

CHARTER OF THE

SHASTA SECONDARY HOME SCHOOL

A CALIFORNIA PUBLIC CHARTER
SCHOOL



July 1, 2011 – June 30, 2016

AFFIRMATIONS/ASSURANCES

As the authorized lead petitioner, I, **Lynn Peebles**, hereby certify that the information submitted in this renewal petition for a California public charter school named **Shasta Secondary Home School (“SSHS”)**, and to be located within the boundaries of the **Shasta Union High School District** is true to the best of my knowledge and belief; I also certify that this petition 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 renewal charter, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- SSSH shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- SSSH shall be deemed the exclusive public school employer of the employees of Shasta Secondary Home School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(5)(O)]
- SSSH shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- SSSH shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- SSSH shall admit all students who wish to attend SSSH, and who submit a timely application; unless SSSH receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605(d)(2), admission to SSSH shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of SSSH in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(B)]
- SSSH shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
- SSSH shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of

1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.

- SSHA shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
- SSHA shall ensure that teachers in SSHA 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 noncore, noncollege preparatory teachers. [Ref. California Education Code Section 47605(l)]
- SSHA shall at all times maintain all necessary and appropriate insurance coverage.
- SSHA shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
- If a pupil is expelled or leaves SSHA without graduating or completing the school year for any reason, SSHA shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. California Education Code Section 47605(d)(3)]
- SSHA shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. California Education Code Section 47612.5(a)]
- SSHA shall on a regular basis consult with its parents and teachers regarding SSHA 's education programs. [Ref. California Education Code Section 47605(c)]
- SSHA shall comply with any jurisdictional limitations to locations of its facilities. [Ref. California Education Code Section 47605-47605.1]
- SSHA shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. California Education Code Section 47612(b), 47610]
- SSHA shall comply with all applicable portions of the No Child Left Behind Act.
- SSHA shall comply with the Public Records Act.
- SSHA shall comply with the Family Educational Rights and Privacy Act.

- SSHS shall comply with the Ralph M. Brown Act.
- SSHS shall meet or exceed the legally required minimum of school days.[Ref. Title 5 California Code of Regulations Section 11960]

ELEMENTS OF THE CHARTER

1. Educational Program

This charter school will support the mission of the Shasta Union High School District (SUHSD) in preparing students for post-secondary educational opportunities, involved citizenry, and the world of work. There are many families who choose to home-school their children for a variety of reasons. Currently there is no option in this geographical area for a public home-school education for grades nine through twelve. At this time families must either pay private organizations or go it alone with little or no educational support. With this in mind the Shasta Secondary Home School (SSHS) offers the following statement of mission:

“Shasta Secondary Home School, grades 6-12, honors and serves the family’s choice to *personalize learning* according to their children’s strengths.”

Students achieve their goals using a multitude of methods including community resources.

Parents support their child’s learning, as they remain the essential force in affecting values, attitudes, and beliefs.

Teachers are **facilitators of discovery**, mentoring and serving families regarding home-based classes, community-centered education, distance learning, and traditional school models where appropriate.

As students, parents, and facilitators develop individual Student Learning Plans, each student will be allowed and encouraged to reach his/her goals by use of models specific to his or her learning style while insuring parental choice.

Personalized Learning is truly a 21st century, service oriented model of education. What will this actually look like? As one moves about the environment of SSHS they would see education taking place in many different venues. One student might be taking a physics class at the comprehensive high school because of a particular teacher’s use of group work in interesting and engaging labs. During the same semester that student could be seen working on their U.S. History course using the SSHS Distance Learning Center on campus or at home. And still, this same student could be taking harp lessons from a community instructor and play in the Shasta Symphony. If this student’s parent is a forester, the student could put together a video presentation on a local eco-system and present it to our middle school students. The student could also be working on their writing skills with an Independent Study teacher or taking a math class at Shasta College.

All of this activity would be purposefully and articulately moving students toward achievement of state standards which would require careful planning (Student Learning Plan) of student outcomes and assessment.

Because SSHS is accredited by WASC (Western Association of Schools and Colleges) our credits are transferable to any other public school should a student transfer prior to graduation. Also, SSHS has an approved list of courses that meet the entrance requirements for California public universities (the A-G list). A transcript of courses and credits can be given to students or sent to other schools for proof of courses completed. The transcript shows the course name, the grade, number of credits, and if the course is one of the A-G approved courses.

2. Measurable Pupil Outcomes

For students earning a diploma, student outcomes will be tied directly to the graduation standards of the State of California. In the broad sense, these could be expressed as Desired Student Learning Results (DSLRS).

Our school's DSLRS were re-developed by students, parents, and staff during the 2010/2011 school year as part of our WASC accreditation process to keep us focused on what is most important for our students and our learning community. Our list of DSLRS is a living document, open to new ideas from school members. On the following is a current list of our DSLRS:



DESIRED STUDENT LEARNING RESULTS

OUR MISSION STATEMENT

Shasta Secondary Home School, grades 6 through 12, honors and serves the family's choice to personalize learning according to their children's strengths.

◆ **Be prepared for options after high school**

- Pursue excellence in core academic skills (1,3,5,9,10)*
- Receive guidance toward higher education (2,3,4,5)*
- Continually adapt to evolving technologies (1,5,7,8,11)*
- Investigate personal career education options (2,3,4,5,8,11)*

◆ **Be independent, critical thinkers**

- Direct personal lifelong learning (1,2,5,6)*
- Demonstrate positive decision making skills (1,2,5,6,8)*
- Develop and maintain independent thinking (1,5,7,8)*

◆ **Develop a strong, positive attitude about self**

- Develop personal integrity, ethics and resiliency (1,5,6,8,11)*
- Exemplify habits of personal well-being (1,5,6)*
- Accept responsibility for own actions (1,5,6,8,11)*

◆ **Understand and respect differences**

Appreciate individuals of diverse backgrounds and abilities (1,5,6,7,8,11)*

- Increase community and cultural awareness (1,5,8,11)*
- Cultivate a global perspective (1,5,7,8)*

◆ **Develop relevant foundational life skills**

- Develop an appreciation of fine art and literature (1,5,7,8)*
- Resolve problems and use opportunities creatively (1,5,6,7,8,11)*
- Prepare students for diverse options in career choices (1,4,5,8,11)*
- Demonstrate effective interpersonal communication skills (1,5,6,7,8,11)*
- Become effective, competent and assertive in self advocacy (1,5,6,8,11)*

*MEASUREMENT TOOLS

1. Grades, assignments, coursework, test scores
2. Survey Report(s)
3. Attendance at workshops
4. Use of interest inventories, e.g., Kuder Career Navigator
5. Observation by students, parents and staff
6. CA Safe Schools; Student Study Team meetings; Medi-Cal Administrative Activities; Individual Education Program
7. Projects
8. Community Service and/or employment accountability
9. SARC (School Accountability Report Card)
10. API (Academic Performance Index) and/or AYP (Adequate Yearly Progress)
11. Work Experience, Internships, R.O.P

Our school's Desired Student Learning Results (DSLRS) were developed by students, parents, and staff to keep us focused on what is most important for our students and our learning community. Our list of DSLRS is a living document, open to new ideas from school members.

At a more narrow, definable level that can be assessed in a variety of ways, the SSHS high school student outcomes will align with SUHSD graduation requirements as follows:

English	40 credits	} Core academic skill areas
Math	30 credits	
Science	20 credits	
Social Science	40 credits	
Physical Education	20 credits	
Practical/Vocational	10 credits	
Fine Art	10 credits	
Electives	60 credits	
Proficiency in reading, writing, math, and technology		
Reading, writing, and math by the CAHSEE		
Technology by Coursework or the Technology Assessment Portfolio		

Each lead facilitator has developed content and performance standards at each grade level. SSHS will offer appropriate programs for students below, at, or above grade level. Students that desire to meet University of California A – G requirements will be able to do so by working with and having weekly access to an appropriately credentialed teacher.

At least 80% of SSHS students will show one grade or skill level worth of progress each academic year, as evidenced by scores on standardized tests and successful completion of required portfolios and exhibitions. Because the Personalized Learning style allows students to utilize personal strengths and modes of learning, very few students ever need to repeat courses. SSHS staff will use the data available from student progress measurements to continually assess the school’s academic curriculum. We have committees organized for all academic core courses that use this student assessment data annually to create new and creative ways for each of our students to achieve their potential.

3. Methods to Assess Pupil Progress Toward Meeting Outcomes

SSHS students will be assessed in each of the core academic skill areas. The traditional methods of evaluation and assessment will be expanded to include outcome-based methods using portfolios, projects, interviews, and real–world experiences along with standardized tests. Using multiple assessments will allow an authentic representation of student achievement. The School will meet all statewide standards and will conduct the pupil assessment required pursuant to Education Code section 60605, 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in noncharter public schools (Education Code section 47605(c)).

SSHS students will demonstrate academic mastery in all of the core academic areas. For non-special needs and non-limited English proficient students, “mastery” will be defined as a stanine score on a standardized test of four or above and grades of C or better on

year-end academic portfolios and exhibitions. For special needs, at-risk, and limited-English speakers, individual goals will be set. Portfolios and exhibitions will be assessed according to school wide rubrics. Rubrics will be developed with input from students, parents, community members, and facilitators.

Services for students with special education needs will be provided by the School as a participating LEA and in accordance with Shasta County SELPA regulations. Pursuant to Education Code section 4764, the School is its own LEA for purposes of special education. The school director will administer special education services. The School will employ a properly credentialed resource specialist teacher. School will contract for all other needed special education services to be provided by appropriately qualified and, if needed, certified personnel. SSHS will comply with all Section 504 and IDEA requirements.

4. Governance Structure of SSHS

Shasta Secondary Home School operates as a non-profit 501(c)3 corporation, a direct funded and independent Charter School pursuant to California law. SSHS' application for non-profit status has been submitted, reviewed and accepted by the State of California and the Internal Revenue Service (Appendix A). The California Charter Schools Act states that a charter school may be operated by or as a non-profit public benefit corporation (Education Code Section 47604).

The Board of Directors of the shall manage the business and affairs of the corporation. As required by law, the directors shall act only as a Board.

The Board will directly govern the school, developing policy and conducting long-range planning. The Board will consist of five to eleven members from the community including at least one parent representative, one certificated staff representative, and one community representative. A member from the SUHSD Board will serve as liaison, meeting with the Board at least quarterly. Administrative duties such as planning, budgetary expenditures, and daily operation of the program will be the task of the SSHS administration, which is accountable to the Board. It is our goal to involve not only SSHS staff in school governance, but parents, business partners, and members from the educational community at large. Paramount is a governance structure that supports our educational vision.

Because of the home-school emphasis, the role of the parent will be prominent, as a home-based instructor and supporter of the overall program. The parent is required to meet with the student facilitator at least every 20 school days to plan, help evaluate, and recommend curriculum choices for the student.

SSHS will be non-sectarian in its programs, admissions policies, employment practices, and all other operations. The school shall not charge tuition and shall not discriminate on

the basis of the characteristics listed in Section 220. (Education Code Section 7605-(d)(1)),

5. Employee Qualifications

SSHS will comply with Ed Code Section 47605(I) and will retain or employ staff who hold appropriate California teaching certificates, permits, or other documents issued by the Commission on Teacher Credentialing. Each student will be assigned a “teacher of record” who is responsible for overseeing the student’s academic progress and who monitors the Student Master Agreement and is responsible for all grading and matriculation decisions. The School Director, CBO, and other administrators will have appropriate certificates and credentials. Qualification of all employees shall be sufficient to ensure the health and safety of the school’s faculty, staff, and pupils

The school may also develop a volunteer staff and cadre of vendors for support and adjunct instruction under the supervising teacher. The school may also employ other District teachers to teach “mini-courses” for SSHS students at the SSHS Learning Center.

All adjunct staff, vendors, and volunteers will possess experience and expertise appropriate for their duty within the school.

6. Health and Safety Procedures

SSHS will continually follow a set of health, safety, and risk management policies. They address at least the following topics:

- Immunization records
- Natural disasters and emergencies
- Blood-borne pathogens
- Facilities requirements
- Drug, alcohol, and tobacco free school
- Criminal background checks for employees in compliance with Education Code Sections 47605(b)(5)(F) and 44237.

These policies are incorporated into the staff and student handbooks and will be reviewed on an ongoing basis in the school’s staff development efforts and policy updates.

7. Means to Achieve Racial/Ethnic Balance Reflective of the District

SSHS will implement a student recruitment strategy that includes procedures that ensure a racial and ethnic balance among students that is reflective of the general population of the District. These procedures may include: enrollment time-lines that allow for a broad-based application process, the distribution of promotional materials across the district, and outreach meetings in all geographic areas.

8. Admission Requirements

No student will be denied admission to SSHS on the basis any of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics).

SSHS will actively recruit a diverse student population from families in the district and surrounding areas who understand and value the school's mission and are committed to the school's instructional philosophy of home-based and community-based education. Prospective students and their parents will be given a copy or summary of the school's mission and student related policies. An enrollment interview will explain the philosophy of the school and a decision will be made regarding the appropriate placement of the student at SSHS or another school in the district. Admission to the school shall be open to any student in Shasta County or adjacent counties. The school maintains policies granting admissions preference to students who live within the boundaries of the SUHSD, siblings of students currently enrolled in the school, and children of the school's governance team.

If the number of pupils who wish to attend the school exceeds the school's capacity, attendance, except for existing pupils of the school, shall be determined by a public random drawing. Once random drawings have been initially made for each grade level the school will establish a rolling waiting list. Students may be admitted during the school year, but an effort will be made not to release a student to the comprehensive schools except at the end of a semester, preferably so they may enroll in the fall.

Prior to enrollment, parents and students must sign a form indicating they have read and understand the philosophy, mission, and DSLRs of SSHS. They must also sign a contract stipulating any or all of the following items:

- Parent availability to be the primary teacher of the student
- Parent involvement in academic teaching, teaching development workshops, and parent support groups
- Participation of the parent and student with the teacher of record or the Director in scheduled progress conferences
- Parent willingness/ability to provide a phone line for e-mail communication, distance learning, and Internet research
- Parent and student responsibility for the proper maintenance and care of school equipment and materials
- Student willingness to achieve the outcomes in their Student Master Agreement and completion of necessary assessments
- Parent and student understanding and agreement to the "Acceptable Use Policy" for on-line activities

9. Financial Audit

Independent financial audits will be performed each fiscal year. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controllers K-12 Audit Guide. The auditor will have, at a minimum, a CPA and educational institution audit experience and approved by the State Controller on its published list as an educational audit provider. The annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year.

The audit will verify the accuracy of the school's financial statements, revenue-related data collection and reporting practices, and review the school's internal records and controls. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars. The audit will be conducted in accordance with generally accepted accounting principles applicable to the school. The SSHS Board will review any audit exceptions or deficiencies and report to the SUHSD Board of Trustees regarding how they have been or will be resolved. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in Element 14 of this Charter.

SSHS will receive funding pursuant to Education Code 47612.5. SSHS and the SUHSD will negotiate in good faith a memorandum of understanding that establishes the specific financial and service relationship between the two parties.

The SUHSD shall provide and/or perform the supervisory oversight tasks and duties specified and/or necessitated by Education Code Sec 47604.32 and the charter for a fee in accordance with the Charter School Act.

Other goods or services from the district will be charged at an at-cost level to SSHS. These services will be outlined in a separate Memorandum of Understanding between the School and the District. These services and goods may include, but are not limited to:

- Accounting, payroll, fiscal support
- Student information, assessment, and other data processing services
- Services relating to serving exceptional needs or language limited students enrolled in at SSHS
- Categorical programs management, grant development, and compliance services
- Purchasing, delivery, and warehousing services

10. Pupil Suspension and Expulsion

SSHS will use the same comprehensive set of student discipline policies as the district. These policies will be distributed with student and parent information and will clearly

describe expectations of student behavior. The SSHS Director may suspend students who do not comply with these policies. The Director may recommend students who habitually do not comply with behavior standards or are a threat to the safety of the school for expulsion. Students will be afforded due process.

Because of the school's home-based structure, a student may also be recommended for removal from the school if they do not progress appropriately according to their Student Master Agreement. Prior to removal, efforts will be made to resolve the lack of progress and a plan will be developed for remediation, signed by the student, parent, and Director. If, after a time specified in the plan, a student does not progress the student and parent will be made aware of compulsory education laws and referred for enrollment at another district school that could better meet the needs of the student and family.

If a pupil is expelled or leaves SSHS without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. This paragraph applies only to pupils subject to compulsory full-time education pursuant to Section 48200.

11. Retirement System

Staff at the Shasta Secondary Home School Charter School will have access to school-sponsored retirement plans according to policies developed by the Board and adopted as the school's employee policies. Participation in retirement systems will enable the school to attract and retain a higher quality staff. SSHS employees participate in the State Teachers Retirement System or Public Employees Retirement System. The District (within our MOU) will coordinate such participation, as appropriate, with the social security system or other reciprocal systems in the future. The district shall cooperate as necessary to forward any required payroll deductions and related data.

12. Attendance Alternatives

No student may be required to attend SSHS. Students who opt not to attend SSHS may attend other district schools or pursue an inter-district transfer in accordance with existing enrollment and transfer policies of their district or school of residence. Parents and guardians of each student enrolled in SSHS will be informed on admissions forms that the students have no right to admission in a particular school of a local education agency as a consequence of enrollment in SSHS, except to the extent that such a right is extended by the local education agency.

13. Description of Employee Rights

To the extent allowed by the charter school's adopted personnel policies, all SSHS staff may purchase employee benefits, or have the charter school purchase employee benefits on their behalf. The Shasta Secondary Home School Board has developed employment policies, job descriptions and pay schedules. All SSHS employees, including administration are at-will employees and serve at the will of the board. Staff will be evaluated every other year and earn service credit for continued employment at Shasta Secondary Home School.

No public school district employee shall be required to work at SSHS. Employees of the District who choose to leave the employment of the District to work at SSHS will have no automatic rights of return to the District after employment by SSHS unless specifically granted by the District through a leave of absence or other agreement. SSHS employees shall have any right upon leaving the District to work in SSHS that the District may specify, any rights of return to employment in a school district after employment in the school that the District may specify, and any other rights upon leaving employment to work in SSHS that the District determines to be reasonable and not in conflict with any law.

All employees of SSHS will be considered the exclusive employees of SSHS and not of the District, unless otherwise mutually agreed in writing. Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to SSHS. Employment by SSHS provides no rights of employment at any other entity, including any rights in the case of closure of SSHS.

14. Dispute Resolution Process, Oversight, Term, and Renewal

SSHS will act and utilize the policies and processes of the district for airing and resolving internal and external disputes. The governing board of the SUHSD agrees to refer all complaints regarding the school's operations to the SSHS Director for resolution in accordance with the district's policies. All SSHS staff, students, parents, and other stakeholders will be provided with such policies in the student/parent handbook.

If the SUHSD believes it has cause to revoke this charter, the board agrees to notify the Director and the Board and grant the school reasonable time to respond to the notice and take appropriate corrective action prior to revoking the charter. If corrective action fails to resolve the issue(s), the school and the district agree to submit the matter to a mutually agreeable third party for a non-binding recommendation on how to resolve the matter in accordance with the terms of the charter. At that time, if the District believes it still has cause to revoke SSHS' charter, it will follow the revocation procedures set forth in Education Code Section 47607(c) and (d) and any relevant regulations.

SSHS and the SUHSD agree to work together to accomplish all tasks necessary to fully implement this charter, including, but not limited to, the submission of any necessary and

duly-prepared waiver requests to the State Board of Education. The Board of SSHS may request from the SUHSD Board a renewal or amendment of the charter at any time prior to expiration. The district governing board agrees to hear and render a renewal decision pursuant to the timelines and processes as specified in the Charter Schools Act.

15. Labor Relations

The Shasta Secondary Home School Charter School shall be deemed the exclusive public school employer of the employees of the charter school in accord with the objectives of the Education Employment Relations Act (EERA). Shasta Secondary Home School staff will not be members of Shasta Secondary Employees Association. Under the EERA, SSHS employees may, if desired, form a separate bargaining unit. SSHS will comply with the EERA.

16. School Closure Procedures

Closure of SSHS will be documented by official action of the Board. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Board will promptly notify parents and students of SSHS, the District, the Shasta County Office of Education, SSHS's SELPA, the retirement systems in which the Charter School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Board will ensure that the notification to the parents and students of SSHS of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close SSHS.

The Board will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, SSHS will provide parents, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next

school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act (“FERPA”) 20 U.S.C. § 1232g. SSHS will ask the District to store original records of SSHS students. All records of SSHS shall be transferred to the District upon SSHS closure. If the District will not or cannot store the records, SSHS shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, SSHS will prepare final financial records. SSHS will also have an independent audit completed within six months after closure. SSHS will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by SSHS and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to SSHS.

SSHS will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of SSHS, all assets of SSHS, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending SSHS, remain the sole property of the Charter School and upon the dissolution of the non-profit public benefit corporation shall be distributed in accordance with the Articles of Incorporation which require distribution to the District. Any assets acquired from the District or District property will be promptly returned upon SSHS closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, SSHS shall remain solely responsible for all liabilities arising from the operation of SSHS.

As SSHS is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of SSHS, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget in Exhibit B, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

17. Construction and Severability

AMENDMENTS

This charter may be amended or modified, in whole or in part, only by an agreement in writing developed in the same manner as this charter.

INDEMNIFICATION

With respect to its operations under this agreement, the School 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, attorneys' fees and costs arising out of injury to any persons, including death or damage to any property caused by, connected with, or attributable to the willful misconduct, negligent acts, errors or omissions of the School or its officers, employees, agents and consultants.

With respect to its operations under this agreement, the District shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend the School, its officers, directors, and employees from and against any and all claims, demands, actions, suits, losses, liability expenses and costs including, without limitation, attorneys' fees and costs arising out of injury to any persons, including death or damage to any property caused by, connected with, or attributable to the willful misconduct, negligent acts, errors or omissions of the District or its officers, employees, agents and consultants. The District shall be named as an additional insured under all insurance carried on behalf of the School.

INDEPENDENT CONTRACTOR

The Parties to this agreement intend that the relationship between the School and the District for the provision of administrative services under this agreement is that of an independent contractor, and not employer-employee. No agent, employee, or servant of the School shall be deemed to be the employee, agent or servant of the District except as expressly acknowledged in writing by the District. The School will be solely and entirely responsible for its acts and for the acts of the School's agents, employees, servants, and subcontractors and for District employees contracted by the School, if any, while acting under the School's direction during the entire term of this agreement.

SEVERABILITY

If any provision or any part of this agreement is for any reason held to be invalid and or unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable.

Charter Approval

The above charter has been reviewed and approved by the Shasta Union High School District trustees at a regular board meeting as noted below.

Approval of charter:

_____ Date _____ (see attached board minutes)
SUHSD Board Chairperson

Term of Charter: July 1, 2011 through June 30, 2016

APPENDIX A

501(c)(3) Documentation