

CHARTER OF THE

SHASTA CHARTER ACADEMY

A CALIFORNIA PUBLIC CHARTER
SCHOOL



For the term July 1, 2016 – June 30, 2021

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AFFIRMATIONS/ASSURANCES

As the authorized lead petitioner, I, **Benjamin Claassen**, hereby certify that the information submitted in this renewal petition for a California public charter school named **Shasta Charter Academy** (“SCA” or the “Charter School”), operated by **Shasta Secondary Home School, Inc.** (“SSHS”), and authorized by the **Shasta Union High School District** (“SUHSD” or the “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:

- SCA 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)]
- SSHS shall be deemed the exclusive public school employer of the employees of Shasta Charter Academy for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(5)(O)]
- SCA shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- SCA shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- SCA shall admit all students who wish to attend SCA, and who submit a timely application; unless SCA 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 Sections 47605(d)(2) and 51747.3, admission to SCA 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 SCA in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(B)]
- SCA shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, 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)]
- SCA shall adhere to all provisions of state and 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.

- SCA 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)]
- SCA shall ensure that teachers in SCA hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers. [Ref. California Education Code Section 47605(1)]
- SCA shall at all times maintain all necessary and appropriate insurance coverage.
- SCA 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 SCA without graduating or completing the school year for any reason, SCA 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)]
- SCA 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)]
- SCA shall on a regular basis consult with its parents and teachers regarding SCA's education programs. [Ref. California Education Code Section 47605(c)]
- SCA shall comply with any applicable jurisdictional limitations to locations of its facilities. [Ref. California Education Code Sections 47605 and 47605.1]
- SCA shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. California Education Code Section 47612(b), 47610]
- SCA shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA").
- SCA shall comply with the Public Records Act.
- SCA shall comply with the Family Educational Rights and Privacy Act.
- SCA shall comply with the Ralph M. Brown Act.

- SCA shall meet or exceed the legally required minimum of school days.[Ref. Title 5 California Code of Regulations Section 11960]

INTRODUCTION

History

Shasta Charter Academy was founded in 1999 by Lynn Peebles, in partnership with Shasta Union High School District, and was then known as Shasta Secondary Home School. As a free public charter school, SSHA served students in Shasta County and its surrounding counties, using the Personalized Learning model of education, in which each family, working with a supervising teacher, chooses the methods by which each student is educated for each course. The teacher, called a facilitator, works with the family to develop and modify or supplement curriculum to address the student's individual needs.

When the Charter School opened, it consisted of Mr. Peebles and 26 students. It has grown to over 20 staff and serves nearly 300 students per year in grades 6-12.

During the summer of 2014, the Charter School's name was changed to Shasta Charter Academy because the Charter School has evolved to serve students through 6 different learning methods and a name that more accurately described the Charter School was needed. Only the name and school colors changed and the Charter School continues to serve students and families with care, pride and professionalism.

Additionally, the Charter School has phased out serving 6-8th grade students over the last 3 years and, beginning with the 2016-2017 school year, will only be serving students in grades 9-12.

Accomplishments from the Past Charter Term

Since 2011, SCA's base API has increased from 727 to 799 and its growth API has also increased from 730 to 768. The Charter School has also earned a 3 year API average of 762. The Charter School has also earned similar schools rankings of 6 (2011-2012) and 9 (2012-2013). These accomplishments exceed state renewal criteria.

In the spring of 2011, the Charter School earned a 6 year WASC accreditation, continuing its history of earning a solid record of accreditation.

The Charter School has also transitioned to the Common Core State Standards. The Charter School is in its third year of implementation of new curriculum for both math and English Language Arts and has provided many trainings to the staff in order to ensure a smooth transition for students.

The 11th grade students of SCA have also completed 2 years of California Assessment of Student Performance and Progress ("CAASPP") testing and this fall results were released. 69% of SCA Juniors Met or Exceeded Expectations on the English Language Arts testing. 17% of SCA Juniors Met or Exceeded Expectations for Mathematics. The Charter School is proud of its students' achievement in English and we are investigating appropriate methods to increase student achievement in Mathematics in the years to come.

The Charter School has also demonstrated growth in graduation rates, achieving its graduation rate targets in 3 of the last 4 years and with rates ranging from 86%-96%.

The Charter School has also transitioned to a new Director. In 2011, the SSHS Advisory Board selected Benjamin Claassen to be the new Director of the Charter School when Lynn Peebles retired. Under his leadership, the Charter School has continued to increase student learning and achievement.

The Charter School has also demonstrated sound fiscal management. Even through recent years of state fiscal instability, the Charter School has increased its savings while meeting all its financial obligations. SSHS has purchased SCA's current primary resource center at 1401 Gold St. in Redding, and an additional building at 2042 Market St. in Redding, with no supplemental facility funds from the State.

In June 2015, the Charter School purchased a new resource center at 307 and 333 Park Marina Circle in Redding. This new resource center will allow the Charter School to meet the evolving needs of its student body in the years to come and offer a greater depth of resources. The Charter School is developing the resource center throughout the 2015-2016 school year and plans to commence operations there at the beginning of the 2016-2017 school year.

The Charter School has also opened a small satellite resource center office in Cottonwood in fall of 2013 to serve as an office and student work space for students in south Shasta County and northern Tehama County.

Charter Renewal Criteria

Evidence of Meeting Charter Renewal Standards Pursuant to Education Code Section 47607(b) and the California Code of Regulations, Title 5, Section 11966.4(a)(1)

Education Code Section 47607(b) requires that a charter school must meet at least one of the following renewal criteria prior to receiving a charter renewal:

- (1) Attained its Academic Performance Index (API) growth target in the prior year or in two of the last three years, both school wide and for all groups of pupils served by the charter school.
- (2) Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years.
- (3) Ranked in deciles 4 to 10 inclusive, in the API for a demographically comparable school in the prior year or in two of the last three years.
- (4) The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is

located, taking into account the composition of the pupil population that is served at the charter school.

The following shall serve as documentation confirming that SCA exceeds the statutory criteria required for renewal as set forth in Education Code Section 47607(b) (Also see Appendix A: CDE DataQuest Reports, 2011-2013):

- SCA has achieved a statewide API rank of 4 or higher last year and in two of the last three years, exceeding the minimum threshold rank of 4 required in Education Code Section 47607(b)(2).
- SCA has achieved a similar schools API rank of 4 or higher last year and in two of the last three years, exceeding the minimum threshold rank of 4 required in Education Code Section 47607(b)(3).

Over the prior charter term, the Charter School had the following API scores:

2011-2014 API Scores					
Year	API Statewide Ranking	API Similar Schools Ranking	API Growth Scores	API Growth Target (Actual Growth)	Met School Growth Target?
2014-2015	State testing and API calculation suspended; no data reported*				
2013-2014	6	9	State testing and API calculation suspended; no data reported*		
2012-2013	7	9	768	1 (-31)	No
2011-2012	4	6	789	5 (+62)	Yes
Source: CDE DataQuest, accessed August 16, 2015.					

*Note on 2013-14 and 2014-15 Testing Data

Assembly Bill 484 amended Education Code sections 52052(e)(2)(F) and 52052(e)(4) to allow schools that do not have an API calculated in 2013–14 and 2014–15 to use one of the following criteria to meet legislative and/or programmatic requirements:

- The most recent API calculation;
- An average of the three most recent annual API calculations; or
- Alternative measures that show increases in pupil academic achievement for all groups of pupils schoolwide and among significant groups.

SCA clearly meets the charter renewal criteria established in Education Code Section 47607(b) by utilizing “the most recent API calculation” as allowed per Education Code Section 52052(e)(4)(A).

The California Department of Education (“CDE”) published the following chart,⁵³ which summarizes available state level API data in order to analyze “the most recent API calculation,” including data for charter schools subject to renewal in the 2015-16 school year and how such data shall be used in charter renewal determinations pursuant to Education Code Section 47607(b).

Year	API Growth	Assessment Data	School Rankings
2015-16 School Year	No 2015 Growth API; use 2013 Growth API as most recent, 3-year average API (2011/2012/2013), or alternative measures	Use 2015 SBAC scores for math and ELA; can compare results with local schools	No 2014 rankings; use 2012 and 2013 rankings for 2 of last 3 years.

Analysis of Charter Renewal Criteria – Schoolwide

As seen in the CDE chart above, in the 2015-2016 school year (the year that SCA’s charter renewal petition will be considered), the CDE directs us to evaluate SCA’s “2013 Growth API as most recent,” and “use 2012 and 2013 rankings for 2 of last 3 years.”

For the last three years, SCA had a statewide API rank of 7 in 2012 and 6 in 2013, and a similar schools rank of 9 in 2012 and 9 in 2013. Therefore, SCA has exceeded the charter renewal standards of Education Code Section 47607(b) by meeting not just one, but two of the charter renewal criteria, and should be granted a five-year charter renewal term pursuant to Education Code Section 47607(a)(1).

Analysis of Charter Renewal Criteria – Student Subgroups

Education Code Section 47607(a)(3) states:

The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school (defined as “a numerically significant pupil subgroup, as defined by paragraph (3) of subdivision (a) of Section 52052.” EC §47607(a)(3)(B)) as the most important factor in determining whether to grant a charter renewal.

In 2012-2013 and in 2011-12, the Charter School had one numerically significant student subgroup – White. Numerically significant student subgroup API performance data is demonstrated in the following tables:

⁵³ See CDE Charter Renewals FAQs, Section 11, *Academic Performance Determinations for Charter Renewal*, available at: <http://www.cde.ca.gov/sp/cs/re/csfaqsect11.asp>.

2012-2013 API Growth Scores: Significant Student Subgroups				
Subgroup	Numerically Significant in Both Years?	2013 API Growth	API Growth Target (Actual Growth)	Met Student Group's Growth Target?
White	Yes	786	A (-23)	No
"A" means the school or student groups scored at or above the statewide performance target of 800 in 2010. Source: CDE DataQuest, accessed August 16, 2015.				

2011-2012 API Growth Scores: Significant Student Subgroups				
Subgroup	Numerically Significant in Both Years?	2012 API Growth	API Growth Target (Actual Growth)	Met Student Group's Growth Target?
White	Yes	798	5 (+43)	Yes
Source: CDE DataQuest, accessed August 16, 2015.				

The Charter School's student subgroups have demonstrated API growth scores very close to the state target of 800 for the last two years. In 2012, the subgroup scored high enough that it was not been assigned a growth target.

Thus, SCA's outstanding student subgroup performance further solidifies its renewal status under Education Code Section 47607(a)(3).

ELEMENTS OF THE CHARTER

1. Educational Program

The Charter School will support the mission of SUHSD in “Educating every student for success.” With this in mind, SCA offers the following statement of mission:

“Shasta Charter Academy, grades 9-12, honors and serves the family’s choice to *personalize learning* according to their children’s strengths.”

SCA’s target students and their parents are those who desire to be educated in a Personalized Learning educational model, as memorialized in the 2004 California Senate Resolution 36, attached as Appendix C. In this model of education, “...uniquely tailored, personalized learning programs...are developed through an ongoing partnership between certificated teachers, parents, pupils, and personalized learning schools, according to the individual need of each and every enrolled pupil; and supported by the Charter School through a broad-based and in-depth array of learning programs, environments, and curriculum choices for each pupil;...” The Personalized Learning model of education requires a high degree of parental or guardian involvement in the motivation, monitoring and development of each parent or guardian’s student. Learning best occurs for an SCA student utilizing a variety of learning modalities, including home-based education, resource center based courses, online learning options, taking a concurrent course at a local high school, or taking courses through a college or university. The choice of modality is student need based. This focus on learning options is reflective of the SCA vision of producing students who are equipped to adult learners who are adaptable to a wide variety of post-secondary learning opportunities and are readily able to adapt to evolution in job markets and be self-directed learners who are capable of accomplishing his or her goals.

Special student populations are of particular interest to the staff of SCA. Unlike many schools of its size, SCA is its own LEA for special education purposes and assigns special education students to a special education credentialed facilitator. SCA contracts with professionals in the community to provide additional services for each student’s needs.

SCA also provides staff with special training for working with academically low achieving students and provides resource center based classes in mathematics, English, science, and technology to support them in their learning. The Charter School also offers regular math tutoring and provides one-on-one tutoring with a qualified staff member for other subject areas, as needed. Each student and his or her parent or guardian also meets with an administrator to review the student’s academic history when the student applies for admission. The Charter School employees also routinely conference with each other to student’s academic needs.

Academically gifted students are also targeted for academic support. Many take college courses through Shasta College or the CSU Young Scholars program to accelerate their educations. For example, in the spring semester of 2015, 40% of students enrolled were registered for at least 1 college class. The Charter School also has a part-time guidance counselor and all facilitators are regularly updated with pertinent college information which is then passed on to students. The

staff also actively counsels interested students in making college class choices and promotes College Options. The Charter School is also WASC accredited and updates its UC A-G list annually.

Students with medical needs and anxiety are also special populations that are attracted to the SCA. Due to the relational and self-paced nature of personalized learning, these students are well served at SCA by their facilitators.

The Charter School will meet all applicable legal requirements for English Learners (“EL”) as they pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

The Charter School will administer the home language survey upon a student’s initial enrollment into the Charter School (on enrollment forms).

All students who indicate that their home language is other than English will be California English Language Development Test (“CELDT”) tested within thirty days of initial enrollment⁵⁴ and at least annually thereafter between July 1 and October 31 until re-designated as fluent English proficient.

The Charter School will notify all parents of its responsibility for CELDT testing and of CELDT results within thirty days of receiving results from publisher. The CELDT shall be used to fulfill the requirements under the Elementary and Secondary Education Act for annual English proficiency testing.

Reclassification Procedures

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

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the CELDT.
- Participation of the pupil’s classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil’s curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents’ opportunity to participate, and encouragement of the

⁵⁴ The thirty-day requirement applies to students who are entering a California public school for the first time or for students who have not yet been CELDT tested. All other students who have indicated a home language other than English will continue with annual CELDT testing based upon the date last tested at the prior school of enrollment.

participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.

- Comparison of the pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

Due to the nature of Shasta County's ethnic demographics, SCA serves a low population of English Learners. Students who are Spanish speaking English Learners are assigned to a Spanish speaking staff member, and Spanish speaking students also have the option of completing course work which is translated into Spanish. When SCA enrolls students who speak languages other than English or Spanish, the students have always spoken English proficiently enough to interpret in facilitator meetings. When necessary, SCA will provide language appropriate resources.

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 SCA, he or she would see education taking place in many different learning methods. One student might be taking a biology class at the SCA Main Resource Center because of the labs offered by the Charter School. During the same semester that student could be seen reading his or her U.S. History course textbook and taking notes in the Resource Center library or at home in front of the fireplace. Additionally, this same student could be taking violin lessons from a qualified community instructor and playing in the Shasta Youth 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 other students. The student could also be working on his or her writing skills with a facilitator using Google Docs to facilitate collaboration or taking an English 1A class at Shasta College.

All of this activity is purposefully and articulately moving students toward achievement of state standards and helping the student to achieve his or her educational and career goals.

It is the objective of SCA to enable students to become self-motivated, competent, lifelong learners.

Services for students with special education needs will be provided by the Charter School as a participating local educational agency ("LEA") member of the Shasta County Special Education Local Plan Area ("SELPA"), in accordance with the SELPA's regulations. Pursuant to Education Code Section 47641(a), the Charter School is its own LEA for purposes of special education. The Director will administer special education services. The Charter School employs properly credentialed resource specialist staff. The Charter School will contract for all other needed special education services to be provided by appropriately qualified and, if needed, certified personnel. SCA shall comply with all state and federal laws regarding students with disabilities, including but not limited to Section 504 and IDEA requirements.

Because SCA is accredited by the Western Association of Schools and Colleges (“WASC”), our credits are transferable to any other public school should a student transfer prior to graduation. Also, SCA 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.

SCA has addressed its annual goals and actions, schoolwide and for all numerically significant pupil subgroups, in the state priorities, as well as student outcomes aligned with the state priorities, in its Local Control and Accountability Plan (“LCAP”), which has been submitted to SUHSD and is updated annually.

2. Measurable Pupil Outcomes

For students earning a diploma, student outcomes will be tied to the graduation requirements of the District, except in rare cases for students who enter SCA credit deficient and reside outside of SUHSD boundaries, who will need to meet State graduation requirements in order to graduate on schedule. 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 the Charter School stakeholders. The following is a current list of our DSLRs:



DESIRED STUDENT LEARNING RESULTS

Shasta Charter Academy, grades 9-12, 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, C.T.E.**

At a more narrow, definable level that can be assessed in a variety of ways, the SCA 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			

Facilitators and teachers will work together developing curriculum based on the CCSS and State Standards. SCA will offer appropriate programs for students below, at, or above grade level. Students who 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 and a school counselor.

At least 80% of SCA 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 assessments. Because the Personalized Learning style allows students to utilize personal strengths and multiple modes of learning, very few students ever need to repeat courses. SCA educational staff will use the data available from student progress measurements to continually assess the Charter School’s academic curriculum.

SCA has addressed student outcomes aligned with the state priorities in its Local Control and Accountability Plan, which has been submitted to SUHSD and is updated annually.

3. Methods to Assess Pupil Progress Toward Meeting Outcomes

SCA students will be assessed in each of the 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 allows for a more authentic representation of student achievement.

To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the School Accountability Report Card.

4. Governance Structure of SCA

Shasta Charter Academy is operated by SSHS, a California non-profit public benefit corporation with 501(c)(3) tax exempt status, and is a direct funded and independent Charter School.

The Charter School will operate autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between

the District and the Charter School. Pursuant to Education Code Section 47604(c), the District shall not be liable for the debts and obligations of the Charter School, operated as a California non-profit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School, as long as the District has complied with all oversight responsibilities required by law.

In accordance with Education Code 47604(b), the SUHSD Board of Trustees may have one seat on the Charter School's Advisory Board (the "Board"). This position may be filled at the discretion of the SUHSD Board.

The Charter School's Advisory Board of shall manage the business and affairs of the corporation. As required by law, the members shall act only as a Board.

The Board will govern the Charter School, developing policy and conducting long-range planning. The Board will consist of at least five members from the community including at least one parent representative, one certificated staff representative, and one community representative. Administrative duties such as planning, budgetary expenditures, and daily operation of the program will be the task of the SCA administration, which is accountable to the Board. It is a goal of the Advisory Board to involve not only SCA staff in school governance, but also parents, and other stakeholders. 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.

5. Employee Qualifications

SCA will comply with Education Code Section 47605(l) and will retain or employ core and college prep teachers 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" (also known as a facilitator) who is responsible for overseeing the student's academic progress and monitoring the Student Master Agreement and is responsible for all grading and matriculation decisions. The Director, who is the Charter School principal and chief executive of the Charter School, Chief Business Officer ("CBO"), who manages the finances of the Charter School, and other administrators will have appropriate certificates and credentials. The qualifications for the Director include: experience and/or formal training in education administration; valid teaching credential; administrative credential (preferred); Masters Degree in Education; and comprehension of charter school law and personalized learning philosophy. The qualifications for the CBO include: knowledge of charter school operational, budgetary, and accounting policies and procedures; CBO certification (preferred); experience and/or formal training in education administration (preferred); valid teaching credential (preferred). Qualification of all employees shall be sufficient to ensure the health and safety of the Charter School's faculty, staff, and pupils.

The Charter School may also develop a volunteer staff and cadre of vendors for support and instruction under the facilitator.

All vendors and volunteers will possess experience and expertise appropriate for their duty within the Charter School as determined by the Charter School staff.

6. Health and Safety Procedures

SCA 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 all employees shall be done in compliance with Education Code Sections 47605(b)(5)(F) and 44237.

These policies are addressed in SCA’s comprehensive health and safety policies, which are on file at the primary resource center and are available for inspection. These policies will be reviewed on a regular basis in the Charter School’s staff development efforts and policy updates.

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

SCA 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 timelines that allow for a broad-based application process and the distribution of promotional materials across the service area of the Charter School.

The Charter School provides an open enrollment policy for its legally permitted service area in the same manner as the comprehensive schools in SUHSD. Our brochures, the Student Parent Handbook, and other publications state the Charter School’s desire to reflect the general population residing within the territorial jurisdiction of the District. In fact, over the years the Charter School has come within a close margin of the same ethnic balance of students as the District (Education Code 47605)

Chart: Ethnic distribution 2012/2013 by percent

	Af/Am	Am Ind	Asian	Filip	Hisp/Lat	Pac Is	White	2+
District	2.0	3.0	3.0	1.0	13.0	0.0	72.0	5.0
SCA	2.0	7.0	1.0	0.0	9.0	0.0	73	8.0

8. Admission Requirements

The Charter School will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition nor discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

The Charter School shall admit all pupils who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state, except as required by Education Code Section 51747.3.

Prior to admission, all students applying for admission, as well as their educational rights holder or a representative, shall complete an admission application and attend an informational interview with an appropriate staff member (typically the Director). Upon the conclusion of the informational interview, the student and the educational rights holder shall determine if admission is appropriate to meet the student's educational needs. If admission is not appropriate, the student SCA may refer the student to other programs that may be appropriate to the student's educational needs.

Following admission, the parent/guardian and student shall consent to the following policies and procedures:

- Student's standing at previous school will be reviewed to assist with placement
- School Attendance Review Board ("SARB") contracts (if any) must be completed or SARB chair must give consent for student to be admitted to SCA
- A parent or guardian must be available to guide the student, correct and supervise student's work daily, complete all required paperwork, properly maintain Charter School assigned materials, and participate in all facilitator meetings
- The student must agree to properly maintain assigned school materials, be dedicated to achieving the goals of the Master Agreement and Work Record, and participate in assigned State testing (CAASPP, etc.)
- If student fails to complete 3 assignments in a learning period, SCA will conduct an evaluation to determine whether it is in the student's best interest to remain at SCA

SCA will actively recruit a diverse student population (see Element seven, above) from families in the District and surrounding areas who understand and value the Charter School's mission and are committed to the Charter School's instructional philosophy. Prospective students and their parents will be given a copy or summary of the Charter School's mission and student related policies. An informational interview, which occurs before admission is granted, will explain the philosophy of the Charter School and a decision will be made by the student and parent/guardian regarding the appropriate placement of the student at SCA.

Admission to the Charter School shall be open to any student in Shasta County or its adjacent counties. If the number of pupils who wish to attend the Charter School exceeds SCA's

capacity, attendance, except for existing pupils of the Charter School, shall be determined by a public random drawing. The Charter School maintains policies granting admissions preference to students who live within the boundaries of the SUHSD, siblings of students currently enrolled in the Charter School, and children of the Charter School's Advisory Board members.

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to have his or her name placed on a wait list according to his or her draw number in the lottery. This wait list will allow students the option of enrollment in the case of an opening during the current school year. Under no circumstance will a wait list carry over to the following school year.

Public random drawing rules, deadlines, dates and times will be communicated in the application form and on the Charter School's website. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. The Charter School will also inform parents of all applicants and all interested parties of the rules to be followed during the public random drawing process via mail or email at least two weeks prior to the lottery date.

After the yearly public random drawing, admission shall be conducted based on a waiting list which shall be maintained by the Charter School. Upon an appropriate enrollment position becoming available, the next student on the waiting list shall be offered admission. If he or she declines enrollment, the student shall be removed from the waiting list and must reapply if admission is desired at a later date.

As part of enrollment, parents or guardians and students must sign a Master Agreement indicating they have read, understand, and agree with, at a minimum, the following:

- A parent or guardian must attend all facilitator meetings which will occur a minimum of every 20 school days
- If the student is not making adequate educational progress, the student will be evaluated regarding continued enrollment
- SCA is an optional program and no student can be required to enroll at SCA
- Students enrolled in community based courses like those offered at Shasta College must comply with the program requirements of that institution
- Two missed appointments or failure to reschedule appointments in a 20 school day period may result in dismissal
- Students must participate in State or school-wide assessments

If a student, parent/s and/or guardian/s do not comply with the above stipulations, the family or guardian shall be contacted by school staff (phone call and Letter#1) regarding compliance with the requirements of the Master Agreement, consistent with SCA Board Policy and specified in the SCA Student Parent Manual (Education Code Section 51747(b).) SCA staff shall make reasonable efforts using phone calls and/or letter (Letter#2) to advise them that that they are not in compliance with the stipulations of the Master Agreement. If the student, family, or guardian responds, a Student Study Team meeting at which a parent or guardian shall be in attendance shall be convened to determine whether SCA continues to be a proper placement to meet the student's needs. If it is determined that SCA is not an appropriate placement, the family shall be

advised of educational options. The student's school of residence shall be notified in writing that the student is no longer enrolled at SCA and the student shall be disenrolled. If the family does not contact SCA in a reasonable period of time (after mailing of letters 1 and 2), the student shall be disenrolled from SCA and the student's last known school of residence shall be notified in writing in a timely manner that the student should be reenrolling at his or her school of residence. The family shall be notified by letter 3 that their student has been disenrolled.

9. Financial Audit

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. 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 Controller's K-12 Audit Guide.

The Charter School will select an independent auditor. The auditor will have, at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider. 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 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 Director will review any audit exceptions or deficiencies and report to the Charter School Advisory Board with recommendations on how to resolve them. The SCA Advisory Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of the Charter School is a public record to be provided to the public upon request.

Other goods or services from the District will be charged at an at-cost level to SCA. These services will be outlined in a separate Memorandum of Understanding between the Charter School and the District.

10. Pupil Suspension and Expulsion Procedures

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the noncharter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of

policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy and Procedures are available on request at the Director's office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.

- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- r) Made terroristic threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by

creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
- ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
- iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
- iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) “Electronic Act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- i. A message, text, sound, or image.
- ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means

a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).

x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Director or designee's concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Director or designee's concurrence.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

a) Caused, attempted to cause, or threatened to cause physical injury to another person.

b) Willfully used force or violence upon the person of another, except self-defense.

c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

e) Committed or attempted to commit robbery or extortion.

- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.

- r) Made terroristic threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or

- for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
- ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1).
- x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess

the item from a certificated school employee, with the Director or designee's concurrence.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Director or designee's concurrence.

If it is determined by the Administrative Panel and/or Advisory Board that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Director or the Director's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Director or designee.

The conference may be omitted if the Director or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and

the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Director or Director's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

This determination will be made by the Director or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

D. Authority to Expel

A student may be expelled either by the Charter School Advisory Board following a hearing before it or by the Charter School Advisory Board upon the recommendation of an Administrative Panel, to be assigned by the Advisory Board as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the pupil or a member of the Charter School Advisory Board. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Director or designee determines that the pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a

parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.

2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is

presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Advisory Board, which will make a final determination regarding the expulsion. The final decision by the Advisory Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Advisory Board is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

I. Written Notice to Expel

The Director or designee, following a decision of the Advisory Board to expel, shall send written notice of the decision to expel, including the Advisory Board' adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation

to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Director or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

J. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

K. No Right to Appeal

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Advisory Board's decision to expel shall be final.

L. Expelled Pupils/Alternative Education

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

M. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Advisory Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

N. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Advisory Board following a meeting with the Director or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Director or designee shall make a recommendation to the Advisory Board following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

O. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) consecutive school days or a pattern of short term removals totaling more than 10 school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement; or

- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the hearing officer shall determine whether the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the Charter School agree otherwise.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function;
or

- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

11. Retirement Systems

SCA certificated employees participate in the State Teachers' Retirement System, and non-certificated employees participate in the Public Employees' Retirement System and federal social security. 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. The Director is responsible for ensuring that appropriate arrangements for coverage are made.

12. Public School Attendance Alternatives

No student may be required to attend SCA. Students who opt not to attend SCA may attend his or her school of residence or pursue an intra- or inter-district transfer in accordance with existing enrollment and transfer policies of their school district of residence. Parents or guardians of each student enrolled in SCA 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 SCA, except to the extent that such a right is extended by the local education agency.

13. Employee Return Rights

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

All employees of SCA will be considered the exclusive employees of SCA 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 SCA. Employment by SCA provides no rights of employment at any other entity, including any rights in the case of closure of SCA.

14. Dispute Resolution Process

The Charter School and the District will be encouraged to attempt to resolve any disputes with the District amicably and reasonably without resorting to formal procedures.

In the event of a dispute between the Charter School and the District, Charter School staff, employees and Board members of the Charter School and the District agree to first frame the issue in written format ("dispute statement") and to refer the issue to the District Superintendent and Director of the Charter School, or their respective designees. In the event that the District Board of Education believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, the Charter School requests that

this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a pre-requisite to the District's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Superintendent and Director, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than five (5) business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the Superintendent and Principal, or their respective designees, and attempt to resolve the dispute within fifteen (15) business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the Superintendent and Director, or their respective designees, shall meet to jointly identify a neutral third party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and Director, or their respective designees. Mediation shall be held within sixty (60) business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the District and the Charter School. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the District and the Charter School.

Internal Disputes

The Charter School shall have an internal dispute resolution process to be used for all internal disputes related to the Charter School's operations. Parents, students, Board members, volunteers, and staff at the Charter School will be provided with a copy of the Charter School's policies and internal dispute resolution process. The District will refer all disputes not related to a possible violation of the charter or law to the Charter School.

The governing board of SUHSD agrees to promptly refer all complaints regarding the Charter School's operations to the SCA Director for resolution in accordance with the District's policies. All SCA 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 District Board agrees to notify the Director and the Charter School Advisory Board and grant the Charter School reasonable time (at least 30 days) 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 Charter 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. The Charter School will be given a reasonable amount of time (at least 60 days) to implement any recommended resolution. At that time, if the District believes it still has cause to revoke SCA's charter, it will follow the revocation procedures set forth in Education Code Section 47607 and its implementing regulations.

SCA and 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 Advisory Board of SCA may request from the SUHSD Board a renewal or material revision 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 and implementing regulations.

15. Public School Employer

SSHS shall be deemed the exclusive public school employer of the employees of the Charter School for purposes of the Educational Employment Relations Act (“EERA”). SCA will comply with the EERA.

16. School Closure Procedures

Closure of SCA will be documented by official action of the SCA Advisory 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 SSHS, Inc. Board, or its delegates, will promptly notify parents and students of SCA, the District, the Shasta County Office of Education, SCA’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 SCA 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 SCA.

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, SCA 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. All records of SCA shall be transferred to the District upon SCA closure. If the District will not or cannot store the records, SCA 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, SCA will prepare final financial records. SCA will also have an independent audit completed within six months after closure. SCA will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by SCA 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 SCA.

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

On closure of SCA, all assets of SCA, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending SCA, 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 nonprofit fund, foundation or organization which is organized and operated for educational purposes and which has established tax-exempt status. Any assets acquired from the District or District property will be promptly returned upon SCA 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, SCA shall remain solely responsible for all liabilities arising from the operation of SCA.

As SCA is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of SCA, 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 Appendix B, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

17. Miscellaneous Provisions

Budgets and Financial Reporting

Attached, as Appendix B, please find the following documents:

- A projected budget
- Budget assumptions
- Financial projections and cash flow for three years of operation

These documents are based upon the best data available to the petitioners at this time.

The Charter School shall provide reports to the District and County Superintendent of Schools as follows in accordance with Education Code Section 47604.33, and shall provide additional fiscal reports as requested by the District:

1. By July 1, a preliminary budget for the current fiscal year.
2. By July 1, an annual update (LCAP) required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, California Department of Education and County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

The Charter School will provide reporting to the District as required by law and as requested by the District including but not limited to the following: California Basic Educational Data System (CBEDS), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605(m), the School Accountability Report Card (SARC), and the LCAP.

The Charter School agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Pursuant to Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the District.

Administrative Services

The Charter School will provide its own administrative services. It currently contracts with the District for services as outlined in its Memorandum of Understanding. Services it receives from the District include accounts payable/ receivable, payroll, human resources, accounting, budget development and fiscal planning, student data information management, personnel services, technology and phone services, school nurse and consultation and advise on school operations. The Charter School intends to continue to purchase these services from the District but has the right to pursue another vendor if it wishes.

Potential Civil Liability Effects

The Charter School shall be operated by a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(c), an authority that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure the District shall not be liable for the operation of the Charter School.

Further, the Charter School and the District shall enter into a memorandum of understanding, wherein the Charter School shall indemnify the District for the actions of the Charter School under this charter.

The corporate bylaws of the Charter School shall provide for indemnification of the Charter School's Board, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

Insurance amounts will be determined by recommendation of the District and the Charter School's insurance company for schools of similar size, location, and student population. The District shall be named an additional insured on the general liability insurance of the Charter School.

The Charter School Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Facilities

SCA currently operates resource centers at the locations listed below. Should SCA wish to add, change, or remove resource center locations, it will enter into and/or revise a separately-executed memorandum of understanding with SUHSD, which shall state that such changes require notice to SUHSD and no material revision of the SCA charter. SCA's current resource centers are located at:

Gold Street - Headquarters

1401 Gold St
Redding, CA 96001

Market Street Resource Center

2042 Market St.
Redding, CA 96001

Cottonwood Resource Center

3425 Brush St.
Cottonwood, CA 96022

SCA has purchased a new resource center facility for the Charter School, located at 307 and 333 Park Marina Circle in Redding, California and intends to transfer its Redding operations to this location during the summer of 2016. Once the new resource center is fully operational, SCA will transfer its operations from both Gold Street and Market Street to Park Marina Circle, and conduct operations there at the beginning of the 2016-2017 school year. This location is within the geographic boundaries of the District. SCA shall provide written notice to the District prior to adding, changing or removing a resource center location.

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, 2016 through June 30, 2021