

MOUNTAIN HOME SCHOOL CHARTER

Charter Petition

Approved by Mountain Home Charter Council: June 26, 2008

Approved by YUSD: April 6, 2009

Effective Operation July 1, 2009- June 30, 2014

Assurances and Affirmations

- The Mountain Home School Charter shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. It shall not charge tuition and shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, nationality, race or ethnicity, religion, 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).
- MHSC shall comply with all applicable federal, state and local laws and court orders.
- MHSC shall admit all pupils (subject to capacity) within the State of California who wish to attend the School. Admission to the School shall not be determined by the place of residence of a pupil or his or her parent or guardian within the State except as provided by Education Code Section 47605(d)(2). If MHSC receives a greater number of students who wish to attend the School and who submit a timely application, each applicant will be given an equal opportunity for admission through a public random lottery process.
- All meetings of the Board of MHSC shall be held in compliance with the Brown Act.
- MHSC shall comply with all applicable state and federal laws in serving students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1974, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.
- MHSC shall maintain accurate and current written records that document all pupil attendance and make these records available for audit and inspection.

- MHSC shall meet all state standards and conduct the pupil assessments required by California Education Code Sections 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools.
- MHSC shall meet all requirements for employment set forth in applicable provisions of law, including but not limited to credentials, as necessary.
- MHSC will ensure that teachers in MHCS 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 law, flexibility may be given to non-core, non-college preparatory teachers.
- MHSC will, at all times, maintain all necessary and appropriate insurance coverage.
- MHSC will comply with all laws related to the minimum age of public school admission.
- MHSC, under the governance of Western Sierra Charter Schools, a California non-profit corporation, shall be deemed the exclusive public school employer of the employees of the School for purposes of the Educational Employment Relations Act.
- If a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information.
- MHSC will follow any and all other federal, state, and local laws and regulations that apply to the School including but not limited to:
- MHSC shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection.
- MHSC shall on a regular basis consult with its parents and teachers regarding the Charter School's education programs.
- MHSC shall comply with any jurisdictional limitations to locations of its facilities.
- MHSC shall comply with the Public Records Act.

- MHSC shall comply with the Family Educational Rights and Privacy Act.
 - MHSC shall meet or exceed the legally required minimum of school days per year.

Mountain Home School Charter Mission Statement

Mountain Home School Charter's Mission is to:

- Inspire students to learn and grow to their potential and become responsible contributing community members.
- Assist parents in the education of their students.
- Provide the community with a valid educational alternative.

We will seek to support this mission by:

- Serving as a liaison between the community and the home schooling family; demonstrating to the community the educational soundness and viability of publicly funded, parent-directed education for students.
- Providing a supportive, encouraging environment in which parents can receive high quality training opportunities, teaching resources, mentoring, opportunities for networking, and a structure to support their educational objectives.
- Providing students with learning resources and an environment for enrichment opportunities that encourage them to become self-motivated, competent, lifelong learners.

Purpose

Mountain Home School Charter will meet the needs of children who, together with their families, have decided that a home-based, family-centered style of education best suits them. Research, history, and our own experience have shown that home schooling, with parents assuming the role of teachers, creates an effective and successful environment for educating children. Parents are natural teachers. Those who homeschool their children expand their loving, nurturing environments to facilitate their children's involvement in learning. These parents know and understand their children better than anyone else.

Goals

The goals of Mountain Home School Charter (MHSC) include but shall not be limited to the following:

Goals	Measurement
Students will be encouraged to be self-motivated, competent, and lifelong learners through self-directed learning opportunities that are initiated and pursued by the student and parent. This sense of ownership will be enhanced through activities, special classes, and field trips that reflect the parent and student interests.	<ul style="list-style-type: none">• Student Personalized Learning Plan (PLP) Portfolios• Class enrollments• Annual survey responses• School instructional schedule
80% of students will show one year's growth according to STAR data.	<ul style="list-style-type: none">• STAR results
80% of our students participating in the Scantron Ed Performance Assessment will show improvement through each academic year.	<ul style="list-style-type: none">• Scantron Ed Performance results
Demonstration of knowledge and academic skills attained across major subject areas through integrated learning	<ul style="list-style-type: none">• Student PLP portfolios• Journal summaries• Presentations• Teacher observations

Educated Person in the 21st Century

To be an educated person in the 21st century, one must have:

- the foundational skills - reading, writing, mathematics, speaking, and listening skills.
- thinking skills - creative thinking, making decisions, solving problems, being able to look at issues from different perspectives, knowing how to learn, reasoning/logic skills.
- personal qualities - individual responsibility, self-esteem, social skills, self-management, integrity.

Concurrently with these foundational skills, a student must also learn how to:

- manage resources - time, money, materials, space.
- develop interpersonal skills - work with teams, be able to teach others, lead others, work well with people from different backgrounds.
- deal with information - acquire and evaluate data, organize and maintain files, interpret and communicate effectively, use computers to process information.
- use technology - select appropriate equipment and tools, apply technology to specific tasks, maintain and troubleshoot technologies.

Educational Program:

Mountain Home School Charter serves, educates, and works with those California students residing in Madera County and its adjacent contiguous counties for kindergarten through eighth grade. Parents of these students are seeking a unique educational environment with academic desires which may include:

- A supportive homeschool experience.
- Belief that their child's academic needs, whether it be for a more challenging curriculum, a slower-paced curriculum, or a more integrated curriculum, can be met through an individualized education.
- Belief that individual social or emotional needs of their student are best met through a home based program.
- A unique educational philosophy.
- Feel that the acquisition of traditional family values is an integral part of their child's education.

Mountain Home School operates a program that has come to be known as "personalized learning". Personalized Learning has been acknowledged and commended with a State Senate resolution (SR-36). Personalized learning is a unique, blended classroom and non-classroom based public educational model that is tailored to the needs and interests of each individual student. Voluntary enrollment provides our program, with a natural venue for parent and student prerogative. As a school we do not dictate to students and their parents how to engage the learning material. Rather, we set

before them the educational goals and work cooperatively with them in creating customized learning plans that best reach those goals. We believe that their desires, strengths and needs are crucial to how the school works with them as individuals. This methodology, both curricular and instructional, is built around each student's needs, abilities and interests. All students meet with their teacher and parents together to create their own personalized learning plan (PLP) at least monthly and to evaluate effectiveness and needed supplementation or change. The PLP brings student, parent and teacher together in a formalized relationship for the sole purpose of planning, implementing, assessing and adjusting the student's educational program. The PLP process includes frequent, regularly scheduled meetings of the parent, student and teacher, assessment of the student's academic strengths and weaknesses, development of a curricular and instructional plan tailored to the student, ongoing monitoring and collection of student work and adjustment to meet the student's needs. The PLP process is a thorough, formal but personal system that meets each student's academic needs in a very precise, individual and responsive way.

Mountain Home School believes that incorporating and empowering parents within the educational process is important, and is an essential part of how we operate as a charter school. The parents' priorities, their leadership and their daily hands-on involvement are critical to the progress and success of each student. This involvement is guided by a credentialed teacher who has also been trained as an advisor, counselor, and curriculum specialist. The advising teacher works closely with both the student and the parents through frequently scheduled meetings. The advising teacher serves as an instructor, guide and counselor for the student's entire learning program. This provides great continuity for the student's overall educational program. The advising teacher insures that each student's learning needs are assessed appropriately, that their goals are both rigorous as well as reasonable and that the student is progressing toward the personalized learning goals.

This personalized learning methodology is implemented in a variety of ways. Students at Mountain Home School are provided with options for standards aligned direct classroom instruction in Mathematics, Science, English Language Arts, Socials Studies and Art. Students are also provided with a wide selection of high quality standards aligned curriculum and instructional materials which students utilize independently. Mountain Home School provides a multiple measures approach in assessing every student. Each student's progress is continually monitored by standards

aligned assessments ie. Ed Performance. This information shapes their personalized learning plans.

Our curricular program supports the ability to create programs that serve pupils of diverse learning needs, ability, and backgrounds. We offer a wide selection of standards-based curriculum that supports independent learning. This personalized curriculum emphasizes learning responsibility from students, multiple assessment methods, learning style, pace, and preferences. Our curriculum requires frequent one-on-one interaction with those instructing our students, greater parental involvement, and direct pupil decision making participation. Our personalized learning model blends learning environments both within and beyond the classroom, including on-site classes, home-based instruction, online instruction, and community-based instruction.

Students and their parents meet with their advising teacher on a regularly scheduled basis, at least once every twenty school days. At this meeting the student's learning objectives are established for the next learning period, assignments are given, the student's completed work is reviewed and assessed by the advising teacher, the parent is provided guidance as needed and the student is provided tutoring. At the beginning and end of the school year each student is assessed academically. The results of these assessments help guide the student's academic program for the year.

Racial and Ethnic Balance

Mountain Home School Charter will strive to achieve a racial and ethnic balance among its pupils that is reflective of the general populations within the territorial jurisdiction of the Yosemite Unified School District (YUSD)

Statement of Non-Discriminatory Practices

Mountain Home School Charter will be nonsectarian in its programs, admission policies, employment practices and all other operations. Mountain Home School Charter will not discriminate against any pupil on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, nationality, race or ethnicity, religion, 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).

Mountain Home School Charter shall not charge tuition.

Students enrolled in Mountain Home School Charter will maintain rights to all programs and services provided by Yosemite Unified School District and available to all students enrolled in the Yosemite Unified School District.

Children with disabilities attending the Charter School shall be served in the same manner on site as children who attend other District Schools. The Charter School shall cooperate fully with the District in the identification and referral of students who may have exceptional needs, assessments and development of IEP's, and the provision of special education services to Charter School students.

Admissions Requirements

Mountain Home School Charter identifies the following admission requirements:

1. Pupils will be considered for admission without regard to ethnicity, national origin, gender, or disability. Kindergarten students may be enrolled if they are at least five years old by December 2nd of the current school year or as allowed by state education code.
2. Admission will not be determined according to the place of residence of the students or parents, however, preference will be given to students residing within the Yosemite Unified School District.
3. Prior to students and parents being admitted into Mountain Home School Charter, they will be required to:
 - a) Read the Mountain Home School Charter philosophies as outlined in the MHSC Parent Handbook.
 - b) Verify that their participation in the charter school is strictly voluntary.
 - c) Sign an agreement that must stipulate all of the following:
 - 1) Parents, or other responsible adults, must be available to assist the student in reaching educational goals.

- 2) Parent, or other responsible adults, will be involved in academic support.
 - 3) Parents, or other responsible adult, and student must attend scheduled progress meetings.
 - 4) Parent will sign and promptly submit monthly attendance records to school attendance clerk.
4. In the event that applications for enrollment exceed school's capacity a public random drawing for admission shall be held. Preference shall be extended to children of families with students currently attending the charter school and pupils who reside in the district.

Measurable Pupil Outcomes

Annual individual goals and objectives for each student will be written collaboratively by student, parent and charter teacher. The basis for these will be Mountain Home School Charters grade level objectives which are based upon the state standards. This will be accomplished with the understanding that the nature of home schooling may require modification of the goals and objectives throughout the school year. Student progress toward completion of goals will be monitored every 1 to 4 weeks by the charter teacher.

Methods of Measuring Student Progress

The methods by which student progress will be assessed will include some of the following:

- Collection and review of student work every 1 to 4 weeks.
- Demonstration of skills (oral reading, oral and visual presentations, acting, athletic, etc.).
- Parent/teacher and charter teacher observation and formal and informal assessments.
- Participation in the required state testing.
- Scantron Ed Performance Assessment
- Individual Growth Indicator (IGI).
- Annual portfolios (optional).
- Monthly journals summarizing student learning (work, activities, practice, accomplishments, etc.) (optional).
- Other tests (to be determined).

Charter teachers will record the assessments of individual student work on a MHSC Student Evaluation Form. These will be kept on file in the Mountain Home School Charter office. At the end of each school year, a copy of the form will be placed in the Cumulative Record and a copy will be given to the parent/teacher.

Suspensions and Expulsions

Students of the Mountain Home School Charter may be suspended or expelled from the charter school for persistent noncompliance with the terms of this charter and the parent agreement. The procedures for discipline, suspension and expulsion will be outlined in the school's policy.

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

School Attendance Alternatives

The public school attendance alternatives for pupils not choosing to participate in the charter school are:

- Other public schools within the district of their residence.
- Other public schools outside their district of residence through inter-district transfer.

PARENTS:

Parent Involvement

When home schooling, parents are dedicated to their child's education in a daily, hands-on way. Mountain Home School Charter has established an open-door philosophy to encourage parent input in planning, teaching, and organizing the MHSC program. Furthermore, as part of their agreement with the school, parents (or assigned responsible adult) will:

- Participate in an orientation meeting with the staff to discuss parent responsibility and to determine goals and objectives for their individual students.
- Teach their children in all subject areas, keep a record of studies, and keep a file of student work.
- Schedule appointments and meet with the charter teacher and student at least once every one to four weeks, bringing record of studies and samples of work for each student.
- Be strongly encouraged to participate in a minimum of one school sponsored event or activity per semester.

- Stay informed of current events and activities offered at the school by any or all of the following means:
 - Reading MHSC monthly newsletter
 - Checking the school website
 - Listening to the school "all call" phone messages
 - Noting the school bulletin board for information
 - Checking the individual family "mailbox" for interim messages

EMPLOYEES:

Labor Relations

The Western Sierra Charter Schools shall be deemed the exclusive public school employer of all the employees of the charter school for the purposes of the Education Employment Relations Act.

Employee Qualifications

All charter school teachers must hold a valid California teaching credential

as well as a knowledge and experience base identified on the job description of a charter school teacher. All core academic teachers will be highly qualified teachers as required by No Child Left Behind. Employees of the Charter shall gain no rights or seniority with the Yosemite Unified School District and shall be deemed employees of the Charter School. As such, the Yosemite Unified School District will have no authority over personnel selection, evaluation or terminations. Such selection shall be at the discretion of the Western Sierra Charter Schools (WSCS) Board. Terms of employment shall be defined by the WSCS Board in agreements with the teachers.

WSCS may also employ or retain non-certificated instructional support staff in any non-core, non college preparatory course where a prospective staff member has an appropriate mix of subject matter expertise, professional experience, and the demonstrated capacity to work successfully in an instructional support capacity. Instructional support staff will not assign grades or approve student work assignments without the approval of an appropriately credentialed teacher. All non-instructional staff will possess experience and expertise appropriate for their position within the school as outlined in the school's staffing plan and the school's adopted personnel policies.

Employee Rights

Employees of Western Sierra Charter Schools will work at the pleasure of the WSCS Board. Certificated employees will be paid on a salary schedule as set forth by the WSCS Board.

The employees of Western Sierra Charter Schools will work for the school under an annual, renewable contract. This contract will detail the basic rights and responsibilities of the school to the employee and the employee to the school. The contract will include specifics as to employee work year, hours, salary, health and welfare benefits and leaves. The WSCS Board will insure, for each current (at the time of this Charter Petition reauthorization 2009) Mountain Home School employee leaving the Bass Lake Elementary School District to work for WSCS that they will receive salary, health and welfare benefits, accrued sick days and retirement benefits at least equal to what they now receive from the Bass Lake Joint Union Elementary School District.

Student to Teacher Ratio

A full-time charter teacher will maintain a teacher to student ratio no greater than that allowed by State law.

Health and Safety Procedures

The Mountain Home School Charter will comply with the provisions of Education Code 44237. Employees and students will be required to maintain all health and immunization standards and records, and other records as required of all regular district employees. Credentialed employees must be trained in first aid and CPR.

A safety committee is already in place and will continue to deal with health and safety issues and concerns.

The Mountain Home School Charter shall adopt a set of Health and Safety policies that contain an emergency site plan and information about how the Charter School will provide health screenings required by law.

Retirement Benefits

All certificated employees of Mountain Home School Charter will continue with the STRS or PERS retirement system as appropriate. All classified employees of Mountain Home School Charter will continue with PERS. Administrators may enroll in either STRS or PERS as appropriate.

It is the intention of Western Sierra Charter Schools to establish an agreement with an outside agency for the provision of business services. Through a memorandum of understanding with this outside service provider, WSCS will ensure that all employer contributions are processed as required by STRS, PERS, or as required by law. This MOU will also address and ensure that all other employee and payroll related matters including; workers compensation insurance, unemployment insurance, and any other payroll obligations of an employer will be processed appropriately.

ADMINISTRATION:

Governance

The Mountain Home School Charter will be governed by Western Sierra Charter Schools (WSCS), a California Non-Profit Public Benefit Corporation. The school will be governed pursuant to the Bylaws adopted by the WSCS's Board of Directors, and subsequently amended pursuant to the amendment process specified in the Bylaws. The Board of Directors major roles and responsibilities will include establishing and approving all major educational and operational policies, approving all major contracts, approving the school's annual budget and overseeing the school's fiscal affairs, and selecting and evaluating the top administrative staff. The school's Board of Directors will include qualified staff, parents and community members. This shall be the primary means of ensuring parental involvement in the governance structure of the Charter School. WSCS's Bylaws will also permit one representative of the governing board of the Yosemite Unified School District to participate on the school's governing board in a non-voting capacity.

The Board of Directors will be composed of representatives of the following constituencies:

- a. Two parents of Mountain Home School students
- b. Two parents of Glacier High School students
- c. One teacher from Mountain Home School
- d. One teacher from Glacier High School
- e. One non-voting member from the Yosemite Unified School District Board
- f. One community member
- g. The Principal/ Administrator of both schools

The Board of Directors will evaluate the Mountain Home School Charter program annually. They will look at all aspects of the school program, its effectiveness, and its compliance with the charter. The WSCS Board of Directors will be responsible for recommending changes to the program and for recommending amendments to the charter. All recommended amendments to the charter will require a majority vote of the Board of Directors. All material amendments to the charter must ultimately be approved by the Yosemite Unified School District Board of Trustees.

The Director of Mountain Home School Charter, or his designee, may report to Yosemite Unified School District Board of Trustees at its regular board meetings.

As the Mountain Home School Charter is a public entity and its officials are considered to be public officials with the State's public school system, the Mountain Home School will make every effort to avoid conflicts of interest in all of its actions. Given that the unique character and purpose of charter schools often results in employees serving on governing boards, the Charter School will not be expected to maintain an absolute ban on contracts between the Charter School and any Governing Board Members, which would preclude such service by employees. Rather, the Mountain Home School agrees that, at a minimum, it shall comply with the conflict of interest laws governing California non-profit public benefit corporations. (Under the non-profit corporation standards, for example, up to 49% of the governing board may be "interested", although they cannot vote on those matters in which they have an interest. Thus, if a teacher serves on the Charter School Governing Board, that teacher may not vote on or participate in decisions on teacher salaries, benefits, raises or conditions of employment.)

Civil Liability

Mountain Home School Charter, under Western Sierra Charter Schools, maintains the authority to secure insurance coverage through whichever firm is best suited to meet the needs of the school. Currently, Mountain Home School Charter will apply to become a member of the California Risk Management Authority (CRMA) Joint Powers Authority (JPA) and obtain insurance coverage through the CRMA. Mountain Home School Charter will be responsible for insurance premium and any additional risk pooling liability coverage including the provision of workman's comp.

Memorandum of Understanding

WSCS on behalf of Mountain Home School Charter may contract for business services with whatever firm or service provider seems most suited to serve the school's needs. It is the intention of the WSCS to seek business services through an outside provider other than the District. However, WSCS will establish a Memorandum of Understanding ("MOU") with Yosemite Unified School District which sets forth the various responsibilities of the District and Charter School with respect to educational services including special education services, testing, school data reporting, etc.

Financial Audit

Western Sierra Charter Schools on behalf of Mountain Home School will arrange for an annual audit. The audit will be prepared by a qualified Certified Public Accountant. The WSCS Board of Directors shall maintain authority to determine which accounting firm is most suited to serve its needs. The audit will verify the accuracy of the school's financial statements, attendance and enrollment, accounting practices, and review the school's internal controls. The audit will be conducted in accordance with generally accepted accounting principles applicable to the school. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars. It is anticipated that the annual audit will be completed within six months of the close of the fiscal year and that a copy of the auditor's findings will be forwarded to the President of the WSCS Board who, in turn, will provide that report to the Chief Financial Officer of YUSD. A WSCS audit committee will review any audit exceptions or deficiencies and report to the WSCS Board with recommendations on how to resolve them. The WSCS Board will report to YUSD regarding how the exceptions and deficiencies have been or will be resolved. Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in Dispute Resolution.

Dispute Resolution Process, Oversight, Reporting, and Renewal

- **Intent**

The intent of this dispute resolution process is to: (1) resolve disputes within the school pursuant to the school's policies, (2) minimize the oversight burden on the district, (3) ensure a fair and timely resolution to disputes, and (4) frame a charter oversight and renewal process and timeline so as to avoid disputes regarding oversight and renewal matters.

- **Disputes Arising from within the School**

Disputes arising from within the School, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations, and governing board members of the School, shall be resolved pursuant to policies and processes developed by the School.

- **Disputes between the School and the Charter-Granting Agency**

In the event that the School or Granting Agency have disputes regarding the terms of this charter, both parties agree to follow the process outlined below.

In the event of a dispute between the School and the Grantor, the staff and governing board members of the School and District agree to first frame the issue in written format and refer the issue to the Superintendent of the District and Director of the School.

The School Director and Superintendent shall informally meet and confer in a timely fashion to attempt to resolve the dispute. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two governing board members from their respective boards who shall jointly meet with the Superintendent of the District and Director of the School and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, the Superintendent and Director shall meet to jointly identify a neutral, third party arbitrator. The format of the arbitration session shall be developed jointly by the Superintendent and Director, and shall incorporate informal rules of evidence and procedure unless both parties agree otherwise. The findings or recommendations of the arbitrator shall be non-binding, unless the governing boards of the School and Grantor jointly agree to bind themselves.

Oversight, Reporting, Revocation, and Renewal

The Yosemite Unified School District may inspect or observe Mountain Home School Charter as necessary pursuant to Ed. Code Section 47604.32 and 47607. Mountain Home School shall meet the minimum academic performance requirements for renewal pursuant to Ed. Code Section 47607.

Term of the Charter

The term of this charter shall begin on (DATE), 2009 and expire five years (DATE), 2014.

The Charter may be renewed as allowed by law.

Amendments

Any amendments to this charter shall be made by the mutual agreement of the governing boards of the Charter School and Charter-Granting Agency. Material revisions and amendments shall be made pursuant to the standards, criteria, and timelines in Education Code Section 47605.

Severability

The terms of this charter petition are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the Yosemite Unified School District and Western Sierra Charter Schools. The District and School agree to meet to discuss and resolve any issues or differences relating to invalidated provisions in a timely, good faith fashion.

Facilities

Mountain Home School Charter shall conduct its pupil/teacher meetings at 41267 Highway 41, Oakhurst, California or such other locations as the Charter School may find desirable.

Closure

Closure of the School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The Director of the school shall be responsible for closure-related activities.

The Board of Directors will promptly notify parents and students of the Charter School, the Yosemite Unified School District, the Madera County Office of Education, the School's SELPA, the retirement systems in which

the 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 the Charter School 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 the School.

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

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

On closure of the School, all assets of the School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the School, remain the sole property of the Charter School and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the non-profit public benefit corporation to another public educational entity. Any assets acquired from the District or District property will be promptly returned upon School 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, the School shall remain solely responsible for all liabilities arising from the operation of the School.

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