVICES

PS7 seeks approval from SCUSD under the auspices of St. HOPE Public School #7, a 501(c) (3) nonprofit, public benefit company licensed to operate in the State of California. The School's co-directors will enjoy lead responsibility for administering PS7's policies and programs as employees of PS7. PS7 will provide or procure 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 SCUSD. Such services may include personnel review for credential and criminal clearance purposes, payroll, special education as noted in the charter, as PS7 intends to purchase IEP-mandated services from SCUSD where possible, insurance, and food services. The specific terms and costs for these services, and any others that SCUSD may wish to offer, shall be the subject of an annual Memorandum of Understanding. PS7 understands that current law mandates that SCUSD 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, PS7 has identified a percentage in the budget that has been identified by law to compensate for such oversight services.

3. FACILITIES

PS7 plans to locate in leased facilities. PS7 believes that the facilities impact on the SCUSD 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).

4. 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 that school. As an independent corporate entity, PS7 anticipates that the civil liability effects of the operations of PS7 on SCUSD will be minimal. The charter document states that SCUSD shall be properly indemnified against civil liability claims arising from the School's actions and operations. PS7 understands that this indemnification exists to the extent that SCUSD is willing to indemnify the School from claims arising out of SCUSD's actions and operations and that, where possible, appropriate insurance is available on reasonable terms. We seek to reassure SCUSD by this communication that the level of risk exposure to it 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. PS7 further indemnifies its commitment to hold SCUSD harmless from financial obligation in the event of an unbalanced budget, assuming that legislatively guaranteed income sources arrive, per the law, for PS7's use in conformance with the budget.

We look forward to establishing an appropriate Memorandum of Understanding with SCUSD 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 SCUSD enrollment and staffing planning, considering the relatively low enrollment numbers anticipated to affect the budget model that is included with the charter.