

FLEX ACADEMY SILICON VALLEY
COUNTYWIDE CHARTER RENEWAL

Charter Renewal with the Santa Clara County Office of Education

Public Countywide Charter School

FLEX PUBLIC SCHOOLS

(A California Nonprofit Public Benefit Corporation)

For a Charter Renewal Term of July 1, 2016 to June 30, 2021

Original Charter Unanimously Approved by the

Santa Clara County Board of Education

On April 7, 2010

For An Initial Charter Term of July 1, 2010 to June 30, 2015

Table of Contents

Table of Contents of Legal Requirements	2
Charter School Intent and Charter Requirements	4
Affirmations and Assurances	5
I. Introduction	7
II. Educational Program	13
III. Measurable Student Outcomes and Other Uses of Data	47
IV. Governance Structure	54
V. Human Resources	59
VI. Health and Safety	64
VII. Means to Achieve Reflective Racial and Ethnic Balance	67
VIII. Student Admission Policies and Procedures	68
IX. Independent Fiscal Audits	70
X. Suspensions and Expulsion Procedures	71
XI. Employee Retirement Benefits	86
XII. Public School Attendance Alternatives	87
XIII. Employee Rights	88
XIV. Dispute Resolution	89
XV. Labor Relations	91
XVI. Closure Protocol	92
Miscellaneous Charter Provisions	94
Budgets and Financial Reporting	94
Insurance	94
Administrative Services	94
Facilities	95
Term of the Charter	96
Potential Civil Liability Effects	96

Table of Contents of Legal Requirements

This Charter has been created in the format encouraged by the California State Board of Education in its adopted “Model Application for Charter Schools” and exceeds the legal requirements of Education Code Section 47605.6. According to the State Board of Education, the Model Application format ensures that charter petitioners systematically cover all of the minimum elements required by law. However, the Model Application format requires that statutory provisions in the Charter Schools Act be addressed in an order different than presented in the Education Code. This “Table of Contents of Legal Requirements” is presented to assist the charter authorizer in establishing that all requirements of the law have been met.

Affirmations/Assurances	5
Educational Program	13
Measurable Pupil Outcomes and Assessment of Outcomes	46
Location of Each Charter School Facility	15
Governance Structure of Schools	53
Employee Qualifications	58
Health and Safety Procedures	63
Means to Achieve Racial/Ethnic Balance Reflective of County	66
Admission Requirements	67
Financial Audit	69
Pupil Suspension and Expulsion	70
Retirement System	85
Attendance Alternatives	86
Rights of Charter Authorizer Employees	88
Dispute Resolution Procedures	89
Employee Representation	91
School Closure	92

FLEX ACADEMY SILICON VALLEY
COUNTYWIDE CHARTER RENEWAL

Charter Renewal with the Santa Clara County Office of Education

Public Countywide Charter School

FLEX PUBLIC SCHOOLS

(A California Nonprofit Public Benefit Corporation)

For a Charter Renewal Term of July 1, 2016 to June 30, 2021

Original Charter Unanimously Approved by the

Santa Clara County Board of Education

On April 7, 2010

For An Initial Charter Term of July 1, 2010 to June 30, 2015

Charter School Intent and Charter Requirements

The Charter Schools Act of 1992, codified as California Education Code Section 47600 et seq., requires each charter school to have a “charter” that sets forth a reasonably comprehensive description of required elements of charter petitions. (California Education Code Section 47605.)

The California Legislature, in enacting the Charter Schools Act of 1992, sought to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

- Improve pupil learning.
- Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.
- Encourage the use of different and innovative teaching methods.
- Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
- Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.
- Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems.
- Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.

The following sections of this charter explain how Silicon Valley Flex Academy fulfills the requirements of Education Code Section 47605.

Affirmations and Assurances

As the authorized lead petitioner, I hereby certify that the information submitted in this petition for charter renewal of Silicon Valley Flex Academy (“Flex Academy,” “Silicon Valley Flex Academy,” or the “School”), a public charter school located within the boundaries of the Santa Clara County Office of Education (or “SCCOE”) 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 charter renewal, the School will follow any and all federal, state, and local laws and regulations that apply to the School, including but not limited to:

- The School 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, gender expression, gender identity, 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).
- The School’s goals include enabling its students to become self-motivated, competent, and lifelong learners.
- The School shall admit all pupils 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 the School receives a greater number of students who wish to attend the School and who submit a timely application than capacity, each applicant will be given an equal opportunity for admission through a public random drawing process. Preference in the public random drawing will 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 if requested to accommodate the growth of the charter school in accordance with Education Code Section 47605(d)(2)(C).
- The School 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 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.
- The School shall offer at a minimum, the same number of minutes of instruction set forth in paragraph (1) of subdivision (a) of California Education Code Section 47612.5 for the appropriate grade levels.
- The School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection.

- The School shall meet all statewide standards and conduct the pupil assessments required by California Education Code Sections 60605 and 60851 and any other statewide assessments required by law or applicable to students in non-charter public schools.
- The School shall meet all requirements for employment set forth in applicable provisions of law, including but not limited to credentials, as necessary.
- The School will ensure that teachers 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.
- The School will, at all times, maintain all necessary and appropriate insurance coverage.
- If a pupil is expelled or leaves the School without graduating or completing the school year for any reason, the 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 also applies to Special Education student transitions and IEP documentation.
- The School shall, on a regular basis, consult with its parents and teachers regarding the School's educational programs.
- The School shall comply with any jurisdictional limitations to locations of its facilities.
- The School shall comply with all laws establishing the minimum and maximum age for public school enrollment.
- The School shall comply with all applicable portions of the Elementary and Secondary Education Act.
- The School shall comply with the Brown Act and Public Records Act.
- The School shall comply with the Family Educational Rights and Privacy Act.
- The School shall meet or exceed the legally required minimum number of school days per year.

Caroline J Wood, Head of School
Silicon Valley Flex Academy

Date

I. Introduction

Silicon Valley Flex Academy established its presence in Morgan Hill located in the southern part of Santa Clara County, the southernmost portion of Silicon Valley. Morgan Hill has evolved into a community for the high tech industries in Silicon Valley, as well as the seat for several high tech companies this is fitting for a technology rich academic experience provided at Silicon Valley Flex Academy.

Silicon Valley Flex Academy opened its door in 2011 and is a hybrid model of “blended” instruction. The School includes all of the features of successful traditional brick and mortar public schools—strong curriculum, skilled certified teachers, involved families, high accountability—and uses powerfully innovative technology to create flexible programs that meet the needs of many students. In this model, instruction is delivered with state-of-the-art interactive technology—online lessons with synchronous and asynchronous learning. Offline, hands-on books and instructional materials are also used. The Christensen Institute defines this model as, “...a course or subject in which online learning is the backbone of student learning, even if it directs students to offline activities at times. Students move on an individually customized, fluid schedule among learning modalities.” (Christensen, 2012)

The current student population rests at a diverse group of students from Morgan Hill, San Jose, Gilroy and Los Gatos.

The Board of Trustees of Flex Schools dba Flex Public Schools Silicon Valley Flex is pleased to submit this charter school renewal petition in order to continue offering a model of education, combining the best of online education with the best of a brick and mortar school. Hundreds of educators from around the world have visited Silicon Valley Flex Academy each year to see this cutting-edge model school. Students from Stanford University as well student teachers from nearby universities have benefited from observation and study at Silicon Valley Flex Academy. The Flex Public Schools’ Board of Trustees, Management Team, Advisors, Supporters and Partners have extensive experience with charter schools, startup organizations, education (including school design, curriculum development, instructional strategies, assessment and staff development), business, law, facilities development, finance, technology, strategic planning, governmental relations, fundraising, public relations, organizational development, student leadership development, and community development. Below is a list of board members, advisors and supporters.

Flex Public School Board of Trustees

Andrew K. Gordon, Esq., Partner, Duane Morris. Board Member, Flex Public Schools

Mr. Gordon is a partner at Duane Morris LLP, one of country’s leading law firms, with four offices in California and a total of over 700 lawyers throughout the country. Mr. Gordon specializes in the areas of commercial and insurance litigation, environmental law and labor and employment law with a focus on complex multi-party trials.

His commercial litigation experience includes director and officer liability, unfair competition claims, unfair lending practices, misappropriation of trade secrets, partnership disputes, obtaining and enforcing judgments against foreign entities, real estate nondisclosures and various other business torts. He counsels employers on employment issues and has litigated cases involving discrimination, disability and harassment issues, wrongful termination, trade secret violations, and wage and hour disputes.

Mr. Gordon has been listed in *Chambers USA: America's Leading Lawyers for Business* and has also been named as one of California's Super Lawyers through a peer review process. He earned his B.A. at Amherst College and a J.D. at the University of San Francisco School of Law. He has been a Board member of Big Brothers/Big Sisters of Marin; President of Mill Valley Tennis Club; President of Bear Creek Association; and a Board member of the Giants Community Fund.

Jaime Sanford Storey, Non-profit leader. Board Member, Flex Public Schools

Ms. Storey is a native San Franciscan who graduated from UC Santa Cruz with a degree in Russian Studies and spent several years with the Center for Citizen Initiatives, leading Americans on extensive travel missions to the former Soviet Union. Ms. Storey coordinates a number of volunteer activities for her children's schools and is a founding member of Making it Home, an organization devoted to furnishing homes for previously homeless families. Ms. Storey is a devotee of tennis, reading and theater, and passionate about education and the well-being of the San Francisco Bay Area.

Catherine Walcott, Director of Strategic Initiatives at WestEd. Board Secretary, Flex Public Schools

In her role at WestEd, Ms. Walcott works with federal, state, and district policymakers to address educational challenges through evidence-based approaches. West Ed is a federally-funded regional think tank focused on education. Ms. Walcott directs WestEd's Fast Response Applied R&D Unit, which focuses on getting evidence-based information and unbiased analyses about current education issues and trends to policymakers and practitioners. She also serves as the agency liaison to the state of California, functioning as a key point of contact with the California State Board of Education, the California Department of Education, and other state agencies.

Prior to joining WestEd, Ms. Walcott was a Senior Policy Advisor for the U.S. Department of Education, where she developed legislative proposals and policy guidelines related to school reform, particularly standards and assessment issues. She provided leadership on issues such as policy guidance for state reform plans, guidance for the development of state assessment systems, and peer reviews of numerous types of state plans (e.g., plans for standards-based improvement, assessment, systems technology plans). Ms. Walcott also serves as an advisor to the *No Child Left Behind Alert* newsletter and is a board member of Partners in School Innovation and the Russian Hill Preschool. She received a B.A. in psychology from Stanford University and an M.A. in public policy from Harvard University.

Nancy Doty, Chief Financial Officer, Town School for Boys

For the past eleven years, Ms. Doty has served as the CFO of Town School for Boys, an independent K-8 boys' school in San Francisco. She is responsible for the infrastructure of the school including finance, accounting, facilities, human resources and information

technology. She recently served as the Project Owner of a multi-phase, \$30M, construction project for the school.

Prior to her position at Town School, Ms. Doty held financial positions in a public relations firm and an internationally-owned staffing firm. Being married to an entrepreneur, Ms. Doty worked with her husband on the renovation of an historic 1910 apartment hotel in San Francisco in a variety of capacities from accounting, purchasing, leasing and formation of a neighborhood association. A variety of earlier jobs as a real estate broker, escrow officer, real estate and corporate paralegal and computer system administrator has provided a wealth of experience that has contributed to her successful career in senior management.

In addition to her day job at Town School, Ms. Doty is a corporate director of Watlington Foods, LLC, a premier provider of high quality chocolate confections.

Ms. Doty received her B.A. from Southern Illinois University.

Mark Kushner, Founder, Board President, Flex Public Schools

Mr. Kushner is one of the country's leading charter experts as a charter school founder, former commissioner of the State Board of Education's Advisory Commission on Charter Schools, and instructor on charter schools at Stanford University.

In 1995, he founded and led Leadership High School in San Francisco, one of the pioneering charter high schools dedicated to equity and excellence. In 2001, he found and led Leadership Public Schools ("LPS"), a prominent charter management organization dedicated to serving low-income students in California. After leaving LPS, Mr. Kushner continued to serve on the LPS board for 11 years. From 2008 to 2014, Mr. Kushner served as Vice President, Blended Learning for K12 Inc. In 2014, he joined the education company, Pansophic Learning, as Head of North American School Development. Most recently Mr. Kushner founded and serves as the CEO of Future Academy, a K – 8 private school.

Mr. Kushner founded and served as chair of the California Advisory Commission on Charter Schools from 2001 to 2011, which advises the California State Board of Education on all charter matters. Since 2006, he has also taught a course on Innovation and Charter Schools at Stanford University's Graduate School of Business and Graduate School of Education. Selected education honors include the Harvard Club of San Francisco's Secondary School Educator of the Year, and the Hart Vision Award for School Site Administrator, the highest award given to charter school educators in California.

Finally, Mr. Kushner served as a trustee of San Francisco University High School for 13 years, and is a current trustee at the Town School for Boys. Mr. Kushner earned a B.A. from Wesleyan University, and completed graduate work in literature, law and educational administration at The Centre for Medieval and Renaissance Studies, Oxford, University of San Francisco (J.D.), and Harvard University (Ed.M.).

Steve Henderson, Teacher. Board Treasurer, Flex Public Schools

Steve is a teacher and school leader with 15 years' experience in both public and private education. Steve first learned to teach at the Non-Commissioned Officers Leadership Academy in the United States Marine Corps. After completing an extended tour of duty in the Gulf War, Steve attended Sacramento State University where he earned a B.A. in history and political theory. Steve began teaching in the Salinas Juvenile Hall in 1998. He started a new Community School for students on probation and innovated the use of technology in teaching. In 2003 Steve started teaching at Chartwell School, an independent K–8 school specializing in working with dyslexic children. Steve studied learning differences and teaching strategies that used data to individualize instruction. He then earned a Special Education teaching certificate from CSU Monterey Bay. In 2008 Steve was asked to lead the effort to expand Chartwell School and create a high school. He founded The New High School Project, an innovative learning and technology-focused program. He served as Dean of Students and was promoted to Head of School. Most recently Steve earned a Master's in Education in School Leadership at the Harvard Graduate School of Education

Kathlyn Greubel. Parent Board Member, Flex Public Schools

Ms. Greubel is the mother of two children and lives in Morgan Hill with her husband. She graduated from Western Business College in Portland, Oregon and subsequently relocated to Morgan Hill, California in early 2005. After a career in corporate finance and accounting she retired when her second child was born. Having a passion for education and helping those who need it most has led to her participation in various initiatives such as the English Language Master Plan for the Morgan Hill Unified School District. In the past her many volunteer activities have included volunteering at Silicon Valley Flex Academy on the PTO and in the student learning labs, secretary and treasurer of the Jackson Home and School Club, Jackson Elementary School Site Council Chair and participation in the Turning Wheels for Kids charity. Ms. Greubel is dedicated to serving underprivileged youth and driving excellence in

Advisors, Supporters and Partners

Eric Premack, Director and Founder, Charter Schools Development Center (CSDC)

Mr. Premack is widely regarded as the country's premier charter school expert, particularly known for his expertise in education, finance, management, and labor relations issues and his in-depth grasp of the practical details of charter school operation and charter school legislation. Prior to founding CSDC, Mr. Premack was involved with the development of the charter school concept since its inception in his native home of Minnesota in the 1980s. He is a frequent speaker at state and national education conferences, he advises state and national-level policymakers, provides extensive consulting services to charter school developers and grantors, and served as staff to the U.S. Department of Education-sponsored National Study of Charter Schools. Mr. Premack served on the California State Superintendent's Charter School Advisory Committee, was an Advisor to the board of the California Network of Educational Charters (CANEC), and serves on the board of the East Bay Conservation Corps and St. Hope Corporation, both of which operate charter schools in northern California. He was awarded the Hart Vision Award for outstanding service to the charter school movement in California by CANEC.

Prior to joining CSDC, Mr. Premack was the Associate Director of Fiscal and Management Services with School Services of California, Inc. where he provided fiscal, labor relations, and management consulting services for dozens of California school districts and county offices of education. Previously, he was a K-12 education policy and finance analyst with California's non-partisan Office of the Legislative Analyst where he advised the Legislature on major K-12 education fiscal issues. He is a graduate of both the College and the Harris Graduate School of Public Policy (MA with a concentration in education policy) of the University of Chicago.

Paul Minney, Esq., Partner, Young, Minney & Corr, LLP

The School receives legal services from Young, Minney & Corr, LLP (“YM&C”). YM&C dedicates their practice exclusively to charter school law. The firm’s attorneys provide legal counsel to over 500 charter schools as well as businesses and organizations providing support services to charter schools within the state. The School’s lead counsel, Mr. Minney, has been involved in the charter school development process since the adoption of the Charter Schools Act in 1992. Mr. Minney’s partner, Lisa Corr is a special education charter expert, among other things.

K12 Inc. a Curriculum and Education Services Provider and Partner

Though Flex Public Schools may consider the services of other providers in the future, the School has used the contracted support of K12 Inc. since its inception. K12 is the country’s leading and largest provider of curriculum and school administrative services for charter schools and district programs. Founded in 2000, K12 has provided over 2 million courses - core subjects, AP®, world languages, credit recovery, and electives - to more than 200,000 students worldwide. In the 2013-2014 school year, K12 served 125,000 full-time students in public schools they managed in two-thirds of the states and the District of Columbia, which equates to more than one million online semester courses. They serve an increasingly diverse population of students which requires K12 to adapt and innovate to meet student needs.

Having K12 as a contracted provider enables the School and its students to have greatly increased course offerings, significant differentiation to meet the needs of a variety of learners, powerful assessment data, and a state of the art learning management system to monitor student data and improve student performance. In addition, K12 offers thought leadership, both within the corporation and in the relationships that K12 sustains with thought leaders in K-12 education in the United States. One example of this thought leadership is the K12 Education Advisory Committee (EAC).

The members of the EAC represent a wide range of expertise ranging from educational technology, teacher training, adaptive learning, and education policy:

- Dr. Andy Porter, Retired Dean of Graduate School of Education, University of Pennsylvania
- Dr. Elanna Yalow, CEO, Knowledge Universe Early Learning Programs
- Beverly Hutton, Director of Professional Development, National Association of Secondary School Principals (NAASP)

- Dr. Mary Futrell, Professor and former Dean of Education, George Washington University, former President of the National Education Association (NEA), and current K12 Board Member
- Dave Driscoll, Former Commissioner of Education, Commonwealth of Massachusetts
- Craig Barrett, Former CEO and Chairman of the Board, Intel Corporation
- Ann Foster, Consultant and Former SVP of Strategy and Business Development/SVP Harcourt Connected Learning at **Harcourt Education Group**
- Millie Fornell, Former Chief of Staff, Miami-Dade County Public Schools
- Jessie Woolley Wilson, CEO, DreamBox Learning

The EAC meets quarterly to recommend research initiatives, review research studies, and advise on innovations in the market that may benefit effective instruction to the range of students who choose to attend one of the public charter schools that K12 serves. Note: the professional affiliations of K12 Advisory Committee members are shown to identify the individuals, and do not necessarily imply the support of their organization.

II. Educational Program

“A description of the educational program of the school, designed, among other things, to identify those whom the school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. If the proposed school will serve high school pupils, a description of the manner in which the charter school will inform parents about the transferability of courses to other public schools and the eligibility of courses to meet college entrance requirements.”

- California Education Code Section 47605(b)(5)(A)(i)

“A description, for the charter school, of annual goals, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.”

- California Education Code Section 47605(b)(5)(A)(ii)

“If the proposed school will serve high school pupils, a description of the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the “A” to “G” admissions criteria may be considered to meet college entrance requirements.”

- California Education Code Section 47605(b)(5)(A)(iii)

Mission Statement

The mission of Flex Academy is:

- To create outstanding schools where each student’s full potential is developed with engaging, individualized online learning and face-to-face instruction, and
- To partner with school districts and others to replicate this innovative educational model.

A Model of Education

The mission of flex to provide an individualized instruction program is delivered through a model of “blended” instruction, combining the best attributes of online education (e.g., increased offerings, significant differentiation and support, frequent formative assessments, etc.) with the best attributes of traditional brick and mortar schools (e.g., community, collaboration, academic and social support, clubs, sports and activities).

This innovative school model utilizes data from ongoing assessments to individualize instruction for each student and is now nationally referred to as the “Flex Model” (see “Classification of Blended Learning” by Michael Horn and Heather Staker, included as Supplemental Document 14). In fact, Michael Horn, co-author of “Disrupting Class,” stated at the Stanford Business School last year that this Flex Model is *disruptive* of the traditional classroom in a way that most

current blended schools are *not*. He believes some form of the Flex model may become the most prevalent form of schooling in the future.

Flex Academy's digital platform, high quality curriculum, and established summative, formative, and adaptive assessments enable:

1. individualized instruction for all students;
2. unprecedented flexibility for teachers to provide one-on-one targeted interventions, small group instruction and other research-based strategies according to individual student needs;
3. integration of technological learning at all levels which frees up teacher time for key student needs and instruction; while
4. students remain far more engaged in and in command of their own learning process.

The mission is further supported by our site-based program where properly credentialed single subject and multi-subject teachers are onsite with students five days a week. The School has exceeded the annual minimum number of instructional days required of charter schools and meets or exceeds the annual minimum number of instructional minutes required for grades 6-12 as vetted by annual independent audits. As explained in more detail below, the School is not a distance learning or virtual school; it is a brick and mortar school utilizing computer-assisted instruction where students are required to be in attendance at the school site for more than 80% of their instructional minutes; thus the school is not a "non-classroom based school" pursuant to Education Code Section 47612.5 and a "non-classroom based" Funding Determination is not required.

Targeted Student Population

The School shall admit all pupils in grades 6 through 12 from within Santa Clara County and throughout California who wish to attend the School subject only to capacity. Applications will be accepted during a publicly advertised open application period for enrollment in the following school year. Following the annual open application period, applications will be counted to determine if the School has received more applications than available space. In the event that this occurs, the School will hold a public random drawing to determine enrollment for the impacted grade level. Students who were enrolled in the prior school year will be guaranteed enrollment in the following school year.

Enrollment preferences in the case of a public random drawing shall be allowed in the following order of preference:

- Siblings of currently enrolled students
- Children of the paid staff of the School
- Residents of the County
- Other California residents

Within that spectrum, the School aims to serve students who can benefit most from self-paced, individualized instruction. Examples include: students who are identified as gifted or those who are behind in credits, are bored, want more challenge, want more electives, want more technology, or want to be pioneers with a model of education.

Multiple Sites

“The location of each charter school facility that the petitioner proposes to operate.”

-California Education Code Section 47605.6(b)(5)(D)

Expanded locations of school sites would be in or near the Golden Triangle (the “birthplace”) of Silicon Valley, the geographic triangle formed by Highways 101, 237 and 880. This area was specifically chosen because of the unique nature of the Flex Model of education. Like the 610 Jarvis Drive location in Morgan Hill, Silicon Valley Flex Academy would locate space that feels like an Internet company. The Golden Triangle is home to many of these buildings or elsewhere in the County of Santa Clara with demonstrated need and available and affordable buildings.

Based on our projected enrollment and our past enrollment experience, our enrollment plan for grades 6-12 for the next five years is:

Year 1	Year 2	Year 3	Year 4	Year 5
FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021
260	312	374	449	539

Overview of School Design and Implementation

The School – a model of “blended” instruction – represents innovation in public school education in many ways. Note, however, that this school is a five day a week onsite school that uses the latest in digital resources; it is NOT a non-classroom based school as defined by California Education Code and regulations.

The School includes all of the features of a successful, traditional, brick and mortar public school – strong curriculum, skilled teachers, involved families, high accountability – but uses powerfully innovative technology to create a flexible program that meets the needs of many students. In this model, instruction is delivered with state-of-the-art interactive technology, including online lessons, high-tech interactive whiteboards, synchronous and asynchronous learning, offline learning, hands-on books, and instructional materials.

The K12 curriculum currently being used is aligned to the California content standards and the Common Core State Standards.

The School’s students, teachers and parents or guardians currently use the Online School (OLS) learning management system developed by K12, an innovative and powerful web-based software platform which hosts the School’s curriculum for onsite and offsite use. Currently, the learning management system includes more than 22,000 interactive, engaging, and comprehensive lessons in multimedia and text format covering the core subjects (Math, English, History, and Science) as well as Art, Music, and five foreign language courses (including French, German, Latin, Chinese and Spanish), a full array of AP courses (e.g., AP Calculus, AP English Language and Composition, AP Chemistry, AP US History, AP French, AP Spanish, and other AP courses), psychology, economics, and many technology electives (e.g., video game design,

Engineering Design/CAD, etc.) for high school students. A course list and course catalog are attached in Supplemental Documents 10.

Students at the school-site use the OLS to access their individualized learning program, which is set at their academic level and allows them to progress at their own pace and in their own learning style. Onsite and credentialed teachers use the data from the K12 assessments and other assessments to personalize instruction for each of the students.

Other resources on the OLS include lesson, unit and semester assessments; planning tools for teachers, students, and Academic Coaches; a teacher tool to track student mastery and time-on-task; progress tools; hands-on activities; ideas for alternative learning approaches; and optional and supplemental lessons and activities.

Educational Philosophy

The School believes that given a comprehensive and mastery-based curriculum, high expectations, access to technology (computer and Internet), strong instructional support, a significant amount of offline work, guidance from experienced teachers, and a strong commitment from parents (or other caring adults), a well-conceived, blended site-based online education program boosts student achievement, serves the unique needs of students and families, and offers a model for effective public education in the 21st century.

The School increases the educational options for all students by providing them with a comprehensive California Content- and Common Core State Standards-based curriculum using state-of-the-art online and hands-on instructional materials to provide a high-quality, innovative, and effective individualized public school education. Given the autonomy to create and sustain this innovative learning environment, the School is accountable for high student performance, and exemplary administrative management and compliance.

What it means to be an Educated Person in the 21st Century

An educated person in the 21st century is one who not only has a solid understanding of and facility with fundamental concepts from the core academic subjects, but also has the ability to think critically about the issues we face as part of a global community in the age of information and technology. The School equips its students to be well-educated 21st century citizens.

We believe being an educated person in the 21st Century means:

- Enabling all students to become self-motivated, competent and lifelong learners.
- Understanding and appreciating the central ideas, methodologies and conceptual parameters of intellectual and aesthetic disciplines, including those represented in the California content standards and Common Core State Standards.
- Being technologically literate, and knowing how to use technology to learn effectively and appropriately.
- Communicating clearly and effectively using a variety of techniques.
- Engaging in intellectual exploration and discovery, persevering when confronted with complexity and ambiguity, and demonstrating intellectual and emotional character, resilience and creative problem solving abilities.

How Learning Best Occurs

Every student possesses a wide range of learning skills. The School believes that learning best occurs when students are taught a comprehensive curriculum through innovative instructional design and self-paced instruction that promotes learning in a challenging and exciting way. More broadly, we believe that students learn best when:

The Climate...

- Is organized around student learning
- Is safe
- Reflects clear expectations of behavior
- Nourishes flexible, diverse and adaptive learning communities

The Students...

- Take an active role through inquiry, analysis, and problem solving
- Connect new information to existing knowledge
- Apply knowledge
- Reflect on their learning
- Employ a repertoire of thinking and reasoning strategies

The Tasks Are...

- Challenging
- Developmentally appropriate
- Interesting
- Relevant
- Varied

The School is specifically designed with K12's curriculum to support these attributes.

Our overall school design, including our use of professional learning communities, differentiated instruction and extensive use of assessment data for interventions and support is informed and guided by extensive research, including, among others:

Professional Learning Communities:

Dufour and Dufour, *Learning by Doing: A Handbook for Professional Communities at Work* (2010)

Differentiated Instruction:

Tomlinson, *The Differentiated School: Making Revolutionary Changes in Teaching and Learning* (2008)

Using Data to Improve Learning:

Murnane, Boudett, and City, *Data Wise, Revised and Expanded Edition: A Step-by-Step Guide to Using Assessment Results to Improve Teaching* (2013)

James-Ward, Fisher, Frey and Lapp, *Using Data to Focus Instructional Improvement* (2013)

Blended Learning:

- Christensen, Johnson and Horn, *Disrupting Class, Expanded Edition: How Disruptive Innovation Will Change the Way the World Learns* (2010)
- U.S. Department of Education *Evaluation of Evidence-Based Practices in Online Learning: a Meta-Analysis and Review of 51 Online Learning Studies*, Washington, D.C. (2009) (“Blended instruction has been more effective, providing a rationale for the effort required to design and implement blended approaches (U.S. Department of Education, 2009, p. xvii).
- Barbour, M. K., & Mulcahy, D., *An inquiry into retention and achievement differences in campus based and web based AP courses. Rural Educator*, 27(3), 8-12. (2006)
- Cavanaugh, C., Gillan, K., Bosnick, J., & Hess, M., *Effectiveness of online Algebra learning: Implications for teacher preparation. Journal of Educational Computing Research*, 38(1) 67-95. (2008)
- National Survey of Student Engagement. *Promoting Engagement For All Students: The Imperative To Look Within*. Bloomington, IN: Indiana University, Center for Postsecondary Research. www.nsse.iub.edu/. (2008)
- West Ed with Advance Research. *Evaluating Online Learning: Challenges and Strategies for Success*. Innovations in Education. U.S. Department of Education. (2008)

Relationships with Students:

Bowen, *Our Kids: Building Relationships in the Classroom*. (2008)

Teaching Methodology

Our approach to education assumes that students learn best when information is presented through a variety of learning styles. Thus, each lesson contains content that is presented through the following modalities: visual, auditory and kinesthetic. To further support optimal student learning, the School employs a team-teaching approach with certificated teachers and Academic Coaches (and, when interested, parents or other responsible adults) involved in the instructional process. Academic Coaches guide students through the instructional program on a daily basis and help ensure that students are learning. In addition, teachers are available to assist students with supplementary materials or recommended approaches should the student have difficulty understanding the content of a lesson. Teachers also provide direct instruction in all subject areas indicated as needed by their own assessments, embedded assessments or other performance assessments. The presence of online lessons and embedded unit assessments ensures that teachers are able to quickly identify and assist students who are having academic difficulties.

Implementation of the Blended Model and Individualized Learning

Silicon Valley Flex Academy has successfully implemented the blended model over the past four years. With the current suspension of State Assessments, facilitation of the model begins with the careful review of benchmark assessments using Scantron, i-Ready or other comparable tools (See Executive Summary, supplemental document 1, for school performance data). In addition and where applicable, student subgroup progress at the School is objectively measured by state-mandated annual assessments within the CAASPP assessment system for each grade (e.g., the Smarter Balanced Assessments, the California Standards Test (CST), the California Modified

Assessment (CMA), and the California Alternate Performance Assessment (CAPA)), the Physical Fitness Test (PFT), the former California High School Exit Exam (CAHSEE), and the California English Language Development Test (CELDT).

The results of these benchmarks and applicable assessments are used to assemble students into Breakout sessions. Breakout sessions are instructional periods with a credentialed teacher that amplify and reinforce the presentation of online curriculum delivered to students during their time in our Learning Labs. FIT sessions are *Focused Individualized Teaching* sessions for students at all ability levels. All core subjects are engaged via daily breakout session, FIT sessions or in the Learning Lab. Although no student’s schedule at Silicon Valley Flex Academy is typical, a student could experience the following flow during their academic day.

School Period	Sample Schedule
First 8:05 – 8:50	Personalized Intervention Program
Second 8:55 – 9:40	Learning Lab (Science curriculum)
Break 9:45 – 10:00	
Third 10:05 – 10:50	Math Pink Group
Fourth 10:55 – 11:40	FIT (History)
Lunch 11:40 – 12:15	
Fifth 12:20 – 1:00	Learning Lab (General completion of various curriculum)
Sixth 1:05 - 1:50	English Blue Group
Seventh 1:55 – 2:40	FIT (Math) or Clubs and Student Council if scheduled
Dismissal 2:45	

**This is a sample and may change as needed to meet the academic progress of all students Bell Schedule, Instructional Minutes and Academic Calendar*

Subject to change, the school day runs approximately 7:45 a.m. to 3:15 p.m. The number of annual instructional minutes offered for all grades meets or exceeds the minimum requirements in Education Code Section 47612.5(a)(1). See supplemental document 13.

The School’s academic calendar has generally followed the academic calendar of the local District. In accordance with Title 5, California Code of Regulations, Section 11960, the school year will contain at least 175 instructional days. Attendance will be required onsite more than 80% of the required instructional minutes. Nothing in this Charter shall preclude the School from offering multiple shifts of students as long as the required minimum number of annual days and instructional minutes are met as applicable to the School. This calendar and the minutes provided are audited annually.

Data Driven Instruction (“DDI”)

Silicon Valley Flex Academy re-establishes Breakout sessions appropriate for the academic needs of our students monthly. These DDI sessions are conducted by grade level teams. Student performance ascertained from online progress, student artifacts along with qualitative data from Academic Coaches, parents and cross-curricular dialog is used to provision the most advantageous placement. Students who are achieving below expected academic levels will have one or more of the following characteristics: slower progress towards completing lesson assignment goals, missed days of attendance, and/or have not been successful on lesson/unit assessments.

Teacher and Academic Coach Support

Teachers will provide students with guidance to maximize student-learning opportunities within the curriculum and with supplemental materials. Teachers will provide information on additional resources that are available such as special learning projects or useful websites.

The K12 curriculum is modified to meet the individual needs of each student. Thus, teachers may be able to pick and choose from the entire K12 curriculum to identify the lessons that will best meet their students' academic needs. In addition, teachers have access to additional curriculum products such as Study Island that provide online lessons and content designed to supplement the instruction provided in the K12 curriculum.

All credentialed staff have an additional "Focused Individualized Teaching" or "FIT" component. The goal of this apportioned time is further aggregated instructional contact with students who require further academic intervention.

Learning supports are also provided through Academic Coaches. During a student's tenure in the Learning Lab, it is the responsibility and obligation of the Academic Coach to provide an environment conducive to learning through proctoring the academic activities of all students.

Response to Intervention

A Response to Intervention (RtI) team will also be fully implemented. The RtI framework consists of three levels or tiers that are fluid and overlapping and subject to change as indicated.

Tier One

- Encompasses all students
- Teacher support and class intervention occur
- Students are successful with limited support

Tier Two

- Students are identified by state assessments, Scantron, i-Ready, daily performance both academic and behavioral
- General Education recommends students to RtI Team if more support is needed than in Tier I.
- Tier 2 instruction is scaffolded to provide additional research-based instruction/strategies beyond the core curriculum. The duration, intensity, and frequency of instruction are increased during this tier based on progress monitoring data.

Tier Three

- May be intensive pull out services
- Tier 3 Instruction involves research-based, intensive, targeted interventions for students with needs that are not adequately addressed in Tiers 1 and 2. For students with the greatest learning challenges, this could require explicit, intensive and specifically designed lessons

Fluidity and flexibility within and between the instructional tiers are critical to students receiving the supports they need. Every student is given an opportunity to meet or exceed proficiency standards by teachers utilizing data in an effective and collaborative decision-making process, which results in differentiating instructional practices for all learners. If a student has not made adequate progress after an appropriate period of time and has been provided with appropriate instruction, a request for an educational evaluation may be initiated.

The RtI process has three purposes

1. To review grade-level behavior and academic data in order to evaluate the effectiveness of core programs.
2. To screen and identify students needing additional academic and/or behavior support.
3. To plan, implement and modify interventions for these students. Depending on each student's "response to intervention," a formal referral for special education evaluation may result.

These RtI processes are monitored by the RtI Coordinator. The Coordinator:

- Collaborates with general education teachers regarding identification
- Coordinates/Chairs initial and ongoing RtI plans
- Collects data from general education teachers on effectiveness
- Develops new plans as necessary
- Communicates with special education staff as needed
- Provides best practice training and RtI implementation to staff
- Maintains Student files
- Attends DOE Trainings/Professional Development
- Communicates with Head Of School

Meeting the needs of our EL, Economically Disadvantaged, 504 and IDEA Students

English Learners

The identification and placement of EL students is facilitated by the following protocols:

- Parents complete the Home Language Survey
- By Day 30 – Placement test given and services in place
- Parent may accept or deny services
- Individualized Learning Plan ("ILP") – created with parent/guardian
- Students are identified 1 – 5 or basic – advanced
- Students identified 1-3 need research/evidence based programming
- Students identified 5 or advanced typically consult with EL program manager

Once a student has been identified as an English Learner, the School will provide the following support:

- The School actively recruits qualified, credentialed teachers who hold a CLAD and/or BCLAD certification or California Commission on Teacher Credentialing ("CCTC") equivalent to ensure that these students receive the support that they require.
- The School employs an EL Program Manager to facilitate the following:

- Identify returning and new English Learners
- Administer Placement assessment
- Send home assessment results and chair/develop ILP's
- Share ILP with general Education staff and specific interventions
- Maintain student files
- Provide "in house" trainings
- Collect data and mail home student progress, alter/adjust programming based on data
- Oversee/Administer Spring Assessment
- Assist with DOE reporting of English Learners
- Attend DOE training/Professional Development
- A Comprehensive Program Designed around California ELD Standards: The School's EL program will include an EL curriculum and intervention schedule for EL learners as indicated by CELDT testing. The comprehensive program will progress monitor all EL students.
- Comprehensive professional development will be provided to the staff that aligns with the California English Language Development Standards Implementation Plan.

English Learner Curriculum

The curriculum leverages Sheltered Instruction Methodology in its approach to lesson instruction. Although all lesson instruction is provided in English, each lesson uses a high number of images, short graphic animation clips as well as an audio pronunciation tool that provides the correct pronunciation of key words in the online school lessons. Teachers will provide scaffolded instruction for EL students with the use of complex texts and intellectually challenging material.

Instruction for EL learners will include online interventions using explicit, systematic, and multi-sensory material along with direct instruction that is focused on collaboration, comprehension and communication.

English Learners would either be working with the subject level teacher or an EL Program Manager and will also receive direct instruction along with their competency based online curriculum dedicated to the specific needs our EL students. The additional online curriculum for EL students includes:

- A research-based approach that breaks the basics of the English language into a step-by-step process.
- Instruction in order to learn to read, write, and communicate.
- Phonics taught in an explicit, systematic, and multi-sensory fashion.
- Layered curriculum activities that promote pronunciation, vocabulary, grammar, and comprehension development based on foundational skills.
- A thorough explanation of the rules and structure of the English language.
- Strategies that empower students dramatically decrease their reading, spelling, and pronunciation errors.

Monitoring and Evaluation of Program Effectiveness

The School evaluates the effectiveness of its education program for ELs by:

- Adhering to School-adopted academic benchmarks by language proficiency level and years in program to determine adequate yearly progress.
- Monitoring teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring student identification and placement.
- Monitoring parental program choice options.
- Monitoring availability of adequate resources.

Reclassification Procedures

The School's reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to:

- 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 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.
- The Student Oral Language Observation Matrix will be used by teachers to measure progress regarding comprehension, fluency, vocabulary, pronunciation, and grammar usage.

Students with 504 Accommodations

The School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the School. Any student, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the School.

A 504 meeting will be assembled by the 504 Coordinator and shall include the parent/guardian, the student (where appropriate), and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations.

The 504 Coordinator's responsibilities include:

- Oversee 504 plans for returning and incoming students

- Coordinate and chair 504 meetings
- Maintain student files
- Train staff on accommodations and strategies
- Attend DOE training/Professional Development
- Monitoring plan effectiveness
- Assist with DOE reporting

A Student Study Team (“SST”) is directed by an Academic Administrator or Dean along with general education teachers. General education teachers:

- Assist with student identification
- Implement 504 accommodations
- Communicate effectiveness with 504 Coordinator
- Attend 504 plans
- Attend best 504 trainings provided by coordinator

The SST team will review the student’s existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the SST team, which will evaluate the nature of the student’s disability and the impact upon the student’s education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The SST team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials including those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student’s aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student’s impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 Coordinator and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the SST team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the SST team.

If the student is found by the SST team to have a disability under Section 504, the 504 coordinator shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free and appropriate public education (“FAPE”). In developing the 504 Plan, the SST team and 504 Coordinator shall consider all relevant

information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the School's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 meeting participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 plan. The Head of School will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the 504 Plan, needed modifications to the plan, and continued eligibility.

Students with 504 accommodations are provided the interventions necessary for their academic success. Possible activities include participation in FIT (*Focused Individualized Teaching*) time along with other students, individualized instruction and assigned interface with prescriptive software that is progress monitored by an RtI Coordinator. Academic Coaches provide support and supervision in the learning labs and insure students remain on task. Additional tools may include individualized "To Do" lists, cooperative learning, and assigned tutoring.

Plan for Students with Disabilities

The School complies with all applicable state and federal laws in serving students with disabilities, including, but not limited to, the Individuals with Disabilities Education Act of 2004 ("IDEA"), Section 504 of the Rehabilitation Act ("Section 504"), and the Americans with Disabilities Act ("ADA").

The School is an independent local educational agency ("LEA") member of the El Dorado County Charter Special Education Local Plan Area ("SELPA") in conformity with Education Code Section 47641(a). (see Supplemental Document 11)

The School shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures and shall utilize appropriate SELPA forms. The School may request related services (e.g. Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. The School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

An annual meeting between the school and the county to review special education policies, procedures, and protocols will ensure that the school and the charter authorizer have an ongoing mutual understanding of the county protocol and will facilitate ongoing compliance.

The School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the School shall be accessible for all students with disabilities.

The School employs a Lead Special Education Teacher. The role of the Lead Special Education Teacher is to:

- Ensure each incoming student's IEP is fully received and implemented
- Collect data to ensure success of student
- Implement any research/evidence based programs as needed
- Coordinate, develop and monitor IEPs
- Work with related service providers
- Maintain student confidential files
- Attend any DOE trainings/Professional Development
- Train school staff on best practices
- Assist with any DOE reporting

In addition, the Special Education team assists in the transition of students to new schools. A full copy of the IEP, progress reports, transition schedules and assessments are maintained at the school site. Original documents are sent to the receiving school upon request. Retained documentation is used to facilitate ongoing discussion with the receiving school and to provide further service via participation in IEP meetings should it be requested.

Services for Students under the IDEA

The following description regarding how special education and related services is provided and funded is included below for the sole purpose of providing a reasonably comprehensive description of the special education program in the charter, and is not binding on the charter authorizer. The specific manner in which special education and related services is provided and funded is set forth in a Memorandum of Understanding ("MOU"), delineating the respective responsibilities of the School and the SELPA. A copy of the MOU is available to the charter authorizer upon request.

Silicon Valley Flex Academy supports a student population of approximately 20% Special Education. A general snapshot our eligibility categories of students includes but is not limited to:

- Specific learning disability
- Other health impairment
- Autism
- Hard of hearing
- Emotional disturbance
- Speech and language impairment

The inclusion program meets the individual accommodations and service minutes of each student. The service minutes may include but is not limited to:

- Push into mainstream
- Pull out for individual
- Small group Specialized Academic Instruction
- Occupational therapy
- Speech and language/including pragmatics and social skills
- Hard of hearing
- Education related mental health services

- Individual Transition Plan Services such as career and college awareness (students 15 and older)

Student engagement throughout the day includes time with the online curriculum, time with credentialed general education teachers, and those services and accommodations indicated on a student's IEP. Students use their time with the special education staff to clarify assignments and receive accommodations including but not limited to:

- Small group setting for testing
- Reduced class work
- Extended time
- Re-take of tests and quizzes
- Executive functioning skills such as time management, organization and work completion

The School's technology can be augmented to accommodate a screen reader and fulfill the accommodations of many of our students.

Student who qualify for special education services interact with the general education population including participation in clubs, activities, student council, advisory and all lunches and breaks.

The School provides special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA. (See Supplemental Attachment 11)

The School follows SELPA policies and procedures, and utilizes SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records.

The School agrees to promptly respond to all SELPA inquiries, to comply with reasonable SELPA directives, and to allow the SELPA access to the School's students, staff, facilities, equipment and records as required or imposed by law.

Staffing

All special education services at the School are delivered by individuals or agencies qualified to provide special education services as required by the California Education Code and the IDEA. School staff participates in SELPA in-service training relating to special education.

The School is responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The School ensures that all special education staff hired or contracted by the School is qualified pursuant to SELPA policies, as well as meet all legal requirements. The School is responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

Notification and Coordination

The School follows SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. The School adopts and implements policies relating to all special education issues and referrals.

Identification and Referral

The School has the responsibility to identify, refer, and work cooperatively in locating students who have or may have exceptional needs that qualify them to receive special education services. The School implements SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the regular education program have been considered and matriculated through the school's SST process and where appropriate, utilized.

The School follows SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

Assessments

The term "assessments" shall have the same meaning as the term "evaluation" in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The School determines what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. The School shall obtain parent/guardian consent to assess School students.

IEP Meetings

The School arranges and notices the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. The School is responsible for having the following individuals in attendance at the IEP meetings: the Head of School and/or a designated representative with appropriate administrative authority as required by the IDEA; the student's special education teacher; the student's general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other School representatives who are knowledgeable about the regular education program at the School and/or about the student. The School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights.

IEP Development

The School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law.

IEP Implementation

The School is responsible for all school site implementation of the IEP. As part of this responsibility, the School shall provide parents with timely reports on the student's progress as provided in the student's IEP at least as frequently as report cards are provided for the School's general education students. The School shall also provide all home-school coordination and information exchange, curriculum, classroom materials, classroom modifications, and assistive technology.

Interim and Initial Placements of New Charter School Students

The School shall comply with Education Code Section 56325 with regard to students transferring into the School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time the School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the School from a district operated program under the same special education local plan area of the School within the same academic year, the School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to the School with an IEP from outside of California during the same academic year, the School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until the School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the School, and develops a new IEP, if appropriate that is consistent with federal and state law.

Non-Public Placements/Non-Public Agencies

The School is solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

Non-discrimination

It is understood and agreed that all students will have access to the School and no student shall be denied admission nor counseled out of the School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, special education services.

Parent/Guardian Concerns and Complaints

The School implements policies for responding to parental concerns or complaints related to special education services. The School shall receive any concerns raised by parents/guardians regarding related services and rights.

The School's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

Due Process Hearings

The School may initiate a due process hearing or request for mediation with respect to a student enrolled in School if it determines such action is legally necessary or advisable. In the event that the parents/guardians file for a due process hearing, or request mediation, the School shall defend the case.

SELPA Representation

The School understands that it shall represent itself at all SELPA meetings.

Funding

The School understands that it is subject to the allocation plan of the SELPA.

Plan for Students who are Academically High Achieving

The School will identify students who are achieving above expected academic levels using the following tools:

- Progress and attendance tools
- Scantron computer adaptive testing
- i-Ready computer adaptive testing
- Any comparable adaptive testing
- Standardized test data

The School will have the following resources to serve students who are academically high achieving:

Challenging, Differentiated Curriculum

The K12 Curriculum allows students to move at a pace that encourages individual students to achieve at their highest potential under the supervision of highly qualified, credentialed teachers and onsite Academic Coaches. Students can also take higher level courses (e.g., honors or Advanced Placement courses, take additional electives, or complete a more in-depth study). These students will also be encouraged to complete the challenge activities that are provided throughout the K12 curriculum. Students also have access to post-secondary coursework offered through local community colleges and online.

Teacher Support

Teachers will support students with guidance so as to maximize student-learning opportunities within the curriculum as well as with supplemental materials such as Study Island. Teachers will provide information on additional resources that are available such as special learning projects or

useful websites. Teachers are available for one-on-one guidance and the structuring of additional challenges.

High Expectations

High academic expectations are reflected in the School's choice of K12 Inc. as its contracted curriculum provider and partner, widely known as providing the finest and most rigorous K-12 grade curriculum available, adoption of the state standards, demanding graduation requirements, thoughtful, challenging and engaging curricula, and effective, student-centered instructional strategies.

Academic Standards

The School adopts the California Content Standards, which includes the Common Core State Standards ("CCSS"), as our curriculum framework for all our students. K12 has documented how their courses are aligned to the California Content Standards including the CCSS. The K12 Product Development group has a direct historical connection to the work of the Core Knowledge Foundation. This longstanding connection has positioned K12 core Math and English Language Arts curriculum to be aligned to the CCSS. K12 is committed to a world-class education for students, and welcomes the CCSS, in addition to the Next Generation Science Standards and the other California Content Standards, as a measure of its success. Curriculum alignments are available upon request.

All of the School's students must participate in our college preparatory program; no non-college bound track exists.

Transferability of the School's Courses

Silicon Valley Flex Academy is accredited by WASC and all of its blended courses taught on site are approved by the University of California/California State University as creditable under the "a-g" admissions criteria. Thus, the School's blended courses taught on site are therefore considered transferable to other public schools and eligible to meet college entrance requirements pursuant to Education Code Section 47605(b)(5)(A)(iii).

The School informs parents/guardians about the school, the transferability of courses to other public high schools, and the eligibility of courses to meet college entrance requirements through a variety of communication channels including, but not limited to, the following:

- Online and in-person parent information sessions held throughout the area during the school year
- Electronic and paper-based school brochures and literature provided to families interested in the School's program offerings
- School website offering information regarding the school program and curriculum
- Parent-Student Handbook distributed to all parents and available in electronic format via the school Web site

Graduation Requirements

All of the School's graduates are expected to meet the School's graduation requirements, although some may take additional time to meet them, and others, such as English Learners and

students with disabilities, may require additional support, accommodations and/or modifications, as discussed above

The School’s current graduation requirements, which are subject to change, are the courses currently listed in the University of California “a-g” admissions course sequence. Students must complete 200 credit hours in order to graduate from Silicon Valley Flex Academy. Students may fulfill course requirements through coursework at the School or at a local community college.

Students with an Individual Education Plan (“IEP”) may, at the designation of the IEP team, pursue a Certificate of Completion in lieu of a high school diploma.

With respect to the School’s online courses, K12 Inc. is an approved University of California online course provider. Students from Silicon Valley Flex Academy have been admitted into the University of California and other prestigious schools nationally.

	9 th Grade	10 th Grade	11 th Grade	12 th Grade
English 40 credits	English 9	English 10	American Literature; AP English Language and Composition	British & World Literature; AP English Literature and Composition
Math 30 credits	Integrated Mathematics I/II	Integrated Mathematics II/III	Integrated Mathematics III; Pre-calculus; Consumer Math	Consumer Math; Pre-calculus; Calculus; AP Calculus AB/BC; AP Statistics
Social Studies 30 credits <i>AP/Honors Courses Available</i>	World History		Modern US History	U.S. Govt & Politics/Econ
Science 30 credits <i>AP/Honors Courses Available</i>	Biology	Chemistry	Physics; Earth Science	
World Language 20 credits <i>AP Courses Available</i>		Spanish I/II French I/II German I/II	Spanish II/III French II/III German II/III	
Fine Arts 10 credits		Fine Arts; Music Appreciation		

	9 th Grade	10 th Grade	11 th Grade	12 th Grade
College Prep Elective 10 credits	Journalism; Anthropology; Psychology; Careers in Criminal Justice; Web Design; Sociology			Journalism; Anthropology; Psychology; Careers in Criminal Justice; Web Design; Sociology
Elective 30 credits	Creative Writing; Computer Science; Intro to Culinary Arts; Intro to Marketing; etc.	Creative Writing; Computer Science; Intro to Culinary Arts; Intro to Marketing; etc.		Creative Writing; Computer Science; Intro to Culinary Arts; Intro to Marketing; etc.

Figure 2. Standard High School Course Matriculation

Student Assessment

California High School Exit Exam (pending full suspension): All graduates of Silicon Valley Flex Academy will pass the California High School Exit Exam (CAHSEE) pursuant to state requirements.

State Standardized Testing: Students will participate in the new California Assessment of Student Performance and Progress (CAASPP) state standardized assessment program in a legally compliant setting.

WASC Accreditation: Silicon Valley Flex Academy is fully WASC Accredited (see Supplemental Document 3 for further documentation).

Curriculum and Learning Management System

The School uses the K12 curriculum and learning management system for delivery of its educational program. The K12 curriculum is a standards- and research-based, content-rich curriculum that meets or exceeds the California state content standards, including the Common Core State Standards.

The rigorous K12 curriculum, subject to updating and revision as necessary, is a combination of:

1. The K12 proprietary middle school and high school curriculum.
2. High school curriculum chosen from select third party providers utilizing an extensive review and rating process.
3. Middlebury Interactive Languages (formerly PowerSpeak) high school and middle school world language courses (French, German, Latin, Chinese and Spanish), among other sources.

All materials and technology are provided to fully enrolled students at no cost to the student or family. Lessons are presented in an engaging mix of print and multimedia to enhance the learning experience and address different learning styles. All learning is self-paced.

Students are instructed by appropriately certificated onsite and virtual teachers who assist students to achieve mastery of learning objectives and provide guidance, instruction, and support to students. Academic Coaches support students via *onsite* classroom sessions, telephone, the Online School, email, and synchronous web-conferencing sessions as needed, which allow for real-time instruction and assessment for individual or small groups of students.

In addition to onsite teacher interaction, tutoring, support, discussions and classes, the School's students from time to time attend live and virtual classroom sessions on Blackboard Collaborate or a comparable web conferencing platform, using chat, an interactive whiteboard, Voice-Over IP (VOIP), and other features to further explore and discuss lesson topics synchronously with teachers and fellow students at the School and globally.

Student achievement gains are continuously measured and reported to students, parents, teachers, administrators, and the Flex Public Schools Board of Trustees throughout the school year.

The diagnostic tests (e.g., i-Ready, Scantron or a comparable alternate) given at the beginning of the year determine students' current level of competence and correct placement in Math and English Language Arts curricula. The Scantron Performance Series computer adaptive testing is aligned to state content standards. The Scantron Performance Series and i-Ready are given again in the spring in order to ensure that all students are achieving one year's growth in one school year as measured by the assessment.

Each semester students receive a mid-term report and an end of semester report card.

Curriculum

The K12 curriculum used by the School is mastery-based, covers all the core and elective area courses offered by the School, and meets the CCSS and California Content Standards in all subject areas. Each course includes online lessons, worksheets, and teacher guides that can be downloaded, as well as traditional materials such as books, CDs, and manipulatives.

If a lesson is not mastered students have the opportunity to retake the lesson until mastery is obtained.

Although the School is a blended school, that is, a site-based school with both face-to-face and online instruction, the School remains committed to the philosophy that students learn best when a variety of teaching methods are employed. Thus, student lessons require both online and offline work. Offline work is spent in extended study, guided practice with teachers and Academic Coaches, and hands-on activities and experiments.

Curriculum Materials

Each student enrolled in the School receives a complete set of K12 curriculum online and offline materials for at least five subjects per semester including, but not limited to, Math, English,

History, Science, World Language, and Art, Music or Technology electives. Curriculum materials include either a semester or a year’s worth of online lessons via the Online School as well as offline materials. Examples of offline materials include textbooks, workbooks, math manipulatives, science lab materials and musical instruments.

Technology Services

The School provides the following three levels of technology support for students:

Level 1: Teachers provide basic technical support and troubleshooting for both the computer systems and software. In addition, teachers are responsible for providing additional technical training to students throughout the school year as needed.

Level 2: K12 Technology Support Desk provides technical support for K12 curriculum materials, the Online School and more advanced technical support for desktop, ISP and software issues.

Level 3: Onsite administrators may provide additional hands-on assistance.

State Priorities

Pursuant to Education Code Section 47605(b)(5)(A)(ii), following is a table describing the SF Flex’s annual goals to be achieved in the state priorities school wide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals.

Local Control Accountability Plan (“LCAP”)

The School will produce a Local Control Accountability Plan (“LCAP”) using the LCAP template adopted by the State Board of Education. Pursuant to Education Code Section 47606.5, on or before July 1, 2015, and each year thereafter, the School shall update the LCAP, including the goals and annual actions identified below. The Charter School shall submit the LCAP to its authorizer and the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter, and shall be maintained by the School at the school site.

Because each state priority has multiple parts, in order to align with the goals and annual actions to these multiple parts of each state priority, the School has separated out the state priorities into “subpriorities.”

<u>STATE PRIORITY #1— BASIC SERVICES</u>	
<i>The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))</i>	
SUBPRIORITY A – TEACHERS	
Goal to Achieve Subpriority	<ul style="list-style-type: none"> • Teaching staff must be fully credentialed in the subject area. • Teaching schedule must align with credentials.

	<ul style="list-style-type: none"> Staff professional development must include the instruction of EL students based on California standards for EL education. Monitoring teacher competencies through observation and coaching delivers fidelity to best practices and is directly correlated to improved student performance.
Actions to Achieve Goal	<ul style="list-style-type: none"> Vigilant review of credentials for all applicants Successful audit by the SCCOE
SUBPRIORITY B – INSTRUCTIONAL MATERIALS	
Goal to Achieve Subpriority	Use Data Driven Instruction with standards based benchmark assessments to identify the individual needs of all students.
Actions to Achieve Goal	<ul style="list-style-type: none"> Benchmark assessments are used to provide data and drive decisions that augment and adjust instructions based on individual student needs. All students and subgroups therein have access to the individualized curriculum and processes.
SUBPRIORITY C – FACILITIES	
Goal to Achieve Subpriority	Maintain the condition and usability of the current campus. Monitor the appropriate use of the facility to facilitate the academic environment.
Actions to Achieve Goal	The Operations Manager oversees the structural integrity of the facility and meets all appropriate custodial duties associated with maintaining a clean, safe and accessible site.
STATE PRIORITY #2— IMPLEMENTATION OF COMMON CORE STATE STANDARDS <i>Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency</i>	
SUBPRIORITY A – CCSS IMPLEMENTATION	
Goal to Achieve Subpriority	The K12 curriculum used by the School is mastery-based, covers all the core and elective area courses offered by the school, and meets the CCSS. California Content Standards are met in all subject areas.
Actions to Achieve Goal	<ul style="list-style-type: none"> Both online and face-to-face instruction is based on the California Content Standards and CCSS. Professional Development has focused on the implementation of the CCSS as well as the Next Generation Science standards.
SUBPRIORITY B – EL STUDENTS & ACADEMIC CONTENT KNOWLEDGE	
Goal to Achieve Subpriority	EL students will be provided support for course work and interventions facilitated by a BCLAD certified EL Program Manager.
Actions to Achieve Goal	<ul style="list-style-type: none"> Identify research based Academic Content Knowledge assessment for EL students. Develop an assessment schedule and plan for instruction. Provide teachers and leaders professional development to consistently and effectively implement instruction to improve Academic Content Knowledge.
SUBPRIORITY C – EL STUDENTS & ENGLISH LANGUAGE PROFICIENCY	
Goal to Achieve Subpriority	Improve the reclassification rate of Silicon Valley Flex Academy EL Students to fluent English speakers.

<p>Actions to Achieve Goal</p>	<ul style="list-style-type: none"> • Creation of a an EL Program Manager position dedicated to the EL population and their families. • EL Program Manager will monitor student progress and adjust interventions using EL specific intervention programs and benchmark assessments. • Teachers receive PD dedicated to the implementation of California EL standards.
<p>STATE PRIORITY #3— PARENTAL INVOLVEMENT <i>Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation</i></p>	
<p>SUBPRIORITY A – ACHIEVING/MAINTAINING PARENTAL INVOLVEMENT</p>	
<p>Goal to Achieve Subpriority</p>	<p>Develop School Community Connectedness Organization (“SCCO”) to bring together the collective voices of the school and enhance the academic and social environments of Silicon Valley Flex Academy.</p>
<p>Actions to Achieve Goal</p>	<p>The School leadership team facilitates the development and implementation of the SCCO membership. This includes teachers, students and parents from a variety of subgroups.</p>
<p>SUBPRIORITY B – PROMOTING PARENT PARTICIPATION</p>	
<p>Goal to Achieve Subpriority</p>	<ul style="list-style-type: none"> • Increase the frequency of communication with families through the school web site, social media, email, text messages and other forms of communication. • Develop school activities which promote student participation and generate parent participation.
<p>Actions to Achieve Goal</p>	<ul style="list-style-type: none"> • Improve frequency of deliverables to weekly updates and establish monthly newsletters from the Head of School along with newsletters delivered by the Parent Teacher Organization (“PTO”). • Establish a variety of clubs and organization to meet the variety of student interests and gaining more parental participation as they support student activities. • Use surveys to ascertain the effectiveness of SCCO and the increased communication efforts.
<p>STATE PRIORITY #4— STUDENT ACHIEVEMENT <i>Pupil achievement, as measured by all of the following, as applicable:</i></p> <ol style="list-style-type: none"> <i>California Assessment of Student Performance and Progress (CAASPP) statewide assessment</i> <i>The Academic Performance Index (API)</i> <i>Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education</i> <i>Percentage of ELs who make progress toward English language proficiency as measured by the California English Language Development Test (CELDT) and/or English Language Proficiency Assessment for California (ELPAC)</i> <i>EL reclassification rate</i> <i>Percentage of pupils who have passed an AP exam with a score of 3 or higher</i> <i>Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent</i> 	

<i>assessment of college preparedness</i>	
SUBPRIORITY A – CAASPP: ELA/LITERACY AND MATHEMATICS	
Goal to Achieve Subpriority	Use of benchmark systems to aggregate student data and develop individualized programs that translate to improved CASSPP results.
Actions to Achieve Goal	<ul style="list-style-type: none"> • Develop a system to successfully implement Smarter Balanced and other CAASPP related assessments. • Implement interim assessments aligned to Smarter Balanced. • Track outcomes for all pupils and for EL, low income and foster youth. • Implement programs or professional development of staff that increases the performance of all pupils. • Implement programs or professional development of staff that increases the performance of specific sub groups including EL students, low income students, and foster youth. • Implement programs or professional development of staff that increases the performance of pupils who are below grade level in Mathematics and Reading.
SUBPRIORITY B – API	
Goal to Achieve Subpriority	<p>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:</p> <ul style="list-style-type: none"> • The most recent API calculation • An average of the three most recent annual API calculations • Alternative measures that show increases in pupil academic achievement for all groups of pupils school wide and among significant groups.
Actions to Achieve Goal	<ul style="list-style-type: none"> • Silicon Valley Flex Academy will improve pupil achievement as measured by locally implemented benchmark testing and state level assessments as measures become available. • Continued implementation of RtI and School Study Team to recognize and develop academic plans to improve overall student performance.
SUBPRIORITY C – UC/CSU COURSE REQUIREMENTS (OR CTE)	
Goal to Achieve Subpriority	<ul style="list-style-type: none"> • Increase the number of students who complete UC, A-G requirements. • Increase the number of CTE programs offered.
Actions to Achieve Goal	<ul style="list-style-type: none"> • Implementation of Individual Graduation Plans to monitor student matriculation. • Addition of CTE programs of study (Business, Technology, Academic) • Maintain UC approved courses that easily transfer to post-secondary institutions.
SUBPRIORITY D – EL PROFICIENCY RATES	
Goal to Achieve Subpriority	Develop a comprehensive EL program

Actions to Achieve Goal	<ul style="list-style-type: none"> • Implement tools to consistently measure EL students' academic growth. • Develop a comprehensive EL program that includes a dedicated curriculum and intervention process according to California ELD standards.
SUBPRIORITY E – EL RECLASSIFICATION RATES	
Goal to Achieve Subpriority	Increase the number of students who are designated Reclassified English Language Learners measured by the CELDT or other approved statewide assessments for EL. The proficiency growth targets set by the state are 1.2% increase for students participating greater than five years.
Actions to Achieve Goal	<ul style="list-style-type: none"> • Secure licenses for EL specific intervention and instruction based on ELD standards. • Provide professional development for staff through in-service and existing Professional Learning Communities. Topics of study will include: <ul style="list-style-type: none"> ○ The CA ELD Standards ○ Scaffolding instruction for EL students ○ The use of complex texts and intellectually challenging material
SUBPRIORITY F – AP EXAM PASSAGE RATE	
Goal to Achieve Subpriority	Improve the number of AP students scoring 3 or above on AP Exams according the AP Results via AP website
Actions to Achieve Goal	<ul style="list-style-type: none"> • Monitor progress of AP students through scheduled Data Driven Instructional sessions. • Increase the number of faculty delivering AP courses on site
SUBPRIORITY G – COLLEGE PREPAREDNESS/EAP	
Goal to Achieve Subpriority	Improve the number of 11 th grade students achieving level 4 readiness using CASSPP assessments in ELA and Math
Actions to Achieve Goal	<ul style="list-style-type: none"> • Implement Individual Graduation Plans and adjust matriculation as indicated by performance on 11th grade CASSPP results. • Develop Early College and Career Pathways through Individual Graduation Plans • Increase access to post-secondary coursework while still in high school.
STATE PRIORITY #5— STUDENT ENGAGEMENT	
<i>Pupil engagement, as measured by all of the following, as applicable:</i>	
<ul style="list-style-type: none"> A. School attendance rates B. Chronic absenteeism rates C. Middle school dropout rates (EC §52052.1(a)(3)) D. High school dropout rates E. High school graduation rates 	
SUBPRIORITY A – STUDENT ATTENDANCE RATES	
Goal to Achieve Subpriority	Improve attendance rates from current 92% as measured by School Pathways SIS
Actions to Achieve Goal	<p>Improve protocols and procedures for monitoring attendance:</p> <ul style="list-style-type: none"> • Improved early detection of absences

	<ul style="list-style-type: none"> Improved communication with potential enrollees at Silicon Valley Flex Academy in regards to attendance expectations All communication translated and vetted for EL families
SUBPRIORITY B – STUDENT ABSENTEEISM RATES	
Goal to Achieve Subpriority	Decrease truancy rates from current 11% as measured by School Pathways SIS
Actions to Achieve Goal	<ul style="list-style-type: none"> Improved follow-up with truant students Improved relationship with local Child Protective Services All communication translated and vetted for EL families
SUBPRIORITY C – MIDDLE SCHOOL DROPOUT RATES	
Goal to Achieve Subpriority	Continue to use Data Driven Instruction to monitor academic progress of those students identified as at risk for dropping out.
Actions to Achieve Goal	<ul style="list-style-type: none"> Continued implementation of advisory sessions that allow for meaningful relationships with members of the school community. Access to counselor and other resources that address the needs of the whole student. Continued implementation of activities and organization that foster connections with students and their future.
SUBPRIORITY D – HIGH SCHOOL DROPOUT RATES	
Goal to Achieve Subpriority	Reduce high school dropout rate to 10% or less.
Actions to Achieve Goal	<ul style="list-style-type: none"> Continue to implement Data Driven Process and RtI to quickly address academic challenges. Provide credit recovery options. Monitor progress of the Individual Graduation Plan to ensure correct matriculation. Provide career education and counseling.
SUBPRIORITY E – HIGH SCHOOL GRADUATION RATES	
Goal to Achieve Subpriority	Improve Cohort Graduation rates to 86%
Actions to Achieve Goal	<p>Implement Individual Graduation Plans outlining a Career Area of Concentration as indicated by the 16 recognized career clusters.</p> <ul style="list-style-type: none"> Students participate in Career Readiness in grade 8 Students choose an offered Career Area of Concentration Student Individual Graduation Plan template outlines the course of study from grade 9 through 12 Students choose <u>Career Technical Education</u> path, four year <u>Academic Pathway</u> or both Parents participate in the review of the Individual Graduation Plan. All communication translated and vetted for EL families Students visit college career fair
STATE PRIORITY #6— SCHOOL CLIMATE	
<i>School climate, as measured by all of the following, as applicable:</i>	
<i>A. Pupil suspension rates</i>	

<p><i>B. Pupil expulsion rates</i></p> <p><i>C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness</i></p>	
SUBPRIORITY A – PUPIL SUSPENSION RATES	
Goal to Achieve Subpriority	Suspension rates will decrease by 5% as measured using the School Pathway SIS system and CDE,DataQuest
Actions to Achieve Goal	<p>Implement a system of Restorative Justice</p> <ul style="list-style-type: none"> Restorative Justice (RJ) requires that schools work to restore those who have been injured. Those students directly involved and affected by the discipline issue should have the opportunity to participate fully in the response if they wish. The School’s role is to preserve a just system and for the School culture to build and maintain a just peace.
SUBPRIORITY B – PUPIL EXPULSION RATES	
Goal to Achieve Subpriority	Maintain 0% Expulsion Rate
Actions to Achieve Goal	<p>Fully implement four core values of Restorative Justice</p> <ul style="list-style-type: none"> <u>Encounter</u>: Create opportunities for discipline offenders and victims to meet and discuss the infraction. <u>Amends</u>: Expect the discipline offender to take steps to repair the harm they have caused. <u>Reintegration</u>: Restore the offender and victim back into the school culture. <u>Inclusion</u>: Provide opportunities for those with a stake in the offense to participate in its resolution.
SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES (SURVEYS)	
Goal to Achieve Subpriority	95% of respondents will indicate that they feel safe on the Silicon Valley Flex Academy campus as demonstrated by survey sent to parents, students and staff.
Actions to Achieve Goal	<ul style="list-style-type: none"> Implement tools and surveys that identify the effectiveness of disciplinary procedures as well as school culture development. Provide delivery of these surveys twice a year to develop responsive action plans.
<p><u>STATE PRIORITY #7— COURSE ACCESS</u></p> <p><i>The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs. “Broad course of study” includes the following, as applicable:</i></p> <p><i>Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)</i></p> <p><i>Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C.</i></p>	

§51220(a)-(i))	
Goal to Achieve Subpriority	<ul style="list-style-type: none"> • Provide a college and career preparatory program committed to courses that present the most options for student’s post-secondary goals. • Continue to provide high school level courses that are UC approved – UC approved fine arts credit is provided via concurrent enrollment with a post-secondary site. • Increase the number of career and technical education programs offered at the School. • 100% of Middle School and High School courses meet a broad level course of study for all students including unduplicated students.
Actions to Achieve Goal	<p>Identify needed services to unduplicated students by aggregating locally adopted benchmark testing, and ongoing academic performance and identify students not thriving in the individual broad course of study.</p> <ul style="list-style-type: none"> • Tier 1 : Placement in appropriate instructional group and additional instruction and tutoring • Tier 2 : Placement in prescriptive intervention programs and progress monitoring • Tier 3: Placement in prescriptive intervention programs, progress monitoring and recommendation to SST for possible 504 or IEP. <p>Continue to add Career Pathways within the 16 recognized career clusters as they become available online and through partnerships with post-secondary institutions.</p>
STATE PRIORITY #8—OTHER STUDENT OUTCOMES	
<i>Pupil outcomes, if available, in the subject areas described above in #7, as applicable.</i>	
SUBPRIORITY A – ENGLISH	
Goal to Achieve Subpriority	Increase pass rates, overall course averages and standardized assessment measures including Smarter Balanced and other CAASPP. 85% of students will demonstrate growth using local benchmark assessments.
Actions to Achieve Goal	<ul style="list-style-type: none"> • Differentiated Instruction through KAGAN Cooperative Learning Models • Data Driven instructional approach • Provide ELA instruction through using ELD standards support to EL learners • Deliver small group instruction for struggling students
SUBPRIORITY B – MATHEMATICS	
Goal to Achieve Subpriority	Increase pass rates, overall course averages and standardized assessment measures including Smarter Balanced and other CAASPP. 85% of students will demonstrate growth using local benchmark assessments.
Actions to Achieve Goal	<ul style="list-style-type: none"> • Implement i-Ready and Study Island intervention programs to reduce skill gaps • Differentiated Instruction through KAGAN Cooperative Learning Models

	<ul style="list-style-type: none"> • Data Driven instructional approach • Provide Math instruction through using ELD Standards to support EL learners • Deliver small group instruction for struggling students
SUBPRIORITY C – SOCIAL SCIENCES	
Goal to Achieve Subpriority	Student academic performance in Social Studies will reflect grade level expectations.
Actions to Achieve Goal	<ul style="list-style-type: none"> • Differentiated Instruction through KAGAN Cooperative Learning Models • Data Driven instructional approach • Deliver small group instruction for struggling students • Incorporate Art Program to parallel curriculum and provide enrichment
SUBPRIORITY D – SCIENCE	
Goal to Achieve Subpriority	Student academic performance in Science will reflect grade level expectations and incorporate Next Generation Science standards.
Actions to Achieve Goal	<ul style="list-style-type: none"> • Differentiated Instruction through KAGAN Cooperative Learning Models • Data Driven instructional approach • Deliver small group instruction for struggling students • Incorporate Project Based Learning using Understanding By Design based on the Next Generation Science Standards
SUBPRIORITY E – VISUAL AND PERFORMING ARTS	
Goal to Achieve Subpriority	Student academic performance Fine Arts will reflect grade level expectations
Actions to Achieve Goal	<ul style="list-style-type: none"> • Students may choose from online Fine Arts, Music Appreciation, Digital Arts and 3D Art Modeling • Facilitation for college level Arts courses and local post-secondary institutions
SUBPRIORITY F – PHYSICAL EDUCATION	
Goal to Achieve Subpriority	Not Applicable
Actions to Achieve Goal	Not Applicable
SUBPRIORITY G – HEALTH (GRADES 1-6 ONLY)	
Goal to Achieve Subpriority	Not applicable
Actions to Achieve Goal	Not applicable
SUBPRIORITY H – FOREIGN LANGUAGES (GRADES 7-12 ONLY)	
Goal to Achieve Subpriority	<ul style="list-style-type: none"> • Student academic performance in Foreign Languages will reflect grade level expectations. • Students will complete two years of the same Foreign Language in order to graduate.

Actions to Achieve Goal	<ul style="list-style-type: none"> • Provide a variety of Foreign Language options including: Chinese, Latin, Spanish, French and German. • Provide opportunities for Middle School students to access Foreign Language courses.
SUBPRIORITY I – APPLIED ARTS (GRADES 7-12 ONLY)	
Goal to Achieve Subpriority	Not Applicable
Actions to Achieve Goal	Not applicable
SUBPRIORITY J – CTE (GRADES 7-12 ONLY)	
Goal to Achieve Subpriority	Provide Career Technical Options to students by expanding access to Career Pathways
Actions to Achieve Goal	<ul style="list-style-type: none"> • Students can choose from a Business Career Pathway, Technical Career Pathway or Academic Pathway. • Use of and Individual Graduation Plan to guide the matriculation of students through courses leading to the completion of an academic pathway.

A Partner for Research and Development

Silicon Valley Flex Academy, Flex Public Schools, and K12 have the interest, capacity and mission to serve as a Research and Development (“R&D”) partner with the charter authorizer and local district, county or other private and public schools. As stated in Education Code Section 47601, the intent of the California Legislature in passing the Charter Schools Act was for charter schools to act as the R&D for districts. Silicon Valley Flex Academy has opened its school site, shared its lessons and challenges, and welcomes collaboration and best practice sharing. Furthermore, the School has the resources and capacity with K12 to support districts and other schools in exploring and implementing the Flex Model of blended learning or variations thereof.

More specifically, a charter authorizer or district could embed a principal or other educator in the School full-time, part-time or for quick study to enable the charter authorizer or district to learn enough to open the same type of school or to adapt the model to meet the specific needs of its students (e.g., perhaps with more of a virtual component for home and hospital bound students, incarcerated youth, or credit recovery).

Forward thinking Superintendents, School Board members, staff and community members can use our School to spur and support innovation for the good of all students. In fact, many Superintendents and educators from around the world have visited Silicon Valley Flex Academy to see its innovative programs since the School first opened.

Professional Development

Key to our growth and success is the continuous acquisition of best practices. Silicon Valley Flex Academy is committed to professional development topics that support the overall vision and mission of school and provides the skill set necessary to venerate the Local Control Accountability Plan.

Date	Topic	Relates To
8/3/2015	Teacher Orientation	Welcome, goals for the year, review of PD schedule for the year
8/4/2015	KAGAN Training	LCAP goal and part of EL professional development
8/5/2015	Restorative Justice Training	LCAP goal and part of discipline policy
8/6/2015	Enrichment and Project Based Learning	PBL and the blended model
8/7/2015	Middle School/HS Platform Training	Improve fidelity in using ENGRADE and D2L
8/10/2015	Special Education Review	Required review of protocols and procedures for students with IEP
8/11/2015	Bureau of Education Research	Implementing CCSS ELA and Math
8/21/2015	Differentiated Instruction and Benchmark Testing	DI techniques and review of benchmark testing schedule and goals
9/4/2015	EL professional development and RtI	LCAP goal using data to assist unduplicated students
9/18/2015	First DDI and breakout change	Re-establish schedule, review protocols and communication
10/2/2015	Special Education/504 Update	Review of SPED protocols and 504 protocols
10/16/2015	DDI and parent conference prep	Re-establish schedule, review protocols and communication
10/30/2015	Rigor and Relevance/SM Prep	What does RR "look like" and Smarter Balanced test preparation plans
11/2/2015	DDI and overview of testing schedule	Begin reviewing testing schedule and best practices
12/18/2015	DDI and end of semester	Re-establish schedule, finalize grades and enter into SIS
1/4/2016	Benchmark Testing and Semester Two Prep	Review schedule and goal of benchmark testing and semester two prep
1/29/2016	Review of Benchmark Testing	DDI based on benchmark testing results
2/12/2016	Professional Development - EL	LCAP Goal : Review of best practices for EL
2/26/2016	DDI and breakout change	Re-establish schedule for breakouts
3/11/2016	Special Education/504 Update	Review of SPED protocols and 504 protocols
3/18/2016	TBD Possible KAGAN for EL Learners	TBD

Date	Topic	Relates To
3/25/2016	DDI and breakout change/prepare for SB	Re-establish schedule for breakouts /Smarter Balanced testing review
4/22/2016	FINAL DDI and breakout change	Re-establish schedule for breakouts and other PD as needed
5/6/2016	Benchmark Testing in May/State testing	Review test schedule for benchmark and CAHSEE testing
5/20/2016	TBD Open for Need based PD	

Figure 3. Professional Development Plan, 2015-16 only. This plan is subject to revision as needed.

III. Measurable Student Outcomes and Other Uses of Data

“The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program.”

- California Education Code Section 47605.6 (b)(5)(B)

“The method by which pupil progress in meeting those pupil outcomes is to be measured.” - California Education Code Section 47605.6 (b)(5)(C)

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(b)(1)

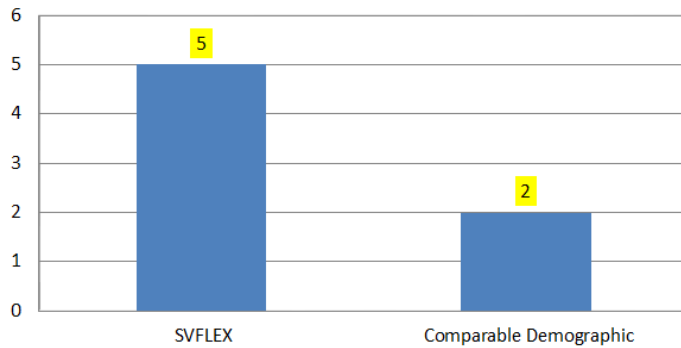
Education Code Section 47607(b) requires that a charter school must meet at least one of the following renewal criteria prior to receiving a charter renewal:

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 Silicon Valley Flex Academy exceeds the statutory criteria required for renewal as set forth in Education Code Section 47607(b):

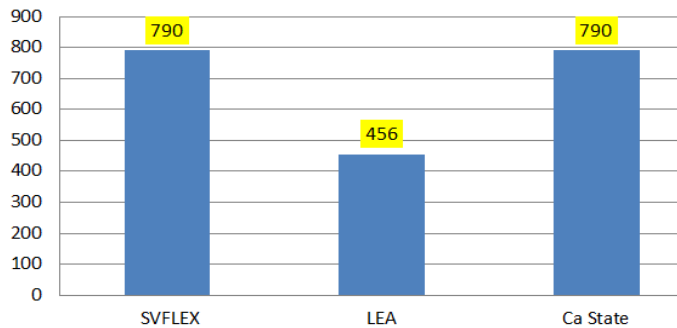
Silicon Valley Flex Academy ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years.

Ranking



(Source: CDE DataQuest, accessed April 16, 2015)

API Three Year Average



(Source: CDE DataQuest, accessed April 16, 2015)

Measurable Objectives for Silicon Valley Flex Academy

MEASURABLE OUTCOMES	SCHOOL INSTRUMENT	STATE YEAR-END ASSESSMENTS
At least 93% of students in attendance	Daily attendance reporting	Calculated ADA rate
Meet or exceed the average achievement for the schools in the same geographic area	CASSP Assessments	API Report as it becomes available
Less than 2% dropouts per year	School Enrollment/Withdraw data	Dropout data as reported via CDE DataQuest
Progress on locally adopted benchmark and CASSP testing. Academic and non-academic goals as referenced below	<ul style="list-style-type: none"> Local Benchmark Results CAHSEE results Aggregated School Data 	<ul style="list-style-type: none"> Year end benchmark testing using locally adopted assessment tools CAHSEE Results Smarter Balanced Results AP/SAT Results

MEASURABLE OUTCOMES	SCHOOL INSTRUMENT	STATE YEAR-END ASSESSMENTS
EL Proficiency Increase the number of students who are designated Reclassified English Language Learners 1.2%	Progress Monitoring CELDT Testing	<ul style="list-style-type: none"> • CASSP testing results • Local Benchmark Testing results • CELDT testing results
Pupil Suspension Rate Decrease suspension rates by 5%	Student Information System through School Pathways	Suspension data as reported via CDE DataQuest
Pupil Expulsion Rate Maintain 0% expulsion rate	Student Information System through School Pathways	Expulsion data as reported via CDE DataQuest
College Readiness 80% of 11th grade students will achieve level 4 test results	Local benchmark assessments	CASSP testing results
Cohort Graduation Rate Will be 86% or higher	Student Information System through School Pathways	Cohort graduation data as reported via CDE DataQuest
AP Testing 60% of students will score 3 or higher on AP tests	Curriculum Progress	AP test results
School Safety and Culture 95% of student and parent respondents will say feel safe on campus.	Locally produced surveys	Survey Results

Academic Goals

Silicon Valley Flex Academy will pursue the following internal Academic Goals, subject to updates by the Staff and Governing Board of the Schools and in line with the mission of the School to create outstanding schools where each student's full potential is developed with engaging, individualized online learning and face-to-face instruction and subject to modification:

- (1) Students will demonstrate mastery of a curriculum that meets or exceeds the California Academic Content standards:
 - In all grades, students will master a curriculum aligned to the California Academic Content and Common Core state standards, attaining the knowledge and skills that California has identified as important in each subject area.
 - Students will demonstrate their proficiency through participation in the Standardized Testing program.

- (2) Students will demonstrate proficiency in English:

- Students will develop and use the conventions of successful composition: spelling, grammar, mechanics, and typing
- Students will develop and use an advanced vocabulary in verbal and written communications.
- Students will grasp meaning, content, tone, and style from a variety of genres (i.e., fiction, poetry, essays, and news articles).
- Students will gain exposure to as well as an appreciation for great works of literature.
- Students will master the skills of the writing process: researching, brainstorming, drafting, revising, editing, and publishing.
- Students will develop and use a variety of writing strategies appropriate for different audiences and purposes—persuasive, narrative, summary, response to literature and research writing

(3) Students will demonstrate proficiency in mathematics:

- Students will understand and apply basic and advanced properties of numbers (ranging from the concept of whole numbers to the theorems of roots and exponents).
- Students will use basic and advanced procedures while performing computations (ranging from adding whole numbers to simplifying radical expressions).
- Students will understand and apply basic and advanced properties of the concept of measurement (ranging from determining length and width to the acceleration of such things as the Space Shuttle).
- Students will understand and apply the basic and advanced properties of algebra, geometry, statistics, and probability.
- Students will apply mathematical skills to solve real-world problems.

(4) Students will develop critical reasoning and higher-order thinking skills:

- Students will be able to analyze, synthesize, evaluate, and apply their knowledge.

Non-Academic Goals

Our primary non-academic goal is to develop those qualities of mind and character that will help our students develop into active, thoughtful, and responsible citizens. Our choice of materials and approach are designed to communicate and build commonly shared values such as honesty, integrity, courage, discipline, compassion, respect for others, and appreciation of the work ethic.

The School will pursue the following Non-Academic Goals, subject to updating from time to time by the Staff and Governing Board of the School:

(1) Students will be responsible for the improvement of their school and local community:

- Students will be encouraged to participate in school activities and events
- Students will exercise a voice in school affairs and will work to improve the educational and social life of their school
- Students will be encouraged to volunteer in their communities on various school-related or civic projects.
- Students will learn about individuals who have contributed their talents and efforts to improve our country and our world.

(2) Students will develop important personal traits such as honesty, courage, loyalty, personal responsibility, perseverance, respect for others, and diligence:

- Students will take responsibility for their actions and will be asked and encouraged to learn from their mistakes using the Restorative Justice model
 - Restorative Justice (RJ) requires that schools work to restore those who have been injured.
 - Those students directly involved and affected by the discipline issue should have the opportunity to participate fully in the response if they wish.
 - The school's role is to preserve a just system and for the school culture to build and maintain a just peace.
- Students will demonstrate an ability to work in teams and will work toward personal, team, and school goals.
- Students will understand and be able to explain the value of our country's vibrant diversity and common civic heritage.
- Students will demonstrate respect for others in school, community, and extracurricular activities and an appreciation of differences among individuals and groups.

(3) Students will develop effective work habits and skills that will prepare them for the demands of school, society, business, government, and civic affairs:

- Students will learn to work effectively with technology and become proficient users of software, e-mail, and the Internet.
- Students will develop an understanding of the dynamics and importance of entrepreneurship.
- Students will learn to collaborate effectively with other students.
- Students will be expected to meet deadlines and make clear and compelling multimedia presentations.

(4) Students will rise to meet high expectations of behavior and performance:

- Students will be expected to give their best effort in their schoolwork and their active participation in school events.
- Students will respect their parents, teachers, and fellow students and abide by the school's guidelines and rules.
- Students will learn to interact maturely with peers and adults.
- Students will conduct themselves with integrity at all times.

(5) Students will learn habits of healthy living:

- Students will attend to their social, emotional, and physical well-being.
- Students will learn to balance school responsibilities (on- and offline) with the other demands of their lives (personal, family, social, athletic, artistic).
- Students will engage in social activities and school events to enrich their academic work with real-world experiences.

Internal Assessments

The staff is trained on how to interpret test data, and will be engaged in critical analysis of the data in order to determine how the School can improve. The data analysis will be tied to professional development on instruction, so that teachers can enhance their ability to understand student performance and modify their instructional designs accordingly. In this way, staff will continuously be challenged to rethink current pedagogical practices to meet the changing needs of students.

In addition to the School outcomes indicated above, the School will use an internal assessment system to help monitor and improve performance. Subject to modification and improvement, this internal assessment system currently includes the following:

Placement Tests

The School will use a variety of internal assessments to identify the correct level of academic support in Mathematics and Language Arts. Primary internal assessments include Scantron for grades 9th through 12th and I-Ready for grades 6th through 8th.

Performance Assessments and Online Support

Students will use an online diagnostic assessment such as Scantron, i-Ready or similar benchmark assessment tools, to assess each student's performance against the state standards for their grade level. Benchmarks test are delivered three times a year with 85% of students showing growth. Teachers will use the results of these formative assessments to develop and customize the students' lesson assignments prior to state standardized testing. In addition, students will have access to resources such as Study Island, a web-based standards mastery tool recommended to increase student achievement, confidence and understanding of the State's academic standards.

Lesson Assessments

In Math, Science, Art, Music, and History, most lessons are followed by a brief assessment. In English, there are assessments after almost every grammar, usage, mechanics, composition and novel lesson. These assessments show whether the student has achieved the objectives for that lesson, or whether a review of some, or all, of the lesson is advisable. If review is advisable, students will work with teachers in FIT groups or one-on-one to review and master content.

Unit and Semester Assessments

In English, Mathematics, science, history, music, and art, the student takes an assessment at the end of a unit. These assessments show whether or not the student has retained key learning objectives for the unit. There are similar semester assessments, with equivalent purposes, in the middle and at the end of a year's worth of content for many subjects. Teachers can use the results of the semester and unit assessments to guide review or additional practice. Units are not mastered until student attains a score of 80% or higher.

The assessment component of the School's online student learning system is powerful in its ability to generate detailed and ongoing data on academic achievement. Data from both on- and off-line assessments are entered into the system, and is compiled to create a steady stream of data about student performance toward mastering specific learning objectives.

Report Cards

Each semester, students will receive a report card from their teacher. Students will receive a mark reflecting their progress toward stated goals for each subject. Both quantitative and qualitative information will be considered in assigning grades and recommending promotion for individual students. Ongoing progress is available to all teachers, parents and students 24/7 through the K12 Learning Management System.

IV. Governance Structure

“The governance structure of the school including, but not limited to, the process to be followed by the school to ensure parental involvement.”
- California Education Code Section 47605(b)(5)(D)

Legal Status

Status as Non-profit or Public School

The School is a directly funded, independent charter school operated by Flex Public Schools, a California nonprofit public benefit corporation. As allowed by law, Flex Public Schools will hold the charter and may contract with K12 or another qualified provider, to provide curriculum and other management and educational services. The Flex Public Schools’ Board of Trustees (“Board” or “Board of Trustees”) holds the ultimate authority for the School’s operations and will be responsible for any potential liability of the School. As an independent entity, Flex Public Schools retains the right to change providers.

Provisions for Liability of Debts

The School operates autonomously from the charter authorizer, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between the charter authorizer and the School. Pursuant to Education Code Section 47604(c), the charter authorizer shall not be liable for the debts and obligations of the School, or for claims arising from the performance of acts, errors, or omissions by the School as long as the charter authorizer has complied with all oversight responsibilities required by law.

The School and Flex Public Schools complies with all applicable federal, state and local laws, including but not limited to, applicable sections of the Ralph M. Brown Act, the Political Reform Act, the Corporations Code and the California Public Records Act.

Board has Bylaws, Policies or Similar Documents

The School retains its own legal counsel when necessary. It purchases and maintains necessary and appropriate levels of general liability and other insurance, and names the charter authorizer as an additional insured.

Attached, as Supplemental Documents 9 and 12, please find the Flex Public Schools Articles of Incorporation, Bylaws, and Conflict of Interest Policy.

Board of Trustees

The School is governed by a Board of Trustees in accordance with its adopted bylaws, which shall be consistent with the terms of this charter. The Board of Trustees has a legal fiduciary responsibility for the well-being of the organization and the School. Members of the Silicon Valley Flex Academy Board are not concurrently board members of the charter granting agency.

Size and Composition of the Board

The Board shall have no less than three and no more than seven trustees. The current Board includes seven trustees, each of whom is listed in the Introduction section of this charter. The

Board is composed of a broad cross-section of professionals with the skills necessary to appropriately oversee the operation of Silicon Valley Flex Academy.

The trustees have, among other qualifications, experience in education, business, technology, law, facilities, leadership development and organizational development.

The following exemplifies the desired traits of the Board of Trustees:

- Clear commitment to the mission and vision of the School and to the welfare of students
- Experience working with a nonprofit organization in some capacity
- A reputation for and record of high integrity
- A successful record of activity in education reform or community building
- Proven leadership abilities
- Some familiarity with educational technology
- Leadership in the community across multiple sectors
- Desire to help the children of California improve their educational prospects and character development
- Professional educational and/or practical experience, including but not limited to legal and financial expertise
- A diversity of backgrounds, interests, and expertise

The method of trustees' election, terms and replacement are all addressed in detail in the bylaws which are included in the in Supplemental Document 9. Trustees hold office for a term of three years and until a successor trustee has been designated and qualified. All trustees shall be designated by the existing Board of Trustees. Vacancies are filled by majority vote of the Board.

Board's Scope of Authority, Responsibility and Conflict of Interest

The Board of Trustees meets regularly and in accordance with the Brown Act. As further outlined in the bylaws, the Board is responsible for the operation and fiscal affairs of the School including, but not limited to, the following:

- Uphold the mission of the School
- Adopt general policies of the School
- Review and approve the annual Local Control Accountability Plan (LCAP)
- Approve and monitor the School's annual budget
- Receipt of funds for the operation of the School in accordance with the applicable laws
- Solicitation and receipt of grants and donations consistent with the mission of the School
- Oversee the sound operation and hiring system of the School
- Approving personnel policies
- Approve and monitoring contractual agreements
- Hire, promote, discipline and dismiss all employees of the School after consideration of a recommendation by the Head of School
- Any other responsibilities provided for in the California Corporations Code, the Articles of Incorporation, Bylaws or this charter necessary to ensure the proper operation of the School

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with this charter or the purposes for which schools are established.

The Board may execute any powers delegated to it by law, shall discharge any duty imposed by law upon it, and may delegate to an employee of the School or other designee any of those duties. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. In addition, the Board maintains prudent purchasing policies and procedures, and a budget approval process. Board approval is required for the annual independent fiscal audit and for any expenditure or contract over \$50,000. Pursuant to the bylaws or Board policy, Board Chair or Board Treasurer approval is required for any expenditure over \$10,000.

The Board has adopted a Conflict of Interest Code that complies with the Political Reform Act, Corporations Code conflict of interest rules, and which shall be updated with any charter school-specific conflicts of interest laws or regulations. As noted above, the Conflict of Interest Code is attached within the Bylaws found in Supplemental Document 9.

Responsibility of Head of School

The Head of School is the leader of the School. The Head of School ensures that the curriculum is implemented in order to maximize student-learning experiences. The Head of School is responsible for the orderly operation of the School and the supervision of all employees in the School.

The Head of School is required to undertake some or all of the tasks detailed below. These tasks may include, but are not limited to, the following:

- Ensure the School achieves its mission
- Supervise and evaluate teachers and staff
- Communicate and report to the Board of Trustees
- Oversee school finances to ensure financial stability
- Participate in and develop professional development workshops as needed
- Serve or appoint a designee to serve on any committees of the School
- Interview and recommend employee hiring, promotion, discipline, and/or dismissal
- Ensure compliance with all applicable state and federal laws and help secure local grants
- Communicate with parents, recruit new families and students, and assure families of academic growth
- Take responsible steps to secure full and regular attendance at school of the students enrolled in accordance with policies established by the Board of Trustees
- Complete and submit required documents as requested or required by the charter and/or Board of Trustees, and/or the charter authorizer
- Identify the staffing needs of the School and offer staff development as needed
- Maintain up-to-date financial records
- Ensure that appropriate evaluation techniques are used for both students and staff

- Establish and maintain a system to handle organizational tasks such as student records, teacher records, teacher credentialing information, contemporaneous attendance logs, purchasing, budgets, and timetables
- Hire qualified substitute teachers as needed
- Ensure the security of the school building
- Promote the School in the community and promote positive public relations and interact effectively with media
- Encourage and support teacher professional development
- Attend charter authorizer administrative meetings, as requested, and stay in direct contact regarding changes, progress, etc.;
- Provide all necessary financial reports as required for proper attendance reporting
- Develop the school annual performance report, the SARC, and the LCAP
- Present the independent fiscal audit to the Board of Trustees and, after review by the Board of Trustees, submit the audit to the County Superintendent of Schools, the State Controller and the California Department of Education
- Manage student discipline, and as necessary participate in the suspension and expulsion process
- Participate in IEP meetings as necessary

The above duties, with the exception of personnel matters, may be delegated or contracted as approved by the Board of Trustees to a business administrator of the School, other appropriate employee, or third party provider.

Process to Ensure Parental Involvement

Parents help us to evaluate the School's program each year through meetings and surveys. Parents also serve as mentors to new families and families that are struggling with technology complications or curriculum problems. Parents are given an opportunity to make their voices heard (both online and offline) about the School and its practices. Direct parental involvement is fundamental to the School's success.

Parents are included in the governance and operation of the School through the active Parent Teacher Association ("PTO"), parent membership on the School Community Connectedness Organization ("SCCO"), and parent members on the Board of Trustees. There are currently two Parent members on the Board of Trustees.

Communications occur with parents through the School's website updates, PTO Newsletters, monthly PTO meetings, parent-teacher conferences, volunteer opportunities, fundraising, and school surveys, among other things. All School parents may be participating members of the PTO.

The PTO serves as a means for parents to support the School and the education of their children, learn more about School activities and needs, and be more involved with the governance and operations of the School by serving as a forum for voicing their concerns and suggestions about both day to day operations and overall policy. Translators are provided when needed. The PTO is

also encouraged to communicate with the parent member(s) of the Board for involvement in broader School policy issues.

The SCCO is much like a school site council that is required for non-charter public schools. The SCCO is comprised of representatives of all School constituencies, including parents, students, teachers and administrators. The SCCO participates in reviewing and proposing school and board policies, soliciting the views of all their respective constituencies including EL and special education students, sharing in efforts to improve the School and engaging the support of the community. The SCCO is a valuable governance advisory body for the Head of School and the leadership team.

The School is committed to working with parents to address parent concerns. Parents are encouraged to share their ideas and concerns with the School throughout the school year, both directly and via the PTO, SCCO and parent member(s) of the Board.

Additional Opportunities for Parent Involvement

There are many other ways for parents to become involved with the School. These include:

- Parents, students and teachers meet regularly to plan and assess the student's learning progress and determine goals.
- School and staff evaluations – parents fill out a survey each year evaluating the strengths and weaknesses they identify with the program to be reviewed by staff and faculty for consideration of ongoing improvement of the School.
- Volunteer opportunities – the School maintains a list of various opportunities for parents to volunteer at School. For example, parents have the opportunity to help in tutoring, classrooms, lead extracurricular activities, assist in event planning, attend field trips and serve on parent committees.
- Fundraising – parents and community members work with the School to raise additional resources to support students and the school program.
- Advocacy – parents and community members communicate the school design and outcomes to the public, educators and policy makers and advocate for necessary policies and resources.

V. Human Resources

“The qualifications to be met by individuals to be employed by the school.”
- California Education Code Section 47605(b)(5)(E)

The School recruits professional, effective and qualified personnel for all administrative, instructional, instructional support, and non-instructional support capacities who believe in the educational philosophy outlined in this charter.

The process for selecting highly qualified staff begins with rigorous qualification standards. Our recruitment methods include advertising at Job Expo and Educational Showcases, Online Job Posting through Ed-Join, Teach For America, California Charter School Association, Universities and Monster Trak, among others.

Silicon Valley Flex Academy requires a teaching credential or other documents equivalent to that which a teacher in other public schools would be required to hold issued by the Commission on Teacher Credentialing. Other than the flexibility offered to charter schools for non-core, non-college preparatory courses, all core classes will be taught by properly credentialed teachers. Silicon Valley Flex Academy certified school counselors hold The Pupil Personnel Services (PPS) Credential authorizing any of the following four specializations: school counseling, school social work, school psychology, and school child welfare and attendance services. Documents are subject to review by the Santa Clara County Office of Education (SCCOE).

Per California Education Code Section 44830.1(a), a school district shall not retain in employment a current certificated employee who has been convicted of a violent or serious felony. Teaching contracts are contingent on the successful completion of background check, live scan and verification of appropriate credentialing.

All staff are required to present the following artifacts at the commencement of their employment

- Form I-9 of the Immigration and Naturalization Service
- Proof of a recent negative TB screen.
- Proof of current CPR certification.

As part of our commitment to our employees and their well-being, Silicon Valley Flex Academy full time employees participate in the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS), whichever applies. Silicon Valley Flex Academy may provide full time employees with the opportunity to participate in various benefit plans. Employees receive pertinent materials upon beginning employment with Silicon Valley Flex Academy.

Acknowledgement of State and Federal Employment Laws

In accordance with Education Code 47605(d), the School shall be nonsectarian in its employment practices and all other operations. The School shall not discriminate against any individual (employee or pupil) on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender expression, gender identity, 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).

All employees shall possess the personal characteristics, knowledge base and/or relevant experiences in the responsibilities and qualifications identified in the posted job descriptions as determined by the School.

Staff is provided with formative and summative evaluations with respect to the specific job that they are performing. A written performance evaluation of each employee is performed at least annually. The evaluation is conducted by a supervisor and is reviewed with the staff member.

Qualification of the School Administration

Qualifications of the School’s administrative team are as follows:

Title	HEAD OF SCHOOL (HOS)
Role	The Head of School has chief responsibility for implementing the School’s education program; attaining the School’s objectives for high student achievement; managing, evaluating, promoting, and releasing school personnel; creating a school culture that is disciplined, orderly, and conducive to learning; and nurturing a strong relationship among the School, the parents, and the community.
Qualifications	<ul style="list-style-type: none"> • Instructional Leadership • Significant experience working writing and managing budgets • Experience managing curriculum, technology, and training/professional development • A record of leadership and sound management • A passion for helping students attain high standards • Strong interpersonal skills and experience in team-building • An understanding of the diversity and unique character of the school • Consistently exceptional professional evaluations and outstanding references from peers, former colleagues, parents, and members of the school community.

Title	ACADEMIC ADMINISTRATOR
Role	Reports to the Head of School and is responsible for the day-to-day academic operations of the school including: teacher evaluation, student achievement, special education and teacher recruiting. The School reserves the right to have the Head of School’s job description include these duties.
Qualifications	<ul style="list-style-type: none"> • A record of leadership and sound management • Commitment and passion for student achievement, parent involvement, and innovation in education • Strong academic credentials, interpersonal skills, and work ethic • Strong positive professional references and evaluations

Title	ACADEMIC COACH
Role	Ensures that students focus on their academic studies while building strong advisory relationships with students. The Academic Coach uses a variety of tools to engage students working in the curriculum and applies various educational support strategies that meet students' individualized needs. Academic Coaches work closely with teachers to monitor the students' academic progress and provide academic support.
Qualifications	<ul style="list-style-type: none"> • Bachelor's degree • Two (2) years of experience working with middle or high school-aged students

Title	OPERATIONS MANAGER
Role	Reports to the Head of School and is responsible for the day-to-day business affairs of the school including bookkeeping; record keeping including the monitoring of teacher credentials; cash collections and disbursements; and vendor contracting. In addition, the Operations Manager is responsible for mandated state reporting. This includes: ADA, CALPADS, SARC, Special Education Reporting and other reports as required.
Qualifications	<ul style="list-style-type: none"> • Formal accounting training • Sincere ethical commitment to education • Strong references • Relevant work experience

Title	TECHNOLOGY SUPPORT
Role	Reports to the Head of School and is responsible for the School's technology systems and the technical training of teachers.
Qualifications	<ul style="list-style-type: none"> • Extensive knowledge of hardware configuration, network administration, Internet-based education programs, school information systems, and community-building tools, and enterprise applications such as Oracle, and eSIS • Experience assisting users with Microsoft Office products on various platforms • Significant experience in a senior level technology position • Professional and customer-oriented attitude in dealing with those new to technology • Experienced technology trainer, policy manger, and technical writer

Title	OFFICE MANAGER
Role	Reports to the Head of School and is responsible for recording attendance; maintaining the lunch database; managing the office; overseeing material purchases; bookkeeping; managing the HOS' and Learning Lab staff schedules and serves as primary contact for Parents.
Qualifications	<ul style="list-style-type: none"> • Strong organizational skills • Strong time management skills

	<ul style="list-style-type: none"> • Ability to work both independently and with a team • Fluency in Spanish is highly desirable • Experience in school front office preferable • Proficient with Microsoft Office • A.A. degree or equivalent work experience
--	---

Teacher Qualification

The School hires both full- and part-time credentialed teachers to meet the demands of student enrollment. All documents are kept on file at the School and are available for view by the chartering authority.

All teachers will meet state credentialing requirements for instruction in charter schools. In particular, the School shall comply with California Education Code Section 47605(1), which states:

Teachers in charter schools shall be required to hold a Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold. These documents shall be maintained on file at the charter school and shall be subject to periodic inspection by chartering authority. It is the intent of the Legislature that charter schools be given flexibility with regard to non-core, non-college preparatory courses.

In addition, teachers of core academic courses shall meet or exceed all applicable “highly qualified requirements” under the Elementary and Secondary Education Act (“ESEA”). As allowed under the ESEA and state law, the School may define “core” courses. The School’s core academic courses for purposes of applicable credentialing requirements are English, Mathematics, science, and history. Accordingly, a teacher of core academic courses must have:

- A bachelor’s degree;
- A Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold (Education Code Section 47605(1)); and
- Demonstrated core academic subject matter competence.

Teacher Role

The School’s teachers are highly qualified and state certified teachers responsible for delivering specific course content in an online environment.

As part of their regular teaching responsibilities teachers are expected to fulfill duties in the following areas:

Planning and Preparation:

- Learn the relevant curriculum for assigned grade levels through training delivered online and through year-long professional development plans along with mentorship programs
- Demonstrate knowledge of the state standards and how both align with our curriculum

- Understand overall diversity of assigned families and individual characteristics of students; specifically, how this impacts support needed
- Utilizes face-to-face, asynchronous and synchronous tools to augment course content according to prescribed policies and procedures

Instruction and Student Achievement:

- Orients students to course and communicates course requirements
- Maintains regular office hours and conducts instructional sessions
- Sets and enforces deadlines for student work
- Responsible for student academic progress and attendance
- Conduct periodic conferences with students and parents/responsible adult
- Individualize instruction to help each student achieve curricular objectives
- Grades student work and maintains grade book
- Communicates high expectations and shows an active interest in student achievement
- Alert administrators to any concerns about student performance and progress
- Recommends promotion and retention

Blended Instructional Model:

- Help manage office, desk, classroom and other instructional spaces
- Establish and maintain a positive rapport with assigned families
- Support students with set-up and maintenance of their teaching environment
- Support students through basic computer troubleshooting

Professional Responsibilities:

- Collaborates with peers
- Build community by contributing to school message boards, newsletter and events
- Complete online training and attend professional development as assigned

Procedure for Adequate Background Checks

Employees and contractors of the School are required to submit to a criminal background check and furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. New employees not possessing a valid California Teaching Credential must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Head of the School shall monitor compliance with this policy and report to the Board of Trustees on a quarterly basis. The Board President or other designee shall monitor the fingerprinting and background clearance of the Head of the School. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

VI. Health and Safety

“The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a record summary as described in Section 44237.”
- California Education Code Section 47605(b)(5)(F)

In order to provide safety for all students and staff, the School implements full health and safety policies and procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts. These health and safety policies are incorporated into the School’s student and staff handbooks and are reviewed on an ongoing basis by the Head of School and Board of Trustees. The School ensures that staff is trained annually on the health and safety policies. A copy of the School’s health and safety policies are available upon request.

The following is a summary of the health and safety policies of the School:

Fingerprinting/Background Checks

Employees and contractors of the School are required to submit to a criminal background check and furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. New employees not possessing a valid California Teaching Credential must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Head of the School shall monitor compliance with this policy and report to the Board of Trustees on a quarterly basis. The Board President or other designee shall monitor the fingerprinting and background clearance of the Head of the School. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Medication in School

The School adheres to Education Code Section 49423 regarding administration of medication in school.

Tuberculosis Testing

Faculty and staff are tested for tuberculosis prior to commencing employment and working with students as required by Education Code Section 49406.

Immunizations

All enrolled students and staff are required to provide records documenting immunizations as required at public schools pursuant to Health and Safety Code Sections 120325-120380, and amended Sections 120325, 120335, 120370, and 120375, and added Section 120338 and repealed Section 120365 of the Health and Safety Code, relating to public health.

Silicon Valley Flex Academy will fully implement Section 120375(b) of the Health and Safety Code, stating that, the governing authority of each school or institution included in Section 120335 shall prohibit from further attendance any pupil admitted conditionally who failed to

obtain the required immunizations within the time limits allowed in the regulations of the department, unless the pupil is exempted under Section 120370, until that pupil has been fully immunized against all of the diseases listed in Section 120335.

Vision, Hearing, and Scoliosis

The School adheres to Education Code Section 49450 *et seq.* as applicable to the grade levels served by the School

Diabetes

The School provides an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet includes, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

Blood borne Pathogens

The School meets state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. The Board of Trustees maintains a written “Exposure Control Plan” designed to protect employees from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (“HIV”) and hepatitis B virus (“HBV”).

Emergency Preparedness

The School adheres to an Emergency Preparedness Handbook drafted specifically to the needs of the school site used by the School. This handbook includes, but is not limited to, the following responses: OSHA policy compliance, fire, flood, earthquake, terrorist threats, hostage situations, an evacuation plan, and general school safety, injury and illness prevention. Staff shall be trained on emergency and appropriate first aid responses.

Whenever exposed to blood or other body fluids through injury or accident, students and staff shall follow the latest medical protocol for disinfecting procedures.

Facility Safety

The School shall comply with California Education Code §81052. by utilizing facilities that are either compliant with the Field Act or the California Building Standards Code. The School tests sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The School conducts fire drills as required under Education Code Section 32001. The School will review reports regarding the structural integrity of the building, and act accordingly.

Drug-, Alcohol-, and Smoke-Free Environment

The School maintains a drug-, alcohol-, and smoke-free environment.

Comprehensive Discrimination and Harassment Policies and Procedures

The School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, gender, gender identity, gender expression, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. The School implements a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the School's discrimination and harassment policies.

VII. Means to Achieve Reflective Racial and Ethnic Balance

“The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.”
- California Education Code Section 47605(b)(5)(G)

The School shall strive, through recruitment and admissions practices, to achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the Santa Clara County Office of Education. Students shall be considered for admission without regard to the characteristics listed in Section 220 (actual or perceived disability, gender, gender expression, gender identity, 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).

The School implements a recruitment plan that includes, but is not necessarily limited to, the following elements or strategies which focus on achieving and maintaining a racial and ethnic balance among students that is reflective of the general population residing within the District.

- An open enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based application process
- The development and distribution of promotional and informational material that reaches out to all of the various racial and ethnic groups represented in the territorial jurisdiction of the District
- Printing and distributing materials in Spanish and other appropriate languages representative of the District
- Outreach activities that include advertising in local papers, local world language publications and ethnic journals and media
- Building close relationships with local school counselors, faith-based organizations, feeder schools, and diverse community organizations

The timeline for enrollment generally follows the timeline of the schools within the District. Relationship building with appropriate organizations take place during the Summer and Fall; enrollment information sessions take place in the Fall and Winter; the public random drawing lottery takes place in the Spring; and the student enrollment process continues all Summer and even past the first day of school, building a waiting list and taking students off the waiting list if openings occur.

The School shall maintain an accurate accounting of the racial and ethnic balance of students enrolled in the School. Such data shall be reviewed by School administration and the Board of Trustees at least annually, whereby modifications to the recruitment and outreach efforts described above may be made.

VIII. Student Admission Policies and Procedures

“Admission requirements, if applicable.”
- California Education Code Section 47605(b)(5)(H)

Non-Discriminatory Admission Procedures

The School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations; shall not charge tuition; and shall not discriminate against any pupil on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender expression, gender identity, 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). Admission to the School shall not be determined by the place of residence of the pupil, or of his or her parent or guardian, within the State, except in the case of a public random drawing.

Open Enrollment and Public Random Drawing

The School shall admit all pupils who wish to attend the School subject only to capacity. Applications will be accepted during a publicly advertised open application period each year for enrollment in the following school year. Following the open application period beginning in the spring each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this occurs, the School will hold a public random drawing to determine enrollment for the impacted grade level, with the exception of existing students who are guaranteed enrollment in the following school year.

Admission preferences in the case of a public random drawing shall be given to students in the following order:

- 1) Siblings of currently enrolled students;
- 2) Residents of the County; and
- 3) Other California residents.

Students qualifying for more than one preference group will be considered part of the highest preference in which they qualify. At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list in the order according to their draw in the public random drawing. This wait list will allow students the option of enrollment in the case of an opening during the school year. In no circumstance will a wait list carry over to the following school year.

The application process is comprised of the completion of a student enrollment application. No test or assessment shall be administered to students prior to acceptance and enrollment into the School.

Following selection for admission pursuant to public random drawing, the registration process includes the following:

- Proof of immunization
- Home Language Survey

- Completion of an Emergency Medical Information Form
- Completion of Free and Reduced Lunch eligibility forms, if applicable

IX. Independent Fiscal Audits

“The manner in which annual, independent, financial audits shall be conducted, in accordance with regulations established by the State Board of Education, and the manner in which audit exceptions and deficiencies shall be resolved.”
- California Education Code Section 47605(B)(5)(I)

The Flex Public Schools Board of Trustees will select an independent financial auditor and oversee audit requirements on an annual basis.

An annual independent audit of the books and records of the School will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of the School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ general 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 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. The audit will verify the accuracy of the School’s financial statements, attendance and enrollment accounting practices and review the School’s internal controls. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

It is anticipated that the annual audit will be completed within four months of the close of the fiscal year. A copy of the auditor’s findings will be forwarded to the charter authorizer, County Superintendent of Schools (if separate from the District), the State Controller, and to the California Department of Education’s Audit Resolution Office by the 15th of December of each year. The Head of School, along with the audit committee, if any, will review any audit exceptions or deficiencies regarding the School and provide recommendations on how to resolve them. The Board will submit a report to the charter authorizer describing how the exceptions and deficiencies, if any, have been or will be resolved along with an anticipated timeline for the same. The Board and its designee will work with the charter authorizer to ensure that all audit exceptions and deficiencies are resolved to the satisfaction of the charter authorizer.

Any disputes regarding the resolution of audit exceptions or deficiencies will be referred to the dispute resolution process specified in this charter or, if applicable, submitted to the Education Audit Appeal Panel (EAAP) in accordance with applicable law. The independent financial audit of the School is a public record to be provided to the public upon request.

X. Suspensions and Expulsion Procedures

“The procedures by which pupils can be suspended or expelled.”

- California Education Code Section 47605(b)(5)(J)

Discipline policies, systems and protocols are co-created with stakeholders. Information regarding school culture are collected through surveys administered to parents and students. Staff participates in developing the discipline levels, consequences and procedures for reporting discipline events.

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 School. In creating this policy, the 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. Prior to suspension, all appropriate and possible alternatives are considered. Parental involvement and the principles of Restorative Justice guide a solution oriented approach to discipline scenarios. Possible alternatives include service hours, extended day, reflection and discussion with involved parties.

The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The 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. Such changes will not be regarded as a material change of the charter. Should any disciplinary activity require the participation of the Santa Clara County Office of Education, thoughtful dialog along with quantitative and qualitative data will be reviewed to promote solution oriented action steps on behalf of the students and families involved.

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 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. 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 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 the school website and by request from the Head of School’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 Act of 2004 (“IDEA”) 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

Subject to further revision and change consistent with applicable laws, the current enumerated offenses are:

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 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 and transmission originated on or off the school site, 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 Head of School 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 Head of School 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 and transmission originated on or off the school site, 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 Head of School 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 Head of School or designee's concurrence.

If it is determined by the Board of Trustees 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.

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

Subject to further revision and change consistent with applicable law, suspensions shall be initiated according to the following current procedures:

1. Conference

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

The conference may be omitted if the Head of School 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 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 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 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 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 consecutive school days per suspension. Upon a recommendation of expulsion by the Head of School or Head of School'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. This determination will be made by the Head of School 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 Flex Public Schools Board of Trustees or its designee such as the Head of School following a hearing before it or its designee, or by the Board upon the recommendation of an Administrative Panel to be assigned by the Board or designee as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the pupil or a Board member. 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 school days after the Head of School 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 or Board designee such as the Head of School 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 three days prior to the hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten 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 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 School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student 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 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 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 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 person 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 School must present evidence that the witness' presence is both desired by the witness and will be helpful to the School. The

person 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 and must be balanced with providing a safe learning environment. 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, Board designee 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 Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The decision of the 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 Head of School or designee, following a decision of the Board or Board designee to expel, shall send written notice of the decision to expel, including the Board's 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 School.

The Head of School 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 School shall maintain records of all student suspensions and expulsions at the 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 School as the Flex Public Schools Board of Trustees' or a Board designee's decision to expel shall be final.

L. Expelled Pupils/Alternative Education

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 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 School shall be given a rehabilitation plan upon expulsion as developed by the 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 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 Board following a meeting with the

Head of School or designee and the pupil and 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 Head of School or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon the 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 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 who the School or SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten 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 student's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment or functional analysis, 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 school days of a recommendation for expulsion or any decision to change the placement of a student with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/SST team shall review all relevant information in the student's file, including the student'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 student'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 School, the parent, and relevant members of the IEP/SST team determine that either of the above is applicable for the student, the conduct shall be determined to be a manifestation of the student's disability.

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

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

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

If the School, the parent, and relevant members of the IEP/504/SST 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 School may apply the relevant disciplinary procedures to students 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 School believes that maintaining the current placement of the student is substantially likely to result in injury to the student 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 School, the student shall remain in the interim alternative educational setting in order to maintain a safe learning environment pending the decision of the hearing officer or until the expiration of the forty-five day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the School agree otherwise.

5. Special Circumstances

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

The Head of School or designee may remove a student to an interim alternative educational setting for not more than forty-five 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/SST 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 IDEA and who has violated the School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the School had knowledge that the student was disabled before the behavior occurred.

The 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 School supervisory or administrative personnel, or to one of the student's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of their child.
- c. The student's teacher, or other School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the student, directly to the Director of Special Education or to other School supervisory personnel.

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

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

XI. Employee Retirement Benefits

“The manner by which staff members of the charter schools will be covered by the State Teachers’ Retirement System, the Public Employees’ Retirement System, or federal social security.”

- California Education Code Section 47605(b)(5)(K)

Full-time certificated teachers participate in the State Teachers’ Retirement System (“STRS”), and full-time classified staff may participate in a 403(b) program or other similar retirement program pursuant to employment policies approved by the Flex Public Schools’ Board of Trustees, such programs being provided at the complete discretion of the Board. All part-time staff participates in the federal social security system, as required.

XII. Public School Attendance Alternatives

“The public school attendance alternatives for pupils residing within the school district that chooses not to attend charter schools.”

- California Education Code Section 47605(b)(5)(L)

No student may be required to attend Silicon Valley Flex Academy. Students who reside in the District and who opt not to attend the School may attend schools within the District according to District policy or at another school district or school within the District through the District’s intra- and inter-district transfer policies.

Parents and guardians of each student enrolled in the School are informed that the student has no right to admission in a particular school of any local education agency as a consequence of enrollment in the School, except to the extent that such a right is extended by the local education agency.

XIII. Employee Rights

“A description of the rights of any employee of the district upon leaving the employment of the school district to be employed by the charter school, and of any rights of return to the school district after employment of the charter school.”

- California Education Code Section 47605(b)(5)(M)

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

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

Information regarding salary, payment, benefits and work schedules are presented to all employees annually for review. See Attachment 7

XIV. Dispute Resolution

“The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to the provisions of the charter.”
- California Education Code Section 47605(b)(5)(N)

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 charter authorizer; and (3) ensure a fair and timely resolution to disputes.

Public Comments

All parties are encouraged to refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process as described herein, unless otherwise required by law.

Disputes Between the School and the Charter Authorizer

The School proposes the following dispute resolution procedure in the case of a dispute, but understands that it cannot legally bind the charter authorizer to a procedure to which the charter authorizer does not agree.

In the event of a dispute between the School and charter authorizer related to the provisions of the charter, School staff and the Board of Trustees, and the charter authorizer, agree to first frame the issue in written format (“dispute statement”) and refer the issue to the designee of the charter authorizer and the Silicon Valley Flex Academy Academy Head of School (“Head of School”).

In the event the charter authorizer believes that the dispute relates to an issue that could lead to revocation of the charter under Education Code Section 47607, the School requests that this be specifically noted in the written dispute statement, but the School is aware that the charter authorizer is not legally bound 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 charter authorizer’s ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Head of School and the charter authorizer’s designee shall informally meet and confer in a timely fashion (not later than ten school days from receipt of the dispute statement) to attempt to resolve the dispute.

In the event that this informal meeting fails to resolve the dispute, both parties shall identify two members from their respective Boards who shall jointly meet with the charter authorizer’s designee and the Head of School and attempt to resolve the dispute. The joint meeting shall be held within fifteen school days from the informal meeting.

If this joint meeting fails to resolve the dispute, the charter authorizer’s designee and Head of School shall jointly identify a neutral, third party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. Mediation shall occur before a mutually

agreeable mediator who is skilled in the interest-based approach to mediating disputes in the public school setting. The format of the mediation session shall be developed jointly by the charter authorizer's designee and the Head of School. Mediation shall be held within thirty (30) school days of the joint meeting. All dates within this section can be amended by written mutual agreement or necessity due to mediator scheduling.

The School represents that it is committed to working with the charter authorizer and its designees in a spirit of cooperation, and the School agrees that matters unable to be resolved may be referred to a mutually agreed upon legally licensed mediator at standard cost and that any costs and fees other than attorney's fees associated with the mediation shall be shared equally by the parties.

If mediation fails, either party will have been deemed to have exhausted the administrative remedies within this charter and may pursue any other remedy available under the law. All timelines and procedures described herein may be revised upon mutual written agreement of the charter authorizer and the School.

If the School's charter authorizer is the Santa Clara County Office of Education ("SCCOE")

- The dispute resolution procedures described above may be amended to include any specific provisions the SCCOE determines necessary and appropriate in recognition of the fact that the SCCOE is not a local educational agency ("LEA").
- The School recognizes that, because it is not an LEA, the SCCOE may choose to resolve a dispute directly instead of pursuing the dispute resolution process specified herein, provided that if the SCCOE intends to resolve a dispute directly instead of pursuing the dispute resolution process specified in the charter, it must first hold a public hearing to consider arguments for and against the direct resolution of the dispute instead of pursuing the dispute resolution process specified in the charter.
- The School recognizes that if the substance of a dispute is a matter that could result in the taking of appropriate action, including, but not limited to, revocation of the charter in accordance with Education Code section 47604.5, the matter will be addressed at the SCCOE discretion in accordance with that provision of law and any regulations pertaining thereto.

Uniform Complaint Procedure

The School is responsible for establishing and maintaining a Uniform Complaint Procedure which is distributed to parents/guardians at the time of student enrollment. The charter authorizer will refer all complaints it receives back to the School for investigation and processing in accordance with Board-adopted policies, and may request additional information from the School regarding complaints that allege matters that may constitute possible grounds for charter revocation.

XV. Labor Relations

“A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act (Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code).”

- California Education Code Section 47605(b)(5)(0)

Employee Representation

Flex Public Schools shall be deemed the exclusive public school employer of the employees of the School for the purposes of EERA. Flex Public Schools shall comply with the EERA.

Silicon Valley Flex Academy does not include provisions for any role in collective bargaining.

Persons employed by the School shall not be considered employees of the charter authorizer for any purposes whatsoever. Flex Public Schools maintains full responsibility and liability for hiring and retention purposes for all employees of the School. Employees of any third party vendors or service providers are neither employees of the School nor the charter authorizer.

XVI. Closure Protocol

“A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.”

- California Education Code Section 47605(b)(5)(P)

Process to be used if School Closes

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

The Board will promptly notify parents and students of the School, the District/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 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.

Final Audit, Plans for Disposition of Assets and Liabilities, and Transfer of Public Records

As applicable, the School will provide parents, students and the charter authorizer 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 charter authorizer to store original records of the School’s students. All student records of the School shall be transferred to the charter authorizer upon School closure. If the charter authorizer will not or cannot store the records, the School shall work with the charter authorizer 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 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 Flex Public Schools and, upon the dissolution of the non-profit public benefit corporation, shall be distributed in accordance with the Articles of Incorporation. Any assets acquired from the district or charter authorizer will be promptly returned upon School closure to the district or authorizer, as applicable. 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.

As specified by the Budget in Supplemental Document 8, the School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

Miscellaneous Charter Provisions

Budgets and Financial Reporting

“The petitioner or petitioners shall also be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation.”

- California Education Code Section 47605(g)

The following materials are included in Supplemental Documents 8:

- A projected budget for three years
- Cash flow and financial projections for the next three years of operation
- A narrative describing the above

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

The School shall provide reports as required by Education Code Section 47604.33 as follows, and shall provide additional fiscal reports as requested by the charter authorizer:

- By July 1, a preliminary budget for the current fiscal year.
- By July 1, an annual update (LCAP) required pursuant to Education Code Section 47606.5.
- 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 School’s annual, independent financial audit report for the preceding fiscal year shall be delivered to the charter authorizer, State Controller, State Department of Education and County Superintendent of Schools.
- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
- By September 15, a final unaudited report for the full prior year. The report submitted to the charter authorizer shall include an annual statement of all the School’s receipts and expenditures for the preceding fiscal year.
- All attendance reports: 20 day, P-1, P-2 and annual.

Insurance

The School purchases and maintains general liability, workers compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. The charter authorizer shall be named as an additional insured on all policies of the School. Copies of certificates of insurance shall be provided to the authorizer upon request.

Administrative Services

“The manner in which administrative services of the school are to be provided.”

- California Education Code Section 47605(g)

The School does not anticipate purchasing any administrative services from the charter authorizer, but we will fairly evaluate any offer of services from the charter authorizer against any other offers for similar services from third party providers.

The School contracts with K12 Inc. or a similar provider for some or all of the following administrative and educational services which may be required for the School, and which include, but are not limited to, the following:

- School Administration (e.g. Head of School, Academic Administrator, etc.)
- Providing and monitoring the student management system used to keep student's daily, periodic, and annual academic results
- Curriculum
- Curriculum Materials
- Placement, lesson, unit, and semester assessments
- Provide support on academic data analysis as needed
- Accounting and payroll management
- Federal and state grant writing and reporting
- Human Resources (benefits, etc.)
- Develop best practices for school safety and other school procedures
- Teacher Recruitment
- Student support services
- Handling all compliance, including required legal and financial filings
- Handling charter submission and renewal
- Researching, locating, arranging financing, possibly leasing, and preparing a suitable facility (the "Facility") for the operation of the school
- Researching, providing or preparing for any future expansion of the Facility to accommodate the growth
- Providing professional development training for certain employees of school
- Preparing and supervising the annual budget
- Marketing for student enrollment
- Supervising the parent coordinator and parent involvement
- Public Relations
- Technology support

Any services to be provided by K12 Inc. are on a fee-for-service basis, and the contract is fully revocable by the Flex Public Schools Board of Trustees. A copy of the current contract with K12 Inc. is available upon request.

Facilities

"The facilities to be utilized by the school. The description of the facilities to be used by the charter school shall specify where the school intends to locate."
- California Education Code Section 47605(g)

The School is currently located in Morgan Hill, 610 Jarvis Drive. The facility consists of approximately 11 classrooms, specialized classroom space for counseling, speech services and other small group activities, administrative offices and a cafeteria.

The School's current facilities include enough space to accommodate all of the current and future students to be enrolled, and to provide the educational program as described in this charter. The School desires to continue the agreement with as described above for the renewal charter term.

Term of the Charter

The term of this renewal charter shall commence on July 1, 2016 and shall end on June 30, 2021.

Potential Civil Liability Effects

"Potential civil liability effects, if any, upon the school and upon the District."
- California Education Code Section 47605(g)

The School is operated by Flex Public Schools, 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 a nonprofit 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 School shall work cooperatively to assist the charter authorizer in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other requested protocol to ensure the charter authorizer shall not be liable for the operation of the School.

Further, the School and the charter authorizer shall enter into a memorandum of understanding which shall provide for indemnification of the charter authorizer for the actions of the School under this charter. The corporate bylaws of Flex Public Schools provides for indemnification of the Board, officers, agents, and employees, and the School will maintains general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts are determined by recommendation of the authorizer and the School's insurance company for schools of similar size, location, and type of program. The charter authorizer shall be named an additional insured on the general liability insurance of the School.

The Flex Public Schools Board and School staff will institute appropriate risk management practices, including screening of employees, establishing codes of conduct for students, staff, and participating families, and procedures governing financial transactions and dispute resolution.

By approving the renewal of this charter, the charter authorizer will be fulfilling the intent of the Charter Schools Act of 1992 to improve pupil learning; increase learning opportunities for all pupils with special emphasis on expanded learning opportunities for all pupils who are identified as academically low achieving; create new professional opportunities for teachers; and provide

parents and pupils with expanded choices in education and following the directive of law to encourage the creation of charter schools. A written notice of the approval and a copy of the Charter Renewal will be provided to the California Department of Education and the State Board of Education.

Silicon Valley Flex Academy is eager to work independently, yet cooperatively, with the charter authorizer to continue this model of education. To this end, Silicon Valley Flex Academy pledges to work cooperatively with the charter authorizer to answer any concerns over this document and to present the charter authorizer with the strongest possible proposal for approval of the charter renewal. Renewal of the charter shall be governed by the standards and criteria in Education Code Sections 47605 and 47607 and their implementing regulations, as applicable.

Executive Summary

Silicon Valley Flex Academy is a WASC accredited school located in Morgan Hill. The Silicon Valley Flex Academy blended model was rated 65th out of the top 100 schools to visit according to *Getting Smart*.¹ Within the narrative of this honor, a delineated list of benefits includes:

- *Competency-based*. Students' progress based on demonstrated mastery. Cohort groups and teams are used when and where they are helpful.
- *Accelerated learning*. Flex models allow students to move at their own pace. For students with partial content knowledge but credit deficiencies.
- *Customized experience*. Flex models make it easy to customize the experience for each student.
- *Portable and flexible*. Students can take a flex school on the road for a family vacation or for a work or community-based learning experience.
- *New staffing models*. Flex models make use of differentiated (levels) and distributed (locations) staffing.
- *Early college*. Flex models facilitate college credit accumulation in high school. Look for AP, dual enrollment, and career/major specific models. Flex students should be able to finish high school in three years with a year of college credit
- *Career focus*. Flex models can focus on particular careers and make time for work-based learning.
- *Leverage local assets*. Flex models have the unique ability to leverage community assets like museums, theaters, historical sites, natural resources, as well as local employers.
- *Site visits*. For many of us site visits are the most important component of professional learning. A flex academy provides a local opportunity for staff members to experience competency-based blended learning with innovative staffing and scheduling—a visit is far more powerful than reading about it.

Continued Mission

Silicon Valley Flex Academy continues to provide individualized education using a combination of mastery based curriculum and face-to-face instruction with California credentialed educators. The typical day for a Silicon Valley Flex Academy student includes fluid movement through a variety of activities designed with their academic needs in mind. Along with the academic component, our advisory programs are committed to the

¹ (Ark, 2014)

development of the whole child and engage topics ranging from Career Readiness to Restorative Justice.

The second portion of our mission is to provide a replicable model that can be implemented across the nation and globe. This past year alone, Silicon Valley Flex Academy hosted educators and high level administrators from:

- Oregon
- Washington
- North Carolina
- China
- Japan
- Egypt
- Mexico
- United Kingdom

The focus of these visits is to learn about the Flex Blended model and the pedagogy associated with its success and eventually deliver the system into their own school communities.

Campus Changes

Silicon Valley Flex Academy opened its doors for the 2011-2012 school year. In the spring of that school year the location changed from the First Baptist Church to its present location on 610 Jarvis Drive in Morgan Hill. This beautiful facility provides the perfect backdrop for a technology based school. There are four distinct “Learning Labs” including an independent 6th grade lab. The sixth grade population benefits from having an independent environment and provides the additional time needed to acclimate to the blended system. This has been very successful for 6th grade students both socially and academically. The largest lab is 7th and 8th grade followed by the 9th and 10th grade and finally the upperclassman in 11th and 12th grade.

Cultural Changes

Silicon Valley Flex Academy has seen some significant changes in staff over the past year. In September of 2014, Caroline Wood came aboard as the new Head of School. Caroline was the previous founding principal at Louisiana Connections Academy (2011 to 2013) and brings with her the ability to re-establish capacity and growth in schools. She has a strong background in staff development, leadership development, instructional leadership and project development.

The interim period between the original Head of School and the arrival of the new Head of School caused some temporary dissonance at the site. The staff retention went from approximately 25% in 2014 to 75% in 2015. This stability has allowed us to facilitate the instructional model with great fidelity. We are confident that the school will regain its momentum in the coming years.

As part of our school culture, Silicon Valley Flex Academy has committed itself to the *Restorative Justice Model*. This well established behavioral model seeks to restore empathy and respect between entities that have fallen into disagreement. Though not a severe issue for us, topics such as bullying, harassment and general behavioral choices are addressed at deeper levels to prevent future occurrences. The staff received professional development and our entire advisory sessions are committed to a school wide study of this model and its precepts.

Silicon Valley Flex Academy hopes to maintain its zero percent expulsion rate in addition to reducing the percentage of suspended students. The reduced suspension levels are indicated as an annual goal in the 2015-16 LCAP. Beginning in the 2015-16 school year, Silicon Valley Flex Academy will introduce Saturday School in lieu of suspension. Saturday school will also provide opportunities for truant students to recapture instructional progress.

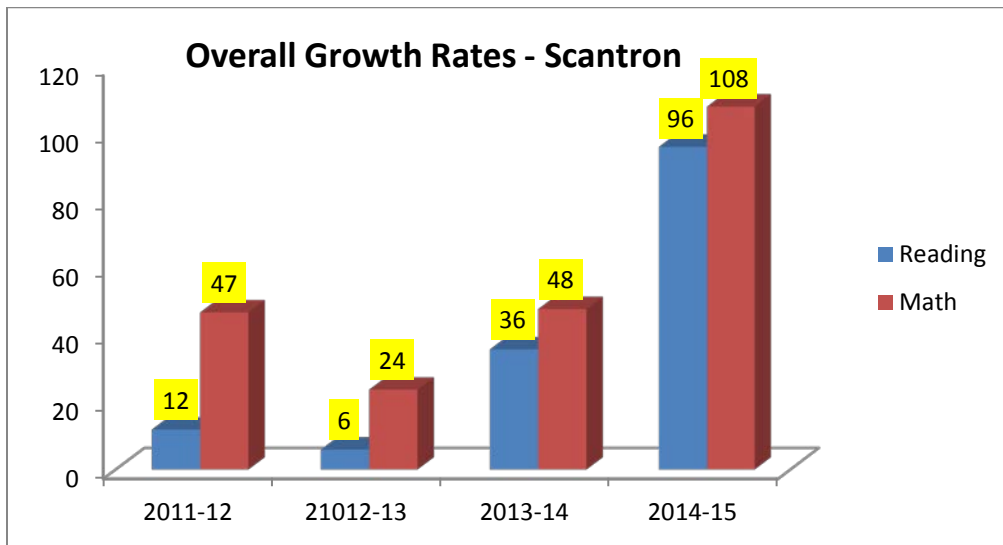
Academic Progression

For the 2015-2016 school year, Silicon Valley Flex Academy has developed a grade level team approach to the Flex Model. In middle school this team consists of an ELA/History and Science/Math teacher team along with grade level academic coaches. The teams work together to progress monitor students and adjust instructional sessions on a regular basis and provide the best individualized approach possible.

At the high school level the process is identical; however, the team consists of each individual core content teacher and grade level academic coaches.

All academic adjustments are initiated by a Data Driven model. Two locally adopted benchmark tools are used to capture student performance: Scantron for high school level students and I-Ready for middle school students. In addition, Scantron was used for all grades (6th-12th) beginning in 2011 through the spring of 2015 with the following results.

Source, Scantron Reporting System, 2015



Overall growth should be balanced with a view of how many students met their growth targets over a full school year. The following results show positive gains. Source, Scantron Reporting Systems, 2015

Growth Category			
Far Below	Below	Above	Far Above
30	72	96	48
30	72	96	48

2014-15 Reading

Number of students tested = 246

Percent scoring Above/Far Above = 58%

Growth Category			
Far Below	Below	Above	Far Above
44	77	81	40
44	77	81	40

2013-14 Reading

Number of students tested = 242

Percent scoring Above/Far Above = 50%

Growth Category			
Far Below	Below	Above	Far Above
31	45	35	33
31	45	35	33

2012-13 Reading

Number of students tested = 144

Percent scoring Above/Far Above = 47%

Growth Category			
Far Below	Below	Above	Far Above
14	18	36	23
14	18	36	23

2011-12 Reading

Number of students tested = 91

Percent scoring Above/Far Above = 64%

Growth Category			
Far Below	Below	Above	Far Above
14	79	84	45
14	79	84	45

Math 2014-15

Number of students tested = 222

Percent scoring Above/Far Above = 58%

Growth Category			
Far Below	Below	Above	Far Above
39	77	81	29
39	77	81	29

Math 2013-14

Number of students tested = 226

Percent scoring Above/Far Above = 48%

Growth Category			
Far Below	Below	Above	Far Above
33	44	44	22
33	44	44	22

Math 2012-13

Number of students tested = 143

Percent scoring Above/Far Above = 46%

**2011-2012 Data Not Available*

In 2014-2015, Silicon Valley Flex Academy fully implemented I-Ready as a locally adopted benchmark assessment. The following growth in math and reading was achieved between winter of 2014 benchmark testing and summative assessments in spring of 2015 for our middle school students. *Source, I-Ready Reporting System, 2015*

School	Progress Towards Targeted Growth (Average Across All Students)			Average Scale Score Gain	Average Scale Score Gain Required to Achieve Target
	Target				
SILICON VALLEY FLEX ACADEMY - K12	96%			+12	13

School Detail by Grade

Grade ↑↓	Progress Towards Targeted Growth (Average Across All Students)			Average Scale Score Gain ↑↓	Average Scale Score Gain Required to Achieve Target ↑↓
	Target				
Grade 6	114%			+15	13
Grade 7	90%			+12	13
Grade 8	85%			+11	13

Math 2014-15

School	Progress Towards Targeted Growth (Average Across All Students)			Average Scale Score Gain	Average Scale Score Gain Required to Achieve Target
	Target 100%				
SILICON VALLEY FLEX ACADEMY - K12	110%			+17	15

School Detail by Grade

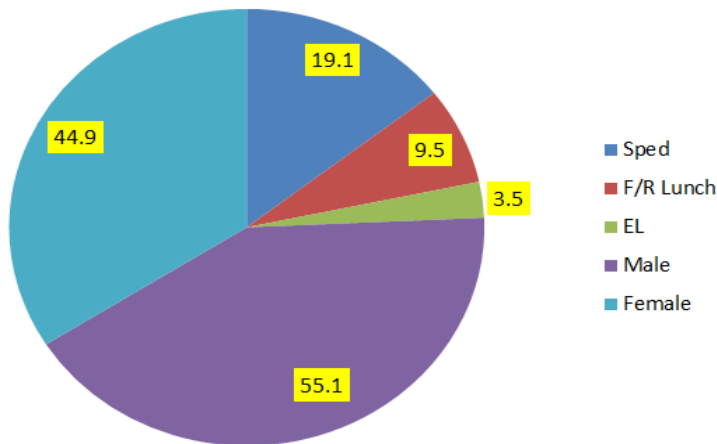
Grade ↕	Progress Towards Targeted Growth (Average Across All Students)			Average Scale Score Gain	Average Scale Score Gain Required to Achieve Target
	Target 100%				
Grade 6	148%			+22	15
Grade 7	88%			+13	15
Grade 8	101%			+15	15

Reading 2014-15

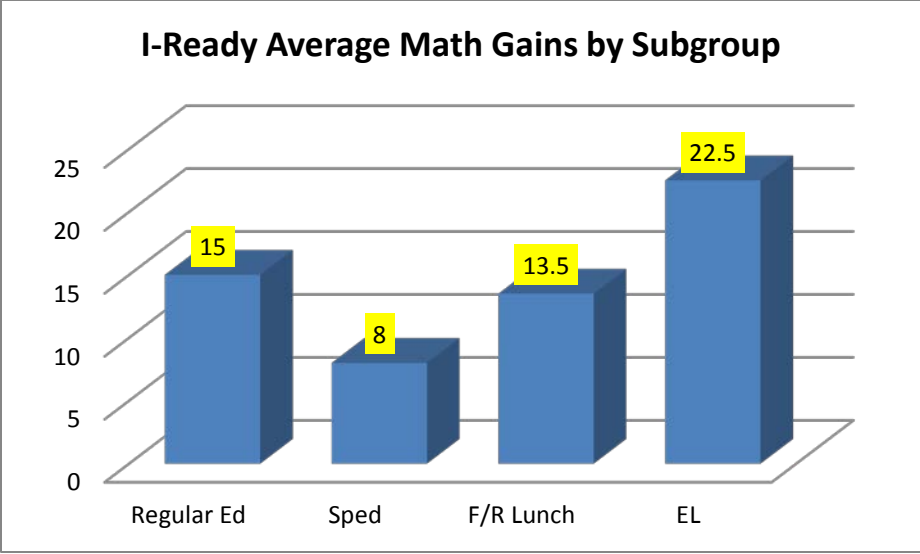
Subgroup Performance

The current breakdown of subgroups is based on a total of 283 students in the 2014-15 school year.

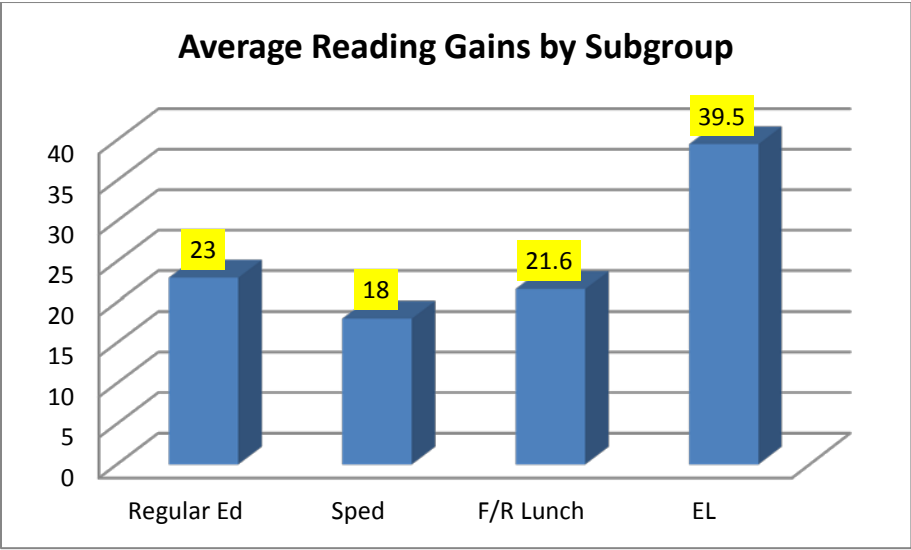
Percent of SVFlex Students by Subgroup 2014-15



Locally adopted I-Ready benchmark testing shows the following average growth for each subgroup. Grades 6th through 11th were tested. *Source, I-Ready Detailed Diagnostic Report, 2015*

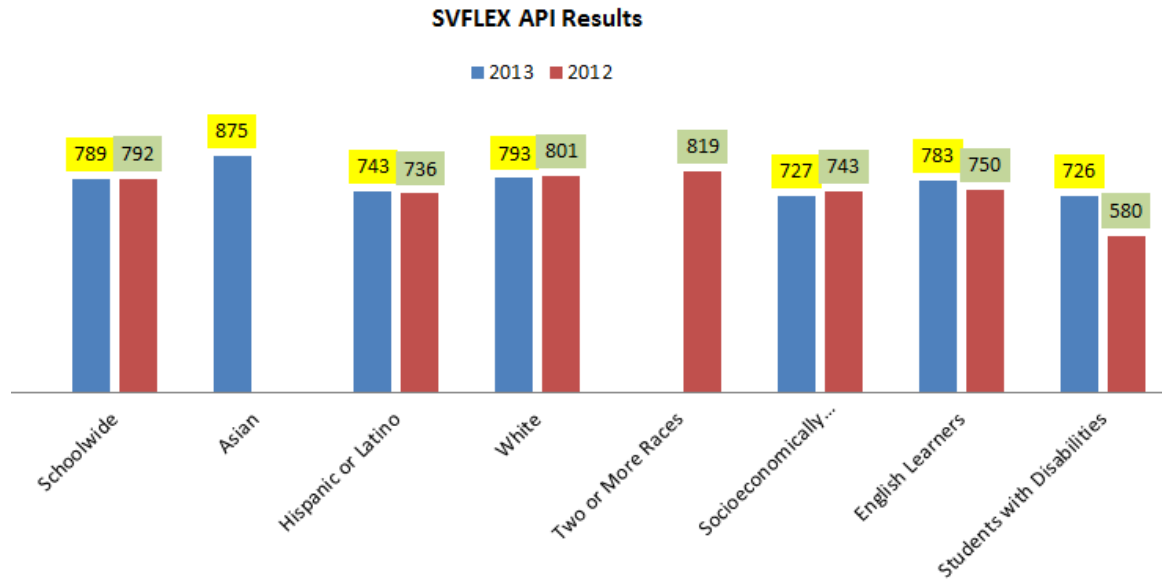


- Total number of students tested = 264
- Average Growth for all students = 13.9
- Grade levels tested = 6th through 11th
- Testing Window = August 2014 - April 2015



- Total number of students tested = 269
- Average growth for all student = 21.8
- Grade levels tested = 6th through 11th
- Testing Window = August 2014 - April 2015

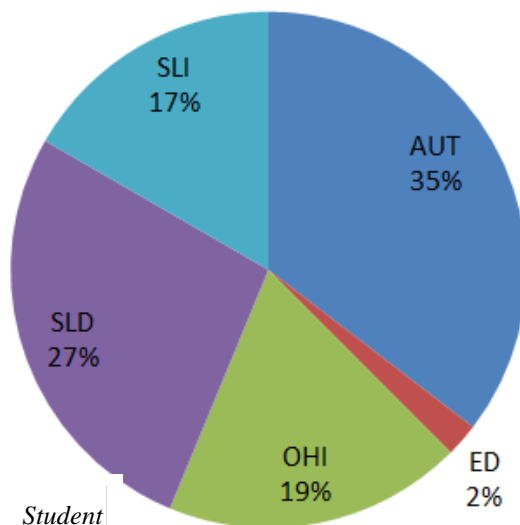
Our available API remained steady and results aggregated by subgroups are noted below.
Source, DataQuest, 2015



Meeting the Needs of Students with Special Needs

Silicon Valley Flex Academy supports a growing percentage of students with special needs. The school has established itself as a school open to the enrollment for all students. Silicon Valley Flex Academy provides the modifications and accommodations necessary to meet the needs of these students. Currently the percent of special education students in each category are as follows,

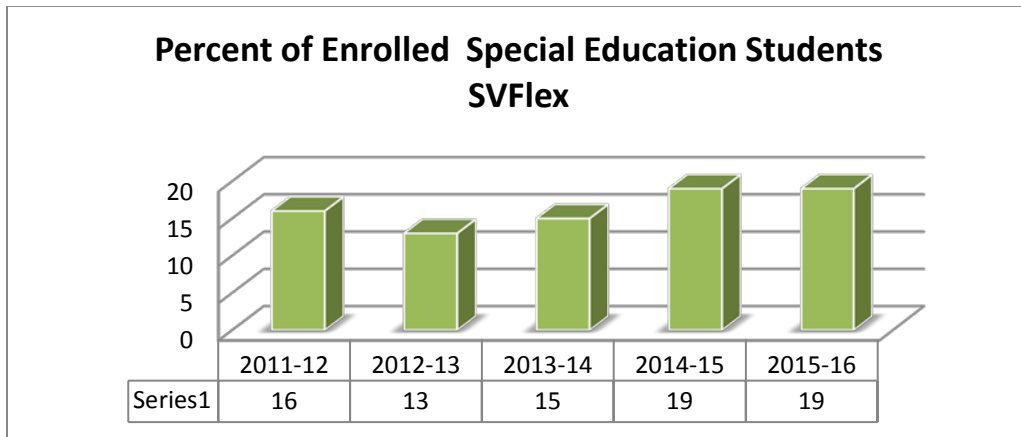
SVFlex Percent of Special Education by Category



- SLI = Speech and Language Impaired
- AUT = Autism
- SLD = Specific Learning Disability
- OHI = Other Health Impairment
- ED = Emotionally Disturbed

Data retrieved 9/5/2015, Student Information System, School Pathways

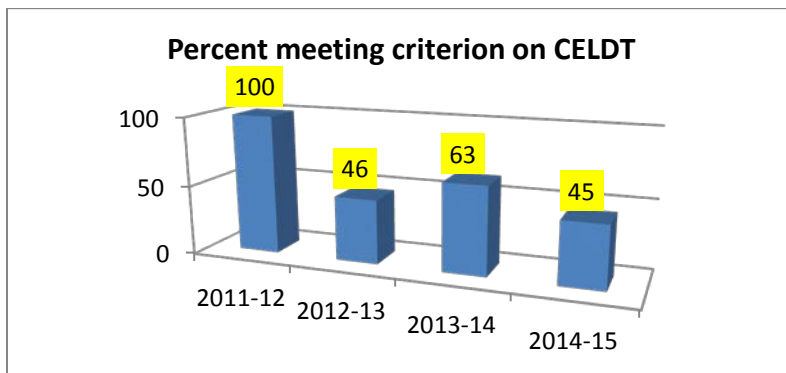
The success of our program is evident in the growth of our special education population since the school opened in 2011-12. *Source, Student Information System, School Pathways*



With the available API results from 2012 and 2013, the largest academic gains considering all subgroups were made by the special education cohort improving from an API of 580 in 2012 to 726 in 2013 (see page 8 above).

Meeting the Needs of English Learners (EL)

Our CELDT results have been mixed as noted by our CELDT scores below. Silicon Valley Flex Academy has added the improved percentage of re-classification of EL learners to the 2015-16 LCAP.



Source, DataQuest 2015

Our continued commitment to meet the needs of all learners includes the acquisition of a BCLAD certified EL program manager. The program manager assists in the identification and development of Individualized Learning Plans for all students identified as EL.

There are two levels of support. The first is dedicated instruction based on the ELD standards. To assist with this process, all staff participated in professional development on *KAGAN*

cooperative learning strategies. *KAGAN* interactive structures facilitate access to functional language through interaction with peers in small groups or pairs

The second level of support is provided by the intervention program *Reading Horizons*. As noted in our 2015-16 LCAP:

- Reading Horizons provides a research-based approach that breaks the basics of the English language into a step-by-step process.
- The program provides instruction in order to learn to read, write, and communicate.
- Reading Horizons teaches phonics in an explicit, systematic, and multi-sensory fashion.
- As EL students build these foundational skills, the curriculum layers in activities that promote pronunciation, vocabulary, grammar, and comprehension development.
- The program provides a thorough explanation of the rules and structure of the English language.
- EL students are empowered with strategies that dramatically decrease their reading, spelling, and pronunciation errors.

Our EL population remains small; however, the cohort has shown positive academic growth as indicated by their high levels of scale score gains in reading and math using I-Ready benchmark assessments and API growth (page 8). Our EL students exceeded the growth of all subgroups and those of the regular education population as summarized on page 7 of this document.

College and Career Readiness

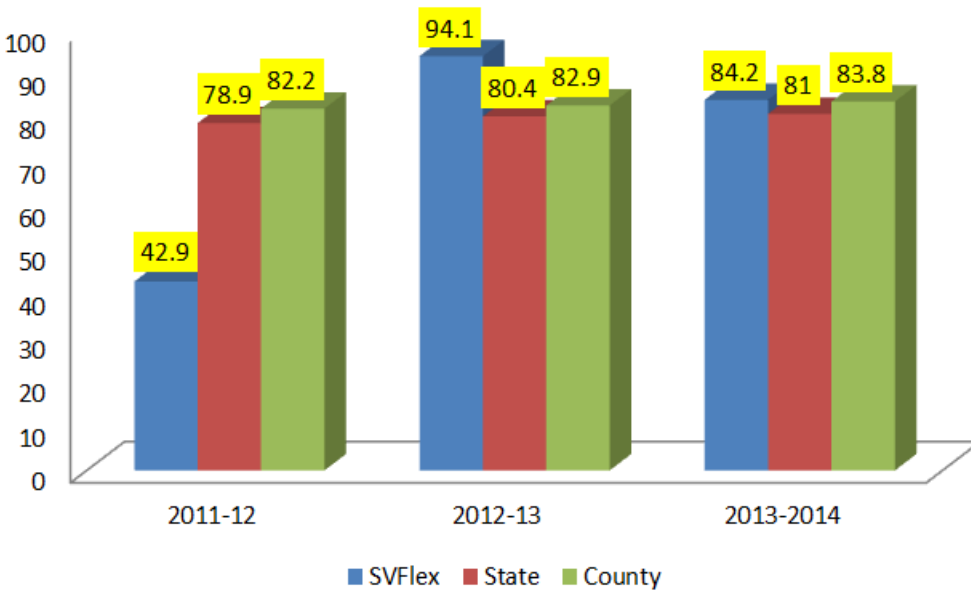
Silicon Valley Flex Academy currently offers two Career Pathways based on the 16 recognized Career Clusters. Those clusters are Technology and Business. A third Academic Pathway is offered for those students who wish to gain an early start to college.

Students develop an Individual Graduation Plan that outlines their matriculation through high school within the scope of available career clusters and their general college and career goals. Silicon Valley Flex Academy hopes to develop academic partnerships with local college systems and eventually consider an Early College program. These partnerships provide access to college credit prior to graduation from high school. This builds both the academic resume of our students and their confidence to engage high level curriculum.

Middle school students have access to high school level courses progressively accelerating their academic experience.

Silicon Valley Flex Academy has maintained a solid Cohort Graduation Rate. *Source, DataQuest, 2015*

Cohort Graduation Rates



Notable Additions

Silicon Valley Flex Academy has developed a variety of clubs and organizations. Of particular note is the growth of our STEM based activities.

STEM Contest:

In the 2014-2015 school year, three 11th grade students won the national K12 “What’s Your Story” STEM contest. The students designed, built, and programmed a virtual reality helmet to simulate the effects of mental illnesses. All the work was designed and produced by students.

Middle school Lego Robotics:

Middle school Lego Robotics club is a club that uses the Lego Mindstorms sets to learn about entry-level robotics. This year the students plan to compete as a team in the First Lego League Robotics Challenge which is an international robotics competition.

High school Robotics:

High school robotics club is focused more on the advanced side of robotics. Robotic parts must be built by the team and the programming is more advanced. In past years students have built various robots learning about STEM and applied technology.

Odyssey of the Mind:

This program is in its inaugural year at Silicon Valley Flex Academy. This parent sponsored event engages a team of students to problem solve both STEM based activities and expands to literary interpretation.

Enrichment Club:

The Enrichment Club is open to all students who have A's and B's along with positive behavioral choices. Students enjoy academic field trips such as Google, Intel, the Computer History Museum along with excursions to college campuses and STEM based guest speakers.

Other Clubs and Activities

All students have access to a variety of afterschool activities including but not limited to:

- Volleyball
- Flag football
- Soccer
- Track
- Cross-fit
- Music
- Anime
- Student council
- Chess
- Math Counts
- Art

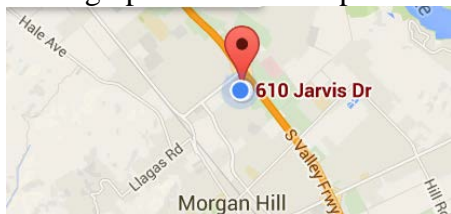
Conclusion

Silicon Valley Flex Academy exemplifies the evolution of education. Technology and education do not exist in isolation and have become part of our daily lives. Instruction that supports student self-advocacy through an individualized and competency based curriculum is further enriched by the academic support of face-to-face instruction. Blended learning does not blend modalities; it blends the *best practices* of each of those modalities.

Silicon Valley Flex Academy mirrors the learning trends seen in post-secondary institutions and in the training programs of many careers. To be a blended program is truly to be College and Career ready. We are proud to be an authorized charter school within the Santa Clara County Office of Education and we look forward to our continued collaboration and fulfillment of our mission.

SVFLEX LCAP 2015 -2016

Demographics and Description:



Location: 610 Jarvis Dr, Morgan Hill, Ca

Phone Number: 408 659-8088

Year Opened: 2011-2012 School Year

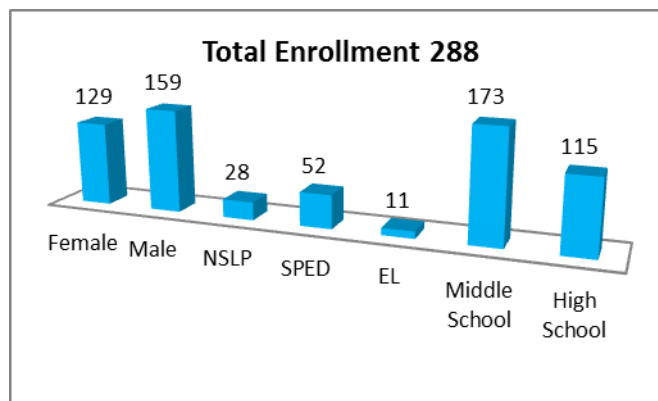
Silicon Valley Flex Academy established its presence in Morgan Hill located in the southern part of Santa Clara County, the southernmost portion of Silicon Valley. Morgan Hill has evolved into a community for the high tech industries in Silicon Valley, as well as the seat for several high tech companies- this is fitting for a technology rich academic experience provided at SVFLEX. Silicon Valley Flex Academy opened its door in 2011 and is a hybrid model of “blended” instruction.

The School includes all of the features of successful traditional brick and mortar public schools—strong curriculum, skilled certified teachers, involved families, high accountability—and uses powerfully innovative technology to create flexible programs that meet the needs of many students.

In this model, instruction is delivered with state-of-the-art interactive technology—online lessons with synchronous and asynchronous learning. Offline, hands-on books and instructional materials are also used. The Christensen Institute defines this model as, “...a course or subject in which online learning is the backbone of student learning, even if it directs students to offline activities at times. Students move on an individually customized, fluid schedule among learning modalities.” (Christensen, 2012)

The Flex Public Schools’ Board of Trustees, Management Team, Advisors, Supporters and Partners have extensive experience with charter schools, startup organizations, education (including school design, curriculum development, instructional strategies, assessment and staff development), business, law, facilities development, finance, technology, strategic planning, governmental relations, fundraising, public relations, organizational development, student leadership development, and community development. In September 2014, SVFLEX acquired a new Head of School. A new team was developed including: Operations Manager, Counselor, Academic Administrator and the addition of three teachers to a newly revised leadership team.

Currently the population consists of a diverse group of students from Morgan Hill, San Jose, Gilroy and Los Gatos. The staff includes: 12 fully credentialed teachers, 6 academic coaches, 4 para educators, an office manager, an operations manager, one credentialed student counselor and one Head of School.



Race	Total
American Indian or Alaska Native	2
Asian	6
Asian Indian	2
Black or African American	13
Chinese	2
Declined to State	11
Filipino	4
Hispanic or Latino	60
Japanese	3
Korean	1
Other Asian	2
Other Pacific Islander	2
Samoan	1
Vietnamese	6
White	173
(blank)	
Grand Total	288

§ 15497.5. Local Control and Accountability Plan and Annual Update Template.

Introduction:

LEA: Silicon Valley Flex Academy Contact (Name, Title, Email, Phone Number): Caroline Wood, HOS, cwood@k12.com 408 659-8088 LCAP Year :2015 -2016

Local Control and Accountability Plan and Annual Update Template

The Local Control and Accountability Plan (LCAP) and Annual Update Template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5. The LCAP and Annual Update Template must be completed by all LEAs each year.

For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.

For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services provided to pupils funded by a school district but attending county-operated schools and programs, including special education programs.

Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.

The LCAP is intended to be a comprehensive planning tool. Accordingly, in developing goals, specific actions, and expenditures, LEAs should carefully consider how to reflect the services and related expenses for their basic instructional program in relationship to the state priorities. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.

For each section of the template, LEAs shall comply with instructions and should use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require state narrative responses. However, the narrative response and goals and actions should demonstrate each guiding question was considered during the development of the plan. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.

State Priorities

The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.

A. Conditions of Learning:

Basic: *degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good rir pursuant to Education Code section 17002(d). (Priority 1)*

Implementation of State Standards: *implementation of academic content and performance standards and English language development standards adopted by the state board for all pupils, including English learners. (Priority 2)*

Course access: *pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)*

Expelled pupils (for county offices of education only): coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)

Foster youth (for county offices of education only): coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)

B. Pupil Outcomes:

Pupil achievement: performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prred for college by the Early Assessment Program. (Priority 4)

Other pupil outcomes: pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)

C. Engagement:

Parental involvement: efforts to seek parent input in decision making at the district and each school site, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)

Pupil engagement: school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)

School climate: pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)

Section 1: Stakeholder Engagement

Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52060(g), 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52055(g), 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.

Instructions: Describe the process used to consult with parents, pupils, school personnel, local bargaining units as applicable, and the community and how this consultation contributed to development of the LCAP or annual update. Note that the LEA's goals, actions, services and expenditures related to the state priority of parental involvement are to be described separately in Section 2. In the annual update boxes, describe the stakeholder involvement process for the review, and describe its impact on, the development of the annual update to LCAP goals, actions, services, and expenditures.

Guiding Questions:

- 1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in Education Code section 42238.01, community members, local bargaining units, LEA personnel, county child welfare agencies, county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders, community organizations representing English learners, and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representatives of parents and guardians of pupils identified in Education Code section 42238.01?
- 6) What specific actions were taken to consult with pupils to meet the requirements 5 CCR 15495(a)?

7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

Involvement Process	Impact on LCAP
<p>Meetings to discuss the LCAP goals were held: <u>Wednesday March 4th, 2015 with PTO</u> <u>Monday March 31st, 2015 with Flex School Board</u> <u>April 2015 Release of Survey Monkey to all students and parents</u> <u>Wednesday May 6th, 2015 Follow-up meeting with PTO</u> <u>May 2015 Release of Feedback Document via Google Doc for all SVFlex Staff</u></p> <p>A description of the LCAP process was provided to the PTO. The goal was to provide a clear use of the LCAP and the necessity for stakeholder feedback. Each goal was presented by the HOS for comments and questions. PTO was informed of the survey to be sent to all families to gain insight and feedback about the goals and essential components of the goals.</p> <p><u>Monday March 30th, 2015 with the school board and public</u></p> <p>During the presentation about the school’s progress and academic updates, the four proposed LCAP goals were presented. We used the opportunity to describe the process and policy surrounding the LCAP and then to get feedback from board members on the proposed SVFLEX goals. Parents were also at the meeting to provide commentary on the action steps in the goals related to school culture and safety.</p> <p><u>Surveys were sent to all parents and students at SVFLEX for comment on the proposed goals</u></p> <p>We felt it was essential to reach all stakeholders who could not attend the physical meetings. The survey was sent to both parents and students in order to capture student feedback. The survey not only addressed the</p>	<p>A revised system for improved discipline was a more common theme and led to changes in our school culture action steps.</p> <p>There were very positive responses to our Early College program and this solidified our plans to implement this program.</p> <p>Our goal to improve the EL program has been supported though implementation has been limited. We attribute this to low EL numbers. Marketing has developed some wonderful tools to assist in growing this community within the SVFlex family. The need for a comprehensive EL program based on the ELD standards has altered our staffing requests.</p>

<p>four LCAP goals and feedback on those goals, but allowed for additional goals to be suggested. Survey questions about the components of the goals were also created to help drive priorities and get a sense of understanding about the value of the goals presented.</p> <p><u>Google Doc form sent to all staff members at SVFLEX for comments on the proposed goals</u></p> <p>Staff members were given several weeks to comment on the four goals and provide feedback. The school culture is largely generated by the positive attitudes of the staff, making their impressions and suggestions an integral part of developing and fine tuning out LCAP process.</p>	
<p>Annual Update</p> <p>The previous LCAP was not addressed. The team that constructed the LCAP last school year has been replaced by an entirely new administration. There were no provisions made to review the LCAP during the school year. The new HOS is focused on the updated format of the LCAP and incorporated viable goals from the previous LCAP into a more specific LCAP.</p> <p>The school leadership team comprised of administration, teacher leaders and support staff reviewed the previous LCAP in conjunction with the proposed LCAP goals for 2015-2016 in an effort to realize portions of last year's goals within the scope of the new goals.</p>	<p>Annual Update:</p> <p>More care has been taken to thoroughly vet this year's LCAP with all stakeholders.</p> <p>We are developing more parent/teacher/student groups beyond the PTO to assist with diverse voices resonating within all our decisions.</p> <p>This administrative team's attitude demonstrates recognition that LCAPs are living documents.</p> <p>Processes will be established to review the LCAP each semester for feedback and improvements within the school year.</p> <p>Supplemental funding for unduplicated students had to be adjusted to reflect actual expenditures. This year's LCAP has Anticipated Costs associated specifically to Supplemental Funding matching the Concentration Grant funding/MPP for 2015-2016.</p>

Section 2: Goals, Actions, Expenditures, and Progress Indicators

Instructions:

All LEAs must complete the LCAP and Annual Update Template each year. The LCAP is a three-year plan for the upcoming school year and the two years that follow. In this way, the program and goals contained in the LCAP align with the term of a school district and county office of education budget and multiyear budget projections. The Annual Update section of the template reviews progress made for each stated goal in the school year that is coming to a close, assesses the effectiveness of actions and services provided, and describes the changes made in the LCAP for the next three years that are based on this review and assessment.

Charter schools may adjust the table below to align with the term of the charter school's budget that is submitted to the school's authorizer pursuant to Education Code section 47604.33.

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup of pupils, to be achieved for each state priority as defined in 5 CCR 15495(i) and any local priorities; a description of the specific actions an LEA will take to meet the identified goals; a description of the expenditures required to implement the specific actions; and an annual update to include a review of progress towards the goals and describe any changes to the goals.

To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with, and input requested from, school site-level advisory groups, as applicable (e.g., school site councils, English Learner Advisory Councils, pupil advisory groups, etc.) to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet the goal.

Using the following instructions and guiding questions, complete a goal table (see below) for each of the LEA's goals. Duplicate and expand the fields as necessary.

Goal: Describe the goal.

When completing the goal tables, include goals for all pupils and specific goals for school sites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the school site level. The LEA may identify which school sites and subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or school site.

Related State and/or Local Priorities: Identify the state and /or local priorities addressed by the goal by placing a check mark next to the applicable priority or priorities. The LCAP must include goals that address each of the state priorities, as defined in 5 CCR 15495(i), and any additional local priorities; however, one goal may address multiple priorities.

Identified Need: Describe the need(s) identified by the LEA that this goal addresses, including a description of the supporting data, used to identify the need(s).

Schools: Identify the schools sites to which the goal applies. LEAs may indicate “all” for all schools, specify an individual school or a subset of schools, or specify grade spans (e.g., all high schools or grades K-5).

Applicable Pupil Subgroups: Identify the pupil subgroups as defined in Education Code section 52052 to which the goal applies, or indicate “all” for all pupils.

Expected Annual Measurable Outcomes: For each LCAP year, identify and describe specific expected measurable outcomes for all pupils using, at minimum, the applicable required metrics for the related state priorities. Where applicable, include descriptions of specific expected measurable outcomes for school sites and specific subgroups, including pupils with disabilities, both at the LEA level and at the school site level.

The metrics used to describe the expected measurable outcomes may be quantitative or qualitative, although the goal tables must address all required metrics for every state priority in each LCAP year. The required metrics are the specified measures and objectives for each state priority as set forth in Education Code sections 52060(d) and 52066(d). For the pupil engagement priority metrics, LEAs must calculate the rates specified in Education Code sections 52060(d)(5)(B), (C), (D) and (E) as described in the Local Control Accountability Plan and Annual Update Template Appendix, sections (a) through (d).

Action/Services: For each LCAP year, identify all annual actions to be performed and services provided to meet the described goal. Actions may describe a group of services that are implemented to achieve the identified goal.

Scope of Service: Describe the scope of each action/service by identifying the school sites covered. LEAs may indicate “all” for all schools, specify an individual school or a subset of schools, or specify grade spans (e.g., all high schools or grades K-5). If supplemental and concentration funds are used to support the action/service, the LEA must identify if the scope of service is districtwide, schoolwide, countywide, or charterwide.

Pupils to be served within identified scope of service: For each action/service, identify the pupils to be served within the identified scope of service. If the action to be performed or the service to be provided is for all pupils, place a check mark next to “ALL.”

For each action and/or service to be provided above what is being provided for all pupils, place a check mark next to the applicable unduplicated pupil subgroup(s) and/or other pupil subgroup(s) that will benefit from the additional action, and/or will receive the additional service. Identify, as applicable, additional actions and services for unduplicated pupil subgroup(s) as defined in Education Code section 42238.01, pupils redesignated fluent English proficient, and/or pupils subgroup(s) as defined in Education Code section 52052.

Budgeted Expenditures: For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA’s budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

Guiding Questions:

- 1) What are the LEA’s goal(s) to address state priorities related to “Conditions of Learning”?
- 2) What are the LEA’s goal(s) to address state priorities related to “Pupil Outcomes”?
- 3) What are the LEA’s goal(s) to address state priorities related to parent and pupil “Engagement” (e.g., parent involvement, pupil engagement, and school climate)?
- 4) What are the LEA’s goal(s) to address any locally-identified priorities?
- 5) How have the unique needs of individual school sites been evaluated to inform the development of meaningful district and/or individual school site goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?

- 6) What are the unique goals for unduplicated pupils as defined in Education Code sections 42238.01 and subgroups as defined in section 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
- 9) What information was considered/reviewed for individual school sites?
- 10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
- 11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific school sites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 12) How do these actions/services link to identified goals and expected measurable outcomes?
- 13) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?

GOAL One:	Silicon Valley Flex Academy will develop a comprehensive EL program		Related State and/or Local Priorities: 1__ 2X 3X 4X 5__ 6__ 7__ 8X COE only: 9__ 10__ Local : Specify _____
Identified Need :	<ul style="list-style-type: none"> • Implement tools to consistently measure EL students' academic growth. • Develop a comprehensive EL program that includes a dedicated curriculum and intervention process according to California ELD standards 		
Goal Applies to:	Schools:	Silicon Valley Flex Academy	
	Applicable Pupil Subgroups:	English Language Learner	
LCAP Year 1: 2015-2016			
Expected Annual Measurable Outcomes:	<p>As EL student population increases, measurability will include 70% of EL students meeting academic growth targets as measured by local benchmark testing and intervention programs.</p> <p>Increase the number of students who are designated Reclassified English Language Learners measured by the CELDT or other approved statewide assessments for EL. The proficiency growth targets set by the state are 1.2% increase for students participating greater than five years.</p>		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures

<p>Aggregate I-Ready Benchmark testing to progress monitor use of interventions as indicated.</p> <p>Secure licenses for Reading Horizons.</p> <ul style="list-style-type: none"> • Reading Horizons provides a research-based approach that breaks the basics of the English language into a step-by-step process. • The program provides instruction in order to learn to read, write, and communicate. • Reading Horizons teaches phonics in an explicit, systematic, and multi-sensory fashion. • As EL students build these foundational skills, the curriculum layers in activities that promote pronunciation, vocabulary, grammar, and comprehension development. • The program provides a thorough explanation of the rules and structure of the English language, • EL students are empowered with strategies that dramatically decrease their reading, spelling, and pronunciation errors 	<p>Entire School</p>	<p>Entire School <input type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>	<p>Anticipated expenditure: \$7000 for Reading Horizons Licensure</p> <p>Anticipated Funding Source: LCFF and Supplemental Funds</p>
--	----------------------	---	--

<p>Provide professional development for staff through in-service and existing Professional Learning Communities. Topics of study will include:</p> <ul style="list-style-type: none"> • The CA ELD Standards • Scaffolding instruction for EL students • The use of complex texts and intellectually challenging material • Professional Development on the implementation of Reading Horizons 	<p>Entire School</p>	<p>__ALL OR: __Low Income pupils X English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>Anticipated Expenditure: \$2000 Anticipated Funding Source: LCFF and Supplemental Funds</p>
<p>Provide Spanish versions of all communications coming from the school. This will include:</p> <ul style="list-style-type: none"> • The school website • Mass KMAILs from the school • Parent Teacher Organization material • School newsletters • All enrollment documents • School handbooks • Rigorous targeting by Enrollment Manager in communities with a high EL population 	<p>Entire School</p>	<p>__ALL OR: __Low Income pupils X English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>Anticipated Expenditure: \$1000 Anticipated Funding Source: LCFF and Supplemental Funding</p>

<p>Hire support staff and contractors to support the instructions and progress monitoring of EL students</p> <ul style="list-style-type: none"> • Program Manager • EL Coordinator 	<p>Entire School</p>	<p>__ Low Income pupils X English Learners __ Foster Youth X Redesignated fluent English proficient __ Other Subgroups:(Specify) _____</p>	<p>Anticipated expenditure: \$27,500 Salary for PT EL Program Manager \$4000 for EL Coordinator Anticipated Funding Source: LCFF and Supplemental Funds</p>
<p>LCAP Year 2: 2016-2017</p>			
<p>Expected Annual Measurable Outcomes:</p>	<p>As EL student population increases, measurability will include 75% of EL students meeting academic growth targets as measured by local benchmark testing and intervention programs.</p> <p>Maintain the increase in the number of students who are designated Reclassified English Language Learners measured by the CELDT or other approved statewide assessments for EL. The proficiency growth targets set by the state are 1.2% increase for students participating greater than five years</p>		
<p>Actions/Services</p>	<p>Scope of Service</p>	<p>Pupils to be served within identified scope of service</p>	<p>Budgeted Expenditures</p>

<p>Continued use of Reading Horizons Continued progress monitoring of EL students using I-Ready.</p>	<p>Entire School</p>	<p><u>__</u>ALL</p> <hr/> <p>OR: <u>__</u>Low Income pupils <u>X English Learners</u> <u>__</u>Foster Youth <u>X Redesignated fluent English proficient</u> <u>__</u>Other Subgroups:(Specify)_____</p>	<p>Anticipated expenditure: \$7000 for Reading Horizons Licensure</p> <p>Anticipated Funding Source: LCFF and Supplemental Funding</p>
<p>Continued and consistent use of Spanish Versions of school communications.</p> <p>Continued growth in contact points with the EL community through rigorous marketing strategies.</p>	<p>Entire School</p>	<p><u>__</u>ALL</p> <hr/> <p>OR: <u>__</u>Low Income pupils <u>X English Learners</u> <u>__</u>Foster Youth <u>__</u>Redesignated fluent English proficient <u>__</u>Other Subgroups:(Specify)_____</p>	<p>Anticipated Expenditure \$1000</p> <p>Anticipated Funding Source: LCFF and Supplemental Funding</p>
<p>Full implementation of EL Program Manager and EL Coordinator to facilitate comprehensive EL program and it implementation based on the ELD standards.</p>	<p>Entire School</p>	<p><u>__</u>ALL</p> <hr/> <p>OR: <u>__</u>Low Income pupils <u>X English Learners</u> <u>__</u>Foster Youth <u>X Redesignated fluent English proficient</u> <u>__</u>Other Subgroups:(Specify)_____</p>	<p>Anticipated expenditure: \$27,500 Salary for PT EL Program Manager</p>

			<p>\$4000 for EL Coordinator Anticipated Source: LCFF and Supplemental Funding</p>
<p>LCAP Year 3: 2017-2018</p>			
<p>Expected Annual Measurable Outcomes:</p>	<p>As EL student population increases, measurability will include 80% of EL students meeting academic growth targets as measured by local benchmark testing and intervention programs.</p> <p>Maintain the increase in the number of students who are designated Reclassified English Language Learners measured by the CELDT or other approved statewide assessments for EL. The proficiency growth targets set by the state are 1.2% increase for students participating greater than five years.</p>		
<p>Actions/Services</p>	<p>Scope of Service</p>	<p>Pupils to be served within identified scope of service</p>	<p>Budgeted Expenditures</p>
<p>Continued use of Reading Horizons and progress monitoring using I-Ready.</p>	<p>Entire School</p>	<p>_ALL</p>	<p>Anticipated expenditure: \$7000 for</p>

<p>Aggregate data from Smarter Balance testing comparing EL results to other subgroups.</p>		<p>OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____</p>	<p>Reading Horizons Licensure Anticipated Funding Source: LCFF and Supplemental Funding</p>
<p>Continued and consistent use of Spanish Versions of school communications. Continued growth in contact points with the EL community through rigorous marketing strategies.</p>	<p>Entire School</p>	<p>____ALL OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____</p>	<p>Anticipated Expenditure: \$1000 Anticipated Funding Source: LCFF</p>
<p>Continued Professional Development:</p> <ul style="list-style-type: none"> • Communicating with the EL parent • Using cooperative learning in the classroom for EL 	<p>Entire School</p>	<p>____ALL</p>	<p>Anticipated Expenditure: \$1000 Anticipated</p>

	<p>OR: <input type="checkbox"/> Low Income pupils <u>X English Learners</u> <input type="checkbox"/> Foster Youth <u>X Redesignated fluent English proficient</u> <input type="checkbox"/> Other Subgroups:(Specify) _____</p>	<p>Funding Source: LCFF and Supplemental Funding</p>
<p>Continued full implementation of EL Program Manager and EL Coordinator</p>	<p><input type="checkbox"/> Low Income pupils <u>X</u> <input type="checkbox"/> <u>English Learners</u> <input type="checkbox"/> Foster Youth <u>X Redesignated fluent English proficient</u> <input type="checkbox"/> Other Subgroups:(Specify) _____</p>	<p>Anticipated expenditure: \$27,500 Salary for PT EL Program Manager \$4000 for EL Coordinator</p>

GOAL Two:	Silicon Valley will improve school climate and conditions for learning as measured by pupil suspension rates, expulsion rates and local measures including surveys administered to parents, students and staff regarding their sense of safety on the SVFLEX campus.		Related State and/or Local Priorities: 1__ 2__ 3X 4__ 5__ 6X 7__ 8__ COE only: 9__ 10__ Local : Specify _____	
Identified Need :	<ul style="list-style-type: none"> Based on current suspension rates, SVFLEX rates are 5.9% as compared to Santa Clara County at 3.1% Improve use of targeted school climate surveys 			
Goal Applies to:	Schools:	Silicon Valley Flex Academy Applicable Pupil Subgroups: All students		
LCAP Year 1: 2015-2016				
Expected Annual Measurable Outcomes:	Suspension rates will decrease by 2% as measured using the School Pathway SIS system and DataQuest 90% of respondents will indicate that they feel safe on the SVFLEX campus as demonstrated by surveys sent to parents, students and staff.			
	Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures

<p>Implement a system of Restorative Justice</p> <ul style="list-style-type: none"> • Restorative Justice (RJ) requires that schools work to restore those who have been injured. • Those students directly involved and affected by the discipline issue should have the opportunity to participate fully in the response if they wish. • The school’s role is to preserve a just system and for the school culture to build and maintain a just peace. <p>There are four key values:</p> <ul style="list-style-type: none"> • <u>Encounter</u>: Create opportunities for discipline offenders and victims to meet and discuss the infraction. • <u>Amends</u>: Expect the discipline offender to take steps to repair the harm they have caused. • <u>Reintegration</u>: Restore the offender and victim back into the school culture. • <u>Inclusion</u>: Provide opportunities for those with a stake in the offense to participate in its resolution. 	<p>Entire School</p>	<p><u>X ALL</u></p> <hr/> <p>OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>See below</p>
--	----------------------	--	------------------

<p>Professional Learning Communities will develop implementation models around the Restorative Justice model. This will include:</p> <ul style="list-style-type: none"> • Professional study of the Restorative Model • Implementation of the model within all Advisory Sessions for grades 6 through 12. 	<p>Entire School</p>	<p>X ALL</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other</p> <p>Subgroups:(Specify) _____</p>	<p>Anticipated expense:</p> <p>\$900 for Books and materials for teachers and advisory material</p> <p>Anticipated Funding Source: LCFF and Supplemental Funding</p>

SVFLEX will secure tools and protocols to regularly assess the feeling of safety using a reputable survey tool.

- Questionnaire will be specific to either students, parents or staff
- Questionnaire will be given at the beginning of the year, at semester and at the end of the school year
- Data will be used to progress monitor the success of the Restorative Justice model

SVFLEX will develop a School Community Connectedness Organization (SCCO) that includes all stakeholders to develop further school activities that promote parental participation, pupil engagement with the RJ process and improve school connectedness.

Entire School

X ALL

OR:

Low Income pupils English Learners

Foster Youth Redesignated fluent English proficient

Other

Subgroups:(Specify) _____

Anticipated Expense:

\$250 for Survey Monkey License

Anticipated Funding Source:

LCFF

LCAP Year 2: 2016-2017

<p>Expected Annual Measurable Outcomes:</p>	<p>Suspension rates will decrease by 3% as measured by School Pathway SIS system and DataQuest</p> <p>92% of respondents will indicate that they feel safe on the SVFLEX campus as demonstrated by survey sent to parents, students and staff.</p>		
<p>Actions/Services</p>	<p>Scope of Service</p>	<p>Pupils to be served within identified scope of service</p>	<p>Budgeted Expenditures</p>
<p>Full implementation of the Restorative Justice model.</p>	<p>Entire School</p>	<p><u>X ALL</u></p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other</p> <p>Subgroups:(Specify)_____</p>	<p>Anticipated Expense:</p> <p>\$50 per new staff member for material and books</p> <p>Anticipated Funding Source: LCFF and Supplemental Funds</p>
<ul style="list-style-type: none"> Professional Learning Communities will continue 	<p>Entire</p>	<p><u>ALL</u></p>	<p>No additional</p>

<p>to monitor progress with the RJ model.</p> <ul style="list-style-type: none"> Professional Development will continue to address school culture and climate using the RJ model. Full implementation and reinforcement of topic specific advisory sessions with all students 	<p>School</p>	<p>OR: ___Low Income pupils ___English Learners ___Foster Youth ___Redesignated fluent English proficient ___Other Subgroups:(Specify)_____</p>	<p>cost anticipated</p>
<p>Full implementation of surveys to quantify level of security felt by parents, students and staff.</p> <p>Continued maturation of the <u>SCCO</u> committee.</p>	<p>Entire School</p>	<p>___ALL</p> <p>OR: ___Low Income pupils ___English Learners ___Foster Youth ___Redesignated fluent English proficient ___Other Subgroups:(Specify)_____</p>	<p>Anticipated Expense: \$250 for annual renewal of Survey Monkey</p> <p>Anticipated Funding Source: LCFF</p>

LCAP Year 3: 2017-2018

<p>Expected Annual Measurable Outcomes:</p>	<p>Suspension rates will decrease by 5% as measured by School Pathway SIS system and DataQuest</p> <p>95% of respondents will indicate that they feel safe on the SVFLEX campus as demonstrated by survey sent to parents, students and staff.</p>		
<p>Actions/Services</p>	<p>Scope of Service</p>	<p>Pupils to be served within identified scope of service</p>	<p>Budgeted Expenditures</p>
<p>Fully implemented and improved model of Restorative Justice (RJ)</p>	<p>Entire School</p>	<p><u>X ALL</u></p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other</p> <p>Subgroups:(Specify)_____</p>	<p>Anticipated Expense:</p> <p>\$50 per new staff member for material and books</p> <p>Anticipated Funding Source: LCFF and Supplemental Funds</p>

<ul style="list-style-type: none"> Professional Learning Communities will continue to monitor progress with the RJ model. Professional Development will continue to address school culture and climate using the RJ model and in addition provide presentations and articles communicating the success of the program to other educators and the community. Develop team for review of advisory material to avoid duplication and extend focus of Restorative Justice. 	<p>Entire School</p>	<p><u>X ALL</u></p> <hr/> <p>OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>	<p>No additional expense anticipated</p>
<p>Full implementation and refinement of surveys to quantify level of security felt by parents, students and staff.</p> <p>Continued maturation of the <u>SCCO</u> committee and in addition provide presentations to members of the community.</p>	<p>Entire School</p>	<p><u>X ALL</u></p> <p>OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>	<p>Anticipated Expense: \$250 for annual renewal of Survey Monkey</p> <p>Anticipated Funding Source: LCFF</p>

GOAL Three:	Silicon Valley Flex Academy will improve Pupil Engagement as measured by school attendance rates and cohort graduation rates.		Related State and/or Local Priorities: 1__ 2__ 3X 4__ 5X 6_ 7X 8__ COE only: 9__ 10__ Local : Specify _____	
Identified Need :	<ul style="list-style-type: none"> • Currently available cohort graduation rates at SVFLEX are 84.2% (DataQuest) • Current attendance rates at SVFLEX are 92% as measured by School Pathways SIS • Current truancy rates at SVFLEX are 11% as measured by School Pathways SIS • Develop Early College and Career Pathways through Individual Graduation Plans 			
Goal Applies to:	Schools:	Silicon Valley Flex Academy	Applicable Pupil Subgroups: All students	
LCAP Year 1: 2015-2016				
Expected Annual Measurable Outcomes:	Cohort graduation rates will improve to 85% Attendance rates will increase to 94% as measured by School Pathways SIS Truancy will decrease to 9% as measured by School Pathways SIS 25 % of students will matriculate through a Career Area of Concentration through their four years of high school Increase the number of CTE courses from 0 to 3 as measured by list of course offerings			
	Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures

<p>Implement Individual Graduation Plans outlining a Career Area of Concentration as outlined by the 16 Recognized Career Clusters.</p> <ul style="list-style-type: none"> • Students participate in Career Readiness in grade 8 • Students choose an offered Career Area of Concentration • Student Individual Graduation Plan template outlines the course of study from grade 9 through 12 • Students choose <u>Career Technical Education</u> path, four year <u>Academic Pathway</u> or both • Parents participate in the review of the Individual Graduation Pathway. All communication translated and vetted for EL families • Students visit College Career Fair <p>These are the Career Areas of Concentration that will be offered by SVFLEX</p> <ul style="list-style-type: none"> • Business Management & Administration • Information Technology • Academic Readiness (For University Bound Students) 	<p>Entire School</p>	<p><u>X ALL</u></p> <p>OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>Anticipated Expense: \$500 Travel</p> <p>\$4,200, IST support (50 students at \$42.00 per student per semester)</p> <p>LCFF and Supplemental Funds</p>
--	----------------------	--	---

<p>Implement concurrent enrollment program for an Early College Experience and improve student engagement and school climate:</p> <ul style="list-style-type: none"> • Local community colleges • Accredited Online Colleges • Local Technical Education Schools 	<p>Entire School</p>	<p><u>X ALL</u></p> <hr/> <p>OR: ___ Low Income pupils ___ English Learners ___ Foster Youth ___ Redesignated fluent English proficient ___ Other Subgroups:(Specify)_____</p>	<p>Anticipated Expenditure: \$100</p> <p>Anticipated funding: LCFF</p>
<p>Improve protocols and procedures for monitoring attendance:</p> <ul style="list-style-type: none"> • Improved early detection of absences • Improved follow-up with truant students • Improved relationship with local CPS • Improved communication with potential enrollees at SVFLEX in regards to attendance expectations • All communication translated and vetted for EL families 	<p>Entire School</p>	<p><u>X ALL</u></p> <hr/> <p>OR: ___ Low Income pupils ___ English Learners ___ Foster Youth ___ Redesignated fluent English proficient ___ Other Subgroups:(Specify)_____</p>	<p>Anticipated Expense: \$90</p> <p>Anticipated funding: LCFF Supplemental Funding for translated material</p>

LCAP Year 2: 2016-2017

<p>Expected Annual Measurable Outcomes:</p>	<p>Cohort graduation rates will improve to 85.5% Attendance rates will increase to 94.5% as measured by School Pathways SIS Truancy will decrease to 7% as measured by School Pathways SIS 30 % of students will matriculate through a Career Area of Concentration through their four years of high school Increase the number of CTE courses from 3 to 4 as measured by list of course offerings</p>		
<p>Actions/Services</p>	<p>Scope of Service</p>	<p>Pupils to be served within identified scope of service</p>	<p>Budgeted Expenditures</p>
<p>Full implementation of the Individual Graduation Plans for grades 9-10</p> <p>Addition of more CTE courses</p>	<p>Entire School</p>	<p><u>X ALL</u></p> <p>OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify) _____ _____</p>	<p>Anticipated Expense: \$100 \$4,200, IST support (50 students at \$42.00 per student per semester)</p> <p>Anticipated funding:</p> <p>LCFF and Supplemental Funding</p>

<p>Expanded opportunities with post-secondary institutions that support concurrent enrollment including continued visit to College Career Fair</p>	<p>Entire School</p>	<p><u>X ALL</u> OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify) _____ _____</p>	<p>Anticipated Expense: \$500 Anticipated funding: LCFF and Supplemental Funding</p>
<p>Full implementation of protocols, procedures and informational meetings around the importance of school attendance including documents in languages effective for non-English speaking families</p>	<p>Entire School</p>	<p><u>X ALL</u> OR: __Low Income pupils XEnglish Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify) _____ _____</p>	<p>Anticipated Expense: \$95 Anticipated funding: LCFF and Supplemental Funding for translated material</p>

LCAP Year 3: 2017-2018

<p>Expected Annual Measurable Outcomes:</p>	<p>Cohort graduation rates will improve to 86% Attendance rates will increase to 94.5% as measured by School Pathways SIS Truancy will decrease to 7% as measured by School Pathways SIS 35 % of students will matriculate through a Career Area of Concentration through their four years of high school Increase the number of CTE courses from 4 to 5 as measured by list of course offerings</p>		
<p>Actions/Services</p>	<p>Scope of Service</p>	<p>Pupils to be served within identified scope of service</p>	<p>Budgeted Expenditures</p>

<p>Fully implemented individual graduation plans for grades 9 through 11</p> <p>Addition of more CTE courses</p>	<p>Entire School</p>	<p><u>X ALL</u></p> <hr/> <p>OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____</p>	<p>Anticipated Expense: \$500 Travel \$4,200, IST support (50 students at \$42.00 per student per semester)</p> <p>Anticipated funding Supplemental Funds LCFF and</p>
<p>Continued expansion for opportunities with post-secondary institutions that support concurrent enrollment. College Career Fair Visit.</p>	<p>Entire School</p>	<p><u>X ALL</u></p> <hr/> <p>OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____</p>	<p>Anticipated Cost: \$500</p> <p>Anticipated funding: LCFF and Supplemental Funding</p>
<p>Full implementation of protocols, procedures and informational meetings around the importance of school attendance including documents in languages effective for non-English speaking families</p>	<p>Entire School</p>	<p><u>X ALL</u></p> <hr/> <p>OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____</p>	<p>Anticipated Cost: \$95.00</p> <p>Anticipated funding: LCFF and Supplemental Funding for translated material</p>

GOAL Four:	Silicon Valley Flex Academy will improve pupil achievement as measured by locally implemented benchmark testing and state level assessments as measures become available.		Related State and/or Local Priorities: 1X 2X 3__ 4X 5__ 6_ 7 X 8X COE only: 9__ 10__ Local : Specify _____	
Identified Need :	Currently, 35% of students are performing at grade level in math using locally adopted benchmark testing Currently, 61% of students are performing at grade level in ELA using locally adopted benchmark testing Currently, unduplicated students are not performing at grade level (FERPA limits exact measure) Improve scores of students taking AP Exams (FERPA limits exact measure)			
Goal Applies to:	Schools:	Silicon Valley Flex Academy		
	Applicable Pupil Subgroups:	All students		
LCAP Year 1: 2015-2016				
Expected Annual Measurable Outcomes:	Improve the percentage of students who perform at grade level in math to 40% using locally adopted benchmark testing Improve the percentage of students who perform at grade level in ELA to 65% using locally adopted benchmark testing Improve the percentage of unduplicated students performing at grade level in ELA and Math using locally adopted benchmark testing to 50% 55% of AP students will score at 3 or above on AP Exams according the AP Results via AP website			
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures	

<p>Implementation of RTI plan:</p> <p>Using School Pathways to identify and aggregate student subgroups and locally adopted benchmark testing, students will be evaluated for tiered intervention.</p> <ul style="list-style-type: none"> • Tier 1 : Placement in appropriate instructional group and additional instruction and tutoring • Tier 2 : Placement in prescriptive intervention programs and progress monitoring • Tier 3: Placement in prescriptive intervention programs, progress monitoring and recommendation to SST for possible 504 or IEP. 	<p>Entire School</p>	<p><u>X ALL</u></p> <hr/> <p>OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify) _____ _____</p>	<p>Anticipated Funding: LCFF and Supplemental Funding</p> <p>Anticipated Expense: \$10,000 for School Pathways \$2000 for RTI/EL Stipend</p>
<p>Ongoing auditing of instructional effectiveness through:</p> <ul style="list-style-type: none"> • Hiring of fully credentialed educational staff including BCLAD staff certification • Targeted educational credential for pupils taught • Scheduled and unscheduled teacher evaluations • Use of a standards based curriculum assessable to all students and using DDI to drive academic success 	<p>Entire School</p>	<p><u>X ALL</u></p> <hr/> <p>OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify) _____ _____</p>	<p>Anticipated Expenses: \$538,000 for staffing</p> <p>Anticipated Source: LCFF, EPA</p>

<p>Ongoing professional development:</p> <ul style="list-style-type: none"> • Differentiated Instruction through KAGAN Cooperative Learning Models • Data Driven instructional approach • Providing support to EL learners 	<p>Entire School</p>	<p><u>X ALL</u></p> <hr style="border-top: 1px dashed black;"/> <p>OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____ _____</p>	<p>Anticipated Expenses: \$6000</p> <p>Anticipated Source: LCFF Supplemental Funding</p>
---	----------------------	---	--

LCAP Year 2: 2016-2017

<p>Expected Annual Measurable Outcomes:</p>	<p>Improve the percentage of students who perform at grade level in math to 43% using locally adopted benchmark testing Improve the percentage of students who perform at grade level in ELA to 68% using locally adopted benchmark testing Improve the percentage of unduplicated students performing at grade level in ELA and Math using locally adopted benchmark testing to 55% 57% of AP students will score at 3 or above on AP Exams according the AP Results via AP website</p>		
<p>Actions/Services</p>	<p>Scope of Service</p>	<p>Pupils to be served within identified scope of service</p>	<p>Budgeted Expenditures</p>
<p>Continued use and refinement of RTI process and School Pathways to identify and aggregate unduplicated student population</p>	<p>Entire School</p>	<p><u>X ALL</u> OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>Anticipated Expenses: Anticipated Expense: \$10,000 for School Pathways \$2000 for RTI/EL Stipend Anticipated Source: LCFF and Supplemental Funds</p>

<p>Continued auditing of instructional effectiveness through:</p> <ul style="list-style-type: none"> • Hiring <u>and retention</u> of fully credentialed educational staff and BCLAD EL program manager • Targeted educational credential for pupils taught • Scheduled and unscheduled teacher evaluations • Use of a standards based curriculum 	<p>Entire School</p>	<p><u>X ALL</u></p> <hr/> <p>OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>Anticipated Expenses: \$538,000 for staffing</p> <p>Anticipated Source: LCFF and EPA</p>
<p>Extend professional development to include:</p> <ul style="list-style-type: none"> • Differentiated Instruction/ Kagan Strategies • Data Driven instructional approaches and progress monitoring • Instructional support to EL learners 	<p>Entire School</p>	<p><u>X ALL</u></p> <hr/> <p>OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>Anticipated Expenses: \$6000</p> <p>Anticipated Source: LCFF and Supplemental Funding</p>
<p>LCAP Year 3: 2017-2018</p>			
<p>Expected Annual Measurable Outcomes:</p>	<p>Improve the percentage of students who perform at grade level in math to 46% using locally adopted benchmark testing Improve the percentage of students who perform at grade level in ELA to 71% using locally adopted benchmark testing Improve the percentage of unduplicated students performing at grade level in ELA and Math using locally adopted benchmark testing to 60% 60% of AP students will score at 3 or above on AP Exams according the AP Results via AP website</p>		
<p>Actions/Services</p>	<p>Scope of Service</p>	<p>Pupils to be served within identified scope of service</p>	<p>Budgeted Expenditures</p>

<p>Continued use and refinement of RTI process and School Pathways to identify and aggregate unduplicated student population</p>	<p>Entire School</p>	<p><u>X ALL</u></p> <hr/> <p>OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>Anticipated Expense: \$2000 for RTI Stipend \$10,000 for School Pathways Anticipated Source: LCFF and Supplemental Funds</p>
<p>Vigilant refinement for the:</p> <ul style="list-style-type: none"> • Hiring <u>and retention</u> of fully credentialed educational staff and BCLAD staff program manager • Targeted educational credential for pupils taught • Scheduled and unscheduled teacher evaluations • Use of a standards based curriculum 	<p>Entire School</p>	<p><u>X ALL</u></p> <hr/> <p>OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>Anticipated Expenses: \$538,000 for staffing Anticipated Source: LCFF and EPA</p>

<p>Continued professional development and extensions of topic covered</p>	<p>Entire School</p>	<p><u>X ALL</u> OR: __ Low Income pupils __ English Learners __ Foster Youth __ Redesignated fluent English proficient __ Other Subgroups:(Specify) _____</p>	<p>Anticipated Expenses: \$3000 Anticipated Source: LCFF</p>
---	----------------------	---	---

Annual Update

Annual Update Instructions: For each goal in the prior year LCAP, review the progress toward the expected annual outcome(s) based on, at a minimum, the required metrics pursuant to Education Code sections 52060 and 52066. The review must include an assessment of the effectiveness of the specific actions. Describe any changes to the actions or goals the LEA will take as a result of the review and assessment. In addition, review the applicability of each goal in the LCAP.

Guiding Questions:

- 1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 3) How have the actions/services addressed the identified needs and goals of specific school sites and were these actions/services effective in achieving the desired outcomes?
- 4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
- 5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
- 6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

Original GOAL from prior year LCAP:	Continue to attract and retain high quality staff		Related State and/or Local Priorities: 1X 2X 3__ 4__ 5X 6X 7X 8__ COE only: 9__ 10__ Local : Specify _____	
Goal Applies to:	Schools:	Silicon Valley Flex Academy		
	Applicable Pupil Subgroups:	All pupils		
Expected Annual Measurable Outcomes:	Documentation of teaching staff and credentialing. Documentation of teacher evaluation systems that includes a performance based pay metric. Professional development plan for supporting new and veteran staff.	Actual Annual Measurable Outcomes:	New administration found: 100% of required certification documentation 0% Performance based pay metric 0% Professional development plan for new and veteran staff	
LCAP Year: 2014-2015				
Planned Actions/Services		Actual Actions/Services		
	Budgeted Expenditures		Estimated Actual Annual Expenditures	

<p>Refine and update performance based pay evaluation system</p>	<p>Salaries budgeted to increase by 2% \$14,000 Benefit supplemented to increase. \$4,500 Anticipated Funding Sources: LCFF,EPA , Common Core Grant</p> <p>Anticipated Expenditures: \$5,000 for BTSA program through El Dorado County SELPA, \$1500 for training on Common Core instructional strategies</p>	<p>The new school leadership team is building on the initial attempts for a refined performance based pay evaluation system.</p> <p>Current evaluation system includes informal and formal evaluations by the Head of School using templates supplied by K12.</p>	<p>Salaries increased by 2% or more.</p> <p>BTSE expenditure \$4500</p> <p>Common Core Instructional Strategies through SELPA were not initiated \$0</p>
--	---	---	--

Scope of service:			Scope of service:		
<u>X ALL</u>			<u>X ALL</u>		
OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		See above	OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		LCFF and EPA
Make sure salaries and benefits remain competitive and that qualified teachers are recruited and retained			New administration and leadership team was able to improve average salaries for teachers by 15 %		
Scope of service:			Scope of service:		
<u>X ALL</u>			<u>X ALL</u>		
OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____			OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		

<p>Improve plan regarding the support of new teachers to the school</p>	<p>See above</p>	<p>New administration and leadership team began building on initial plans to support new teachers to the school. New team began training and support through mentorship and the acquisition of a staff support specialist.</p>	<p>Salary Total for support \$36,000 One full time non-exempt and one contract employee</p>
<p>What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?</p>	<p>As a result of reviewing the LCAP goals, the new administration team is securing staff that meets the goals of the new LCAP specifically addresses EL instruction. Professional development plans are centered on this new EL goal. Currently, we have retained most of our staff and participated in the SCCOE career fair successfully. The school will also hire a new academic dean to assist the Head of School in serving as the instructional leader and in the development of best practices at SVFLEX.</p>		

Original GOAL from prior year LCAP:	Student need access to high quality learning materials that are aligned and support CCSS		Related State and/or Local Priorities: 1X 2X 3__ 4X 5X 6__ 7X 8__ COE only: 9__ 10__ Local : Specify _____	
Goal Applies to:		Schools:	Silicon Valley Flex Academy	
		Applicable Pupil Subgroups:	All pupils	
Expected Annual Measurable Outcomes:	Materials and Inventory Report		Actual Annual Measurable Outcomes:	Material inventory report specific to CCSS has not been fully established. Curriculum is being supplemented by educators using CCSS standard to generate a gap analysis.
LCAP Year: 2014-2015				
Planned Actions/Services			Actual Actions/Services	
		Budgeted Expenditures	Estimated Actual Annual Expenditures	

<p>All students will have access to ELA and Math CCSS aligned materials</p>	<p>Purchase of Standards aligned materials including, print, digital and items to support hands on and project based learning. Estimated: \$16,000</p> <p>Funding Source: Common Core Funds LCFF and EPA funds</p>	<p>New Leadership Team has facilitated the gap analysis of the K12 curriculum and the current curriculum is supplemented to meet CCSS expectations.</p> <p>K12 is developing comprehensive CCSS curriculum that will be inaugurated 2016/2017.</p>	<p>These funds were not used this school year \$0</p>
<p>Scope of service:</p>		<p>Scope of service:</p>	
<p><u>X ALL</u></p>		<p><u>X ALL</u></p>	
<p>OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>		<p>OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>	

	See above		
Scope of service:		Scope of service:	
<u>X ALL</u>		<u>X ALL</u>	
OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	
	See above		
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	<p>As a result of reviewing the previous LCAP goal, SVFLEX will continue to hold credentialed staff accountable for the development of Crosswalks. These Crosswalks will be used to supplement instruction to better meet CCSS standards. SVFlex will also provide PD through the Bureau of Education on CCSS in math and reading.</p> <p>Supplemental Funding (MPP) Expenditure Change: In order for students to be successful, basic needs of FARM students must be met. SVFlex receives no Title I funding to support the Free and Reduced Lunch Program. We are using \$3,969.00 of Supplemental Funding for our 20 FARM students receiving this support.</p>		

<p>Original GOAL from prior year LCAP:</p>	<p>To use assessments to drive classroom instruction. SVFlex staff will identify and use pre/post formative, interim and summative assessments to measure student performance of CCSS standards.</p>		<p>Related State and/or Local Priorities: 1__ 2X 3X 4X 5X 6__ 7__ 8X COE only: 9__ 10__ Local : Specify _____</p>
<p>Goal Applies to:</p>	<p>Schools:</p>	<p>Silicon Valley Flex Academy</p>	
<p>Expected Annual Measurable Outcomes:</p>	<p>CAASP Benchmark Assessments</p>	<p>Actual Annual Measurable Outcomes:</p>	<p>At the time of developing this review, CAASP Assessments were not available. SVFLEX is using local benchmark assessments to monitor academic growth. Both Scantron and I-Ready is being used for this purpose.</p>
<p>LCAP Year: 2014-2015</p>			
<p>Planned Actions/Services</p>		<p>Actual Actions/Services</p>	
		<p>Budgeted Expenditures</p>	<p>Estimated Actual Annual Expenditures</p>

<p>Flex will continue to use Scantron and Study Island in grades 6-11 as well as mastery data from K12 curriculum to drive instruction.</p> <p>Benchmark assessments will be used to drive instruction and a data management tool to personalize the learning for students.</p>	<p>Purchase of benchmark assessment tools \$2500</p> <p>SchoolPathways \$5000</p> <p>Jupiter Grades \$1000</p> <p>Funding Source: Common Core Funds LCFF and funds</p>	<p>In addition to Scantron, SVFLEX is using I-Ready to benchmark and progress monitor.</p> <p>I-Ready is used to drive instruction and our Response to Intervention system.</p> <p>Students were benchmarked in the fall and spring of 2014/2015 school year.</p> <p>E-College and Engrade were used for reporting.</p>	<p>Scantron and I-Ready Benchmark were both used at a total estimated actual cost of \$9,156</p> <p>School Pathways Cost \$10,200</p> <p>Jupiter Grades was discontinued</p>
<p>Scope of service:</p>		<p>Scope of service:</p>	
<p><u>X ALL</u></p>		<p><u>X ALL</u></p>	
<p>OR:</p> <p><input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other</p> <p>Subgroups:(Specify) _____</p>		<p>OR:</p> <p><input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other</p> <p>Subgroups:(Specify) _____</p>	

<p>Flex staff will participate in professional development opportunities on using assessments and data to drive instruction and student achievement.</p> <p>Flex staff will also participate in PD on instructional strategies that support Smarter Balanced Assessments and interpreting the results.</p>	<p>Professional Development cost \$20,000</p> <p>Funding Source: Common Core Funds LCFF and EPA funds</p>	<p>Staff received PD on the use of I-Ready to drive instruction and our Response to Intervention system.</p> <p>PD for Smarter Balance centered on the use of Smarter Balance assessment practice questions. Formative data acquired was used to build student ability to successfully answer the more rigorous CCSS questions.</p>	<p>Actual Estimated Cost</p>
<p>Scope of service:</p> <p><u>X ALL</u></p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups:(Specify)_____</p>		<p>Scope of service:</p> <p><u>X ALL</u></p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other</p> <p>Subgroups:(Specify)_____</p>	

<p>Staff will share assessment and standards mastery data with parents through conferencing and ongoing communication.</p>	<p>Staff will purchase student data tool</p> <p>Funding Source: Common Core Funds LCFE and EPA funds</p>	<p>SVFlex staff did not purchased student data tools.</p> <p>I-Ready results were sent to all parents to review ELA and Math levels.</p> <p>Parent/teacher conferences were held in October to inform families of student progress. E-College and Engrade along with the Total View system were used to generate reports on academic progress.</p>
<p>What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?</p>	<p>As a result of reviewing the previous LCAP goal, the SVFlex staff has committed to the use of Scantron and I-Ready to drive instruction. I-Ready is used to tier students into Response to Intervention programs. The I-Ready uses prescriptive curriculum to improve academic achievement for all students. Students who are not significantly below continue to use Scantron as their prescriptive tool to improve academic achievement.</p> <p>Supplemental Funding (MPP) Expenditure Change: In addition to the cost of I-Ready at the indicated amount of \$9156.00, SVFlex expended \$10,200 for School Pathways. This system is purchased beyond the K12 foundational systems to aggregate and link all school data to the subgroups and unduplicated students at SVFlex. This is DDI process.</p>	

Original GOAL from prior year LCAP:	Increase the reading and/or mathematics proficiency of students below grade level		Related State and/or Local Priorities: 1X 2__ 3__ 4__ 5X 6__ 7X 8X COE only: 9__ 10__ Local : Specify _____	
Goal Applies to:	Schools:	Silicon Valley Flex Academy		
	Applicable Pupil Subgroups:	All subgroups		
Expected Annual Measurable Outcomes:	CAASP Benchmark Assessments Rubrics Data Analysis Tracking		Actual Annual Measurable Outcomes:	CAASP results were not available. Local benchmark assessments were used. Weekly data dashboards are used for both quantitative and qualitative data and tracking. No rubrics were implemented.
LCAP Year: 2014-2015				
Planned Actions/Services			Actual Actions/Services	
		Budgeted Expenditures	Estimated Actual Annual Expenditures	
Offer afterschool office hours for tutoring support		LCFF and General Fund	Every teacher has office hours. These hours are listed on the school website. In addition, all syllabi are posted for review. There no were additional costs associated with this activity \$0	
Scope of service:			Scope of service:	
<u>X ALL</u>			<u>X ALL</u>	

<p>OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>		<p>OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>	
<p>Designate EL coordinator to monitor student progress and administer LAS assessments</p> <p>Designate an RTI coordinator to identify, plan and manage interventions.</p>	<p>Expenditure for RTI and EL Coordinator stipend \$2000</p> <p>Funding Source: Common Core Funds LCFE and funds</p>	<p>The school established their RTI and EL coordinator at the indicated stipend amount.</p> <p>Currently, this is the same individual. SVFLEX plans to elevate the EL position to a program manager to develop a more comprehensive EL program that addresses the ELD standards with full fidelity.</p> <p>RTI program uses I-Ready to benchmark, progress monitor and provide a prescriptive intervention in math and/or reading.</p>	<p>Scheduled coordinator cost at \$2000</p>
<p>Scope of service:</p>		<p>Scope of service:</p>	
<p><u>X ALL</u></p>		<p><u>X ALL</u></p>	
<p>OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>		<p>OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>	

<p>Acquire supplementary resources to support mastery of foundational concepts</p> <p>Use data to drive intervention.</p>	<p>Funding Source: Common Core Funds LCFF and funds</p>	<p>I-Ready was purchased to supplement as an additional benchmark assessment along with Scantron.</p> <p>Data from benchmark testing is used to place students into our Response to Intervention model using a prescriptive intervention tool.</p>
<p>What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?</p>	<p>As a result of reviewing this LCAP goal, SVFLEX has moved to a more comprehensive model to address EL learners. In addition, SVFLEX seeks to use Reading Horizons to supplement the RTI model for EL learners. This program uses both online and direct instruction to meet California ELD standards. The RTI and EL positions will be delineated and the EL position will be elevated to a program manager position with an increase in yearly salary vs. a stipend.</p> <p><u>Supplemental (MPP) Funding Expenditure Change:</u> There were two credentialed staff working with our EL population. One individual served as the EL and RTI coordinator with the indicated stipend of \$2000. We also contracted with an EL Coordinator who administers all CELDT and assists with maintaining current records for all EL and Redesignated students. This contract cost was \$3,250.00.</p>	

Section 3: Use of Supplemental and Concentration Grant funds and Proportionality

A. In the box below, identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5).

Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496.

For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a school site in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district’s goals for unduplicated pupils in the state and any local priority areas. (See 5 CCR 15496(b) for guidance.)

Total amount of Supplemental and Concentration grant funds	\$51,793.00
<p>Should funding become available due to increase in unduplicated pupil funding, the following priorities would be maintained:</p> <ol style="list-style-type: none"> 1. Comprehensive EL program managed by a BCLAD certified educator. The program is based on ELD standards and includes both online interventions tools and direct instruction. 2. Comprehensive EL instructional support using both online resources with Reading Horizon and Direct Instruction. 3. Positive school culture using Restorative Justice Model. 4. Full implementation of RTI model to meet immediate academic deficits. Use of School Pathways to aggregate student population and monitor unduplicated student population RTI. 5. Full implementation of Individual Graduation Plans through concurrent enrollment with post-secondary schools. 	

- B. In the box below, identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a).

Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils.

2.39	%
------	---

1. Comprehensive EL program managed by a BCLAD certified educator. The program is based on ELD standards and includes both online interventions tools and direct instruction.

Justification: The EL program manager and EL Coordinator work together to provide data that drives the next action steps necessary for each EL student. EL programs must have designated staff to monitor program effectiveness. Early intervention as indicated by benchmark data delivers a more effective response to all academic needs.

The EL program manager and EL Coordinator develop professional development on site. The PD is dedicated to the ELD standards. KAGAN Cooperative Learning Strategies, “Through interactive structures, students are exposed to more functional language and have the opportunity to practice language more. Ideal for regular classroom teachers, ESL teachers, project directors, and coordinators.” (KAGAN Website, Accessed 6/2015)

2. Comprehensive EL instructional support using both online resources with Reading Horizon and Direct Instruction.

Justification: EL students must have a comprehensive program that maintains a balance of academic support during direct instruction and specialized pull-out instruction. Reading Horizons provides a prescriptive interface via computerized instruction. As a Blended Model, this is familiar to our students and will be an effective addition to our work towards reclassifying EL students.

3. Positive school culture using Restorative Justice Model.

Justification: Foster Youth, FARM and EL students will benefit from a positive school culture where they feel safe as continuously measured by parent and student surveys. After school activities, clubs and organizations contribute to an enriched school experience. Ongoing Advisory Programs will address the social/emotional needs of students especially those students whose challenges include language, financial or family dysfunction.

4. Full implementation of RTI model to meet immediate academic deficits.

Justification: The clear identification of student demographics using School Pathways will assist in attributing benchmark testing scores to subgroups to monitor the effectiveness of academic interventions provided by I-Ready. These tools along with a designated RTI coordinator to progress monitor students matures the academic growth of unduplicated students.

Additionally the data sets provided by School Pathways contribute data requirements used to progress monitor the entirety of the school site. Granular aggregation of data is essential for adjusting academic outcomes through instructional modifications.

5. Full implementation of Individual Graduation Plans through concurrent enrollment with post-secondary schools.

Justification: Low Income students will also benefit from a positive school culture along with graduation plans designed around college and career readiness. Focus on Career and Technical Education through dual enrollment will generate opportunities for post-secondary success, employment and improve cohort graduation rates.

NOTE: Authority cited: Sections 42238.07 and 52064, Education Code. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.5, 47606.5, 48926, 52052, 52060-52077, and 64001, Education Code; 20 U.S.C. Section 6312.



Accrediting Commission for Schools Western Association of Schools and Colleges

533 Airport Boulevard, Suite 200 • Burlingame, California 94010
(650) 696-1060 • Fax (650) 696-1867
mail@acs-wasc.org • www.acs-wasc.org

FRED VAN LEUVEN, ED.D.
EXECUTIVE DIRECTOR

MARILYN S. GEORGE, ED.D.
ASSOCIATE EXECUTIVE DIRECTOR

TO: Ms. Caroline Wood
Head of School
Silicon Valley Flex Academy
610 Jarvis Drive
Morgan Hill, CA 95037

FROM: Fred Van Leuven, Ed.D.
Executive Director

SUBJECT: Confirmation of ACS WASC Self-Study On-Site Visit Dates

DATE: September 9, 2015

We have received and processed your Confirmation of Scheduled Accreditation form. Your school will be using the document "ACS WASC/CDE Focus on Learning, 2015 Edition" for the accreditation visit that is scheduled to take place at your school during the 2015-2016 school year.

You will be advised of the name of the committee chair when one has been established. The chairperson may be called upon for advice concerning your accreditation self-study and visit.

The on-site visit to your school is scheduled for Monday, January 25, 2016 through Wednesday, January 27, 2016. Please inform our office immediately if you need to change the dates of your visit or wish to request a postponement. If a visiting team has already been assigned, a \$550.00 fee will be assessed for reconstituting the team.

You will have a 4-member Visiting Committee and need to make hotel/motel reservations for three nights (Sunday, Monday, and Tuesday nights) for the visit that is scheduled to take place January 25 through January 27, 2016.

It is the responsibility of the school to make and arrange for payment of the hotel rooms for the Visiting Committee. (Please see the attached letter and *ACS WASC Reimbursement Policy Implementation School Guidelines* for further explanation regarding this policy.)

We look forward to working with you, your staff, and students in the accreditation process.



Accrediting Commission for Schools Western Association of Schools and Colleges

533 Airport Boulevard, Suite 200 • Burlingame, California 94010

(650) 696-1060 • Fax (650) 696-1867

mail@acs-wasc.org • www.acs-wasc.org

FRED VAN LEUVEN, ED.D.
EXECUTIVE DIRECTOR

MARILYN S. GEORGE, ED.D.
ASSOCIATE EXECUTIVE DIRECTOR

January 2015

Dear Principals of California Schools Scheduled for a Full Self-Study Visit,

As you are aware, your school is scheduled to have an ACS WASC self-study visit. ACS WASC no longer sends invoices to schools for visiting team fees associated with self-study visits in California; it now is the responsibility of individually visited schools to reimburse members directly for costs associated with the full self-study visits: transportation, lodging, food, and other materials not directly provided or paid for by the visited school.

We anticipate that most schools will pre-pay hotel costs and directly cover most food expenses, thus avoiding the necessity of large check or cash reimbursements to individual team members. As stated in previous communications, we are encouraging each school to establish procedures with their districts or governing agencies well in advance of the actual visit to enable on-site reimbursements to visiting team members, or to guarantee a process that provides reimbursements in a timely manner.

Please stay in close communication with the ACS WASC chairperson regarding the arrangements for the visit. It is our expectation that members will be reimbursed—ideally on the last day of the visit—but no later than two weeks following the visit. ACS WASC will directly reimburse any member who has not received reimbursement from the visited school four weeks following the visit; the school will then be invoiced for these expenses plus a 15% administrative fee.

We have included a copy of the *ACS WASC Reimbursement Policy Implementation School Guidelines* handout for your use. This document can also be found in the “Recent ACS WASC News” tab on the “Welcome” page of the ACS WASC website at www.acs-wasc.org.

ACS WASC visits are staffed by a group of fellow educators who are volunteering their time; out-of-pocket expenses should be reimbursed as quickly as possible. It is our belief that the implementation of this policy will result in reduced costs and greater efficiencies for both schools and visiting teams.

Thank you again for your support of volunteers in the field, and for your assistance with this change.

Sincerely,

Fred Van Leuven, Ed.D.
Executive Director



ACS WASC Reimbursement Policy School Guidelines

Per the ACS WASC reimbursement policy, it is the responsibility of visited schools in California to reimburse ACS WASC Visiting Team Members directly for expenses associated with full self-study visits (including the one-day chair previsit): transportation, lodging, food, and other materials not directly provided by the visited school.

ACS WASC encourages each school to establish procedures with their districts or governing agencies that enable on-site reimbursement or guarantee a process that provides reimbursements to visiting team members within two weeks following an ACS WASC self-study visit. ACS WASC will directly reimburse members who have not received reimbursement from the visited school four weeks following the visit; the school will then be invoiced for these expenses plus a 15% administrative fee.

Schools might want to consider the following suggestions to facilitate this policy. ACS WASC visits are staffed by a group of fellow educators who are volunteering their time. We would like to ensure that they do not incur any financial hardships or out-of-pocket expenditures that are not quickly reimbursed while serving on an ACS WASC visiting team. Schools can reimburse ACS WASC team members directly without the need for any type of consulting agreement or consultant contract forms (1099 forms). Both the California County Superintendents Educational Services Association (CCSESA) and the School Services of California have opined that independent contractor/consultant agreements are unnecessary for educators engaged in ACS WASC visits, where only reimbursements of actual costs associated with visits are involved.

Accommodations — Visiting team chairs are required to conduct previsits for full self-study visits. This would be the appropriate time to discuss upcoming travel arrangements with the school. We encourage chairs to work with the school to secure appropriate accommodations that are within a reasonable distance to the school. The school, in collaboration with the visiting team chair, should consider costs in the selection of appropriate hotel or motel arrangements. Hotels which include breakfast might be a consideration. We anticipate that most schools will pre-pay hotel costs for the visiting teams.

Meals — Schools should work with the chair during the previsit to identify viable options for restaurants on Sunday, Monday, and Tuesday nights. Many schools have relationships with local restaurants that might result in reduced rates and/or direct billing to the school. Lunches on Monday, Tuesday, and Wednesday should be provided at the school in most cases. Cafeteria service is usually quite acceptable and catering special meals while at the school is discouraged.

Transportation — Schools will reimburse visiting team members for the mileage traveled in the course of the visit. In previous years, ACS WASC has used the standard mileage rate set by the Federal Government, currently set at 57.5 cents/mile for 2015, for reimbursement. This amount is subject to change and the current amount can be found on the IRS website at www.irs.gov. Contact your district or governing board for local regulations regarding mileage reimbursement rates.

Visit Materials, Computers, Meeting Rooms, Supplies, etc. — Materials associated with the visit (paper supplies, reprographic services, pencils, markers, etc.) should be provided to the team by the visited school. Although many visiting team members bring their own personal laptop computers to the visit, adequate computer equipment should be provided by the school if requested. Specifics regarding required equipment and materials should be reviewed with the Visiting team chair well in advance of the actual visit. The use of special meeting rooms in hotels is discouraged; teams should be allowed to remain at the school to do group work.

SILICON VALLEY FLEX ACADEMY



EMERGENCY RESPONSE PLAN

2015-2016 School Year

TABLE OF CONTENTS

I.	INTRODUCTION	
	A. INTRODUCTION.....	4
II.	BASIC PLAN	
	SITUATION AND ASSUMPTIONS.....	6
	COMMUNICATIONS.....	7
	A. EMERGENCY COMMUNICATIONS.....	7
	B. MEDIA RELATIONS.....	7
	C. EMERGENCY CONTACT NUMBERS.....	8
	SITE ASSIGNMENTS AND STAGING AREAS....	9
	EVACUATION CHECKLIST.....	10
	LOCKDOWN/SHELTER IN PLACE.....	11
	USING BUILDING AS SHELTER.....	12
	BUILDING MAPS.....	13
III.	PROCEDURES	
	A. ANIMALS.....	14
	B. ASSAULT/FIGHTS.....	15
	C. BOMB THREAT.....	16
	D. EARTHQUAKE.....	17
	E. FIRE.....	18
	F. GAS LEAK.....	19
	G. GENERAL EMERGENCY.....	20
	H. HAZARDOUS MATERIALS EVENT.....	21
	I. INTRUDER/HOSTAGE.....	22
	J. MEDIA.....	23
	K. RADIOLOGICAL EVENTS.....	24
	L. SERIOUS INJURY/DEATH.....	25
	M. SHELTERING PROCEDURES.....	26
	N. STAFF RESPONSIBILITIES.....	27
	O. STUDENT UNREST.....	28

P. SUICIDE.....	29
Q. TERRORIST EVENT.....	30
R. WEAPONS.....	31
S. WEATHER.....	32

IV. APPENDICES

A. BOMB THREAT CHECKLIST.....	33
B. FIRST AID.....	34
C. PUBLIC INFORMATION RELEASE.....	35
D. SCHOOL-PARENT LETTER.....	36
E. SITE STATUS REPORT.....	38
F. STUDENT ACCOUNTING FORM.....	39
G. UPDATE REPORT.....	40
H. STUDENT ROSTER.....	41
I. EMERGENCY RESPONSE DRILL LOG.....	42

I. INTRODUCTION

What is an Emergency?

- A. A duly proclaimed existence of conditions of disaster or extreme peril to the safety of persons or property caused by air pollution, fire, flood or floodwater, storm, epidemic, riot, earthquake, intruder or other causes. This may be beyond the control of the services, personnel, equipment and facilities of the site and or academy/program and require the combined efforts of the State or other political subdivisions. Academy/Program facilities must be prepared to respond to an emergency or traumatic event in an organized and timely manner so that students and staff can continue to function effectively without additional trauma or the development of additional emergencies.
- B. Academy/Program emergencies can be small and easily managed, or they can be large and difficult to manage. Every academy/program emergency must be managed in a way that ensures the safety of everyone involved. In order to provide a safe and secure teaching and learning environment, personnel must plan for the management of emergency events that cannot be predicted or prevented. This plan is designed to help you do that.

Purpose:

- A. To effectively handle an emergency, a comprehensive Emergency Operations Site Plan must be developed and an Emergency Response Team must be organized before an emergency occurs. Our program's Emergency Operations Plan must be organized and all staff members trained in order to effectively prepare for maximum safety, efficiency and communication in the event of an emergency.
- B. The Incident Command System (ICS) will be used to manage all emergencies that occur within the academy/program. We encourage the use of ICS to perform non-emergency tasks to promote familiarity with the system. All site personnel will be trained in ICS.
- C. Students and parents must also understand that contingency preparation and procedures are necessary and are conducted for their safety and well-being. An overview of the plan will be explained and distributed to parents.
- D. Planning, preparation, and training will help staff personnel learn the proper course of action in an emergency. This manual will provide step-by-step guidelines to help deal with emergencies that may occur. This manual cannot foresee all possible circumstances of an emergency. Staff must be prepared to evaluate all the circumstances and make sound judgments based on the situation. Staff will receive annual training in the emergency response plan.
- E. Drills will be conducted periodically to test the effectiveness of the plan. A debriefing shall be conducted after each drill to receive feedback from all participants on the effectiveness of the plan. Identified weaknesses will be addressed to strengthen the plan.
- F. Each classroom will be supplied with a Classroom Emergency Response Guide that provides instructions on how to respond to specific events as determined by site emergency planning committee.
- G. A copy of this plan will be filed with the academy/program office.

During a Disaster: Step by Step is Right Here

The greatest mistake administrators, teachers and staff make in crisis come from not knowing what steps to take and in what order in a given situation. Planning, training and drills will help prevent those mistakes. In a crisis it helps to know where to turn for help. This manual provides specific sequential steps to take. These steps are guidelines to inform you of the most likely steps to take. Some common incidents have been addressed to help you in an emergency. Each site must conduct It is critical to evaluate the circumstances and determine the most appropriate course of action.

II. BASIC PLAN

A. SITUATION AND ASSUMPTIONS

1. Situation

- a. The school is located at 610 Jarvis Drive, Morgan Hill, CA 95037. The school has approximately 350 students and approximately 30 staff members.
- b. The Head of School has the primary responsibility for developing and implementing the site Emergency Operations Plan. The Head of School has the responsibility of executing the policies developed by the academy/program.
- c. Site personnel and/or local fire and law enforcement agencies handle most emergencies on site.

2. Assumptions

- a. During an emergency, centralized direction and control utilizing an Incident Command System (ICS) is the most effective approach to management of emergency operations.
- b. In case of an emergency that is beyond the capabilities of the site to handle, site personnel will coordinate with local emergency response agencies. This may include having a member or members act as liaison with responding agencies.

B. FUNCTIONS and RESPONSIBILITIES

1. Management (overall policy and direction)

- **School Administrator:** The incident and/or disaster determines who will be the Incident Command Officer. Until the arrival of the Incident Command Officer, the site administrator is in charge.
- **Public Information Officer:** The administration may authorize and designate a trusted, well-trained individual to coordinate information being released to the press and make public announcements.
- **Safety Officer:** This person serves a liaison officer. He/she is the point of contact for assisting and cooperating with agency representatives (fire, law enforcement, Red Cross).

2. Planning/Intelligence (gather and assess information)

- **Instructional Staff:** Teachers, coaches, and other staff members can perform this function. These individuals must be able to use communication equipment, gather information in a timely manner and weight it for significance.

3. Operations (implement priorities established by the Incident Command Officer)

- **First Aid Coordinator:** Knows where all supplies are located, oversees first aid prior to paramedics' arrival, coordinates with paramedics.

4. Search and Accountability Coordinator: Accounts for everyone on site as quickly as possible. This person must have access to attendance records, visitor sign-in sheets, emergency data cards of students and any other information that will assist in accounting

for the school population. This person works closely with the Student Assembly, Shelter and Release Coordinator.

5. Student Assembly, Shelter and Release Coordinator: Oversees locations where students assemble, attends to their needs when providing shelter, oversees how parents receive students and the process for releasing students. This person works closely with the Search and Accountability Coordinator.
6. Grounds and Maintenance Coordinator: Knows layout of buildings and grounds, location of shut off valves and utility lines and is familiar with blueprints.
7. Food, Water and Supplies Coordinator: Oversees distribution of food, water and essential supplies throughout critical incident.
8. Traffic Safety Coordinator: Oversees transportation system.
9. Bi-Lingual Translator: Assists in communication in schools which have a significant number of students and parents who speak English as a second language.

C. COMMUNICATIONS

1. Emergency Communications

When an emergency condition exists, the Incident Commander, which is usually the Head of School, will notify the necessary personnel to respond to their area of assignment. The methods of communication listed below will be used. Notifications will be given in plain language. **Code words shall not be used.**

- a. Face to Face
- b. Walkie-Talkie
- c. Cell Phone
- d. Runners

2. Media Relations

The Head of School will be prepared to deal with the media. A separate staging location will be pre-identified for media briefings.

3. Emergency Contact Numbers

Public Safety Agencies	Number
General Emergency	911*
Police/Sheriff/Fire	911*
Poison Control	1-800-222-1222
Local Hospital – Saint Louise Regional Hospital 9400 No Name Uno Gilroy, CA 95020	(408) 848-2000
Academy/Program Contacts	Number
Head of School – Caroline Wood	985-788-3556
Business Operations – Noreen Romero	408-710-3342
Office Manager- Tami Toomire	408-666-8719
Academic Dean – Josh Joesten	408-828-8949
Lead Teacher –	
IT Manager –	
Building Manager – J.R. Romero	408-472-0276
Other Local Assistance:	

PRIMARY ROLES AND ASSIGNMENTS

On Site Locations and Staging Areas		
	Primary	Alternate
Incident Command Officer	Caroline Wood	Noreen Romero
Public Information Officer	Caroline Wood	Noreen Romero
Safety Officer	Noreen Romero	Josh Joesten
Planning and Intelligence	Josh Joesten	Caroline Wood
First Aid Coordinator	Michelle Kara	Noreen Romero
Search and Accountability Coordinator	Tami Toomire	Brenda Kinney
Student Assembly, Shelter and Release Coordinator	Cindy Chau	Sharon Stoner
Grounds and Maintenance Coordinator	Noreen Romero	CJ Scott
Food, Water and Supplies Coordinator	Amy Littler	Nancy Elvoid-Lee
Traffic Safety Coordinator	Josef Davis	Patrick Grover
Bi-Lingual Translator	Yvonne Diaz	David Harris

SUPPORT ROLES AND ASSIGNMENTS

POSITION	1 ST (Primary)	2 ND	3 rd
Incident Commander	Wood	Romero	Joesten
First Aid	Michelle Kara	Noreen Romero	
Search and Accountability	Tami Roomire	Brenda Kinney	Elisa Tonfack
Student Assembly, Shelter and Release	Cindy Chau	Sharon Stoner	
Food,Water and Supplies	Amy Littler	Nancy Elvoid-Lee	
Grounds and Maintenance	Noreen Romero	CJ Scott	Julianne Ahlin

Notes:

D. EVACUATION CHECKLIST

1. Evacuation

- Incident Commander (IC) issues evacuation procedures.
- Incident Commander determines if students and staff should be evacuated outside of building.
- Direct students and staff to follow evacuation drill procedures and route. Follow alternate route if normal route is too dangerous.
- Close all windows.
- Turn off lights, electrical equipment, gas, water faucets, air conditioning and heating system.
- Lock doors.

2. Teachers:

Direct students to follow normal evacuation drill procedures unless Incident Commander alters route.

- Take classroom roster and emergency kit.
- Close classroom doors and turn out lights.
- When outside building, account for all students. Inform Operations Assistant or Incident Commander immediately of missing student(s).
- If students are evacuated, stay with class unless relieved by buddy teacher. Take roll again when you arrive at the relocation center.

E. LOCKDOWN/SHELTER-IN-PLACE

Lock-down procedures may be issued in situations involving dangerous intruders or other incidents that may result in harm to persons inside school building.

- Incident Commander (IC) will issue lock-down order by announcing a warning over walkie talkies, sending a messenger throughout the school, other alternate method.
- Direct all students, staff and visitors into classrooms or secure rooms
- Move all persons away from windows and doors.
- Have all persons get down on the floor.
- Allow no one outside of classrooms until the Incident Commander gives the all-clear signal.

A duress code will be used to authenticate any all-clear signal

(This is a specific word or phrase that is used prior to giving the all clear signal that indicates to all staff that the person signaling the all clear is not being forced to do so by an intruder)

F. USING SCHOOL AS SHELTER

Reverse Evacuation/Shelter-in-place provides refuge for students, staff and public within buildings during an emergency. Shelters are located in areas that maximize the safety of inhabitants. Safe areas may change depending on the emergency. Be prepared to go into lockdown/shelter-in-place once inside.

- Identify safe areas in each building.
- Incident Commander notifies students and staff to assemble in safe areas. Bring all persons inside building(s).
- Teachers take class roster.
- Close all exterior doors and windows.
- Turn off any ventilation leading outdoors.
- Cover up food not in containers or put it in the refrigerator.
- If advised, cover mouth and nose with handkerchief, cloth, paper towels or tissues.
- Teachers should account for all students after arriving in the safe area.
- Office personnel must contact each teacher/classroom for a headcount.
- All persons must remain in safe areas until notified by Incident Commander or emergency responders.

G. BUILDING MAPS
Flex Academy Emergency Egress Drawings

ANIMALS

- ❑ Ensure the safety of students and staff first.
- ❑ Call **911**, if necessary.
- ❑ Notify CPR/first aid certified persons in school building of medical emergencies (names of CPR/first aid certified persons are listed in Disaster Team Members section).
- ❑ Notify Incident Commander. Incident Commander assembles Disaster Team Members.
- ❑ Seal off area if animal(s) still present.
- ❑ Incident Commander parents of students involved.
- ❑ Assess counseling needs of victim(s) or witness(s). Implement post-crisis procedures.

ASSAULT/FIGHTS

- ❑ Ensure the safety of students and staff first.
- ❑ Call **911**, if necessary.
- ❑ Notify CPR/first aid certified persons in school building of medical emergencies (names of CPR/first aid certified persons are listed in Crisis Team Members section).
- ❑ Notify Incident Commander. Incident Commander assembles Crisis Team Members.
- ❑ Seal off area where assault took place.
- ❑ Defuse situation, if possible.
- ❑ Head of School notifies police if weapon was used, victim has physical injury causing substantial pain or impairment of physical condition, or assault involved sexual contact (intentional touching of anus, breast, buttocks or genitalia of another person in a sexual manner without consent. This includes touching of those areas covered by clothing).
- ❑ Head of School or Incident Commander notifies parents of students involved in assault.
- ❑ Document all activities. Ask victim(s)/witness(es) for their account of incident.
- ❑ Assess counseling needs of victim(s) or witness(es). Implement post-crisis procedures.

BOMB THREAT

Upon receiving a message that a bomb has been planted in school:

- Use bomb threat checklist. (Page 33 of Emergency Response Plan)
- Ask where the bomb is located, when will the bomb go off, what materials are in the bomb, who is calling, why is caller doing this.
- Listen closely to caller's voice and speech patterns and to noises in background.
- After hanging up phone, immediately dial *69 to trace call.
- Notify Incident Commander or designee.
- Incident Commander orders evacuation of all persons inside school building(s).
- Incident Commander notifies police (call **911**) and Head of School or Incident Commander must report incident to police.

Evacuation procedures:

- Incident Commander warns students and staff. Do not mention "Bomb Threat". Use standard fire drill procedures.
- Direct students to take their belongings.
- Students and staff must be evacuated to a safe distance outside of school building(s). After consulting with Head of School, Incident Commander may move students to 500 feet from building.
- Teachers take roll after being evacuated.
- No one may re-enter the building(s) until fire or police personnel declare them safe.
- Incident Commander notifies students and staff of termination of emergency. Resume normal operations.

EARTHQUAKE

Inside School building

- Staff member implements action **“DROP – COVER AND HOLD”**
- Avoid areas with large areas of glass or heavy suspended light fixtures
- Implement Action **“LEAVE BUILDING”**
- Maintain control of students – **DO NOT RUN!!**
- Avoid touching electrical wires and metal objects such as chain link fences
- Render first aid as required
- Take roll. Hold up **“OK/NEED HELP”** sign
- Head of School will initiate Action “STAY OUT”. Do not return to buildings for any reason until they have been declared safe by authorized officials and the “ALL CLEAR” command is given.**
- Head of School will instruct custodians or other staff members to guard entrances so that no one re-enters the buildings.
- Head of School will initiate **“GO HOME”** action if warranted.

EARTHQUAKE

Outside School building

- Staff member implements action **“DROP – COVER AND HOLD”**
- The safest place is to stay in the open. **Stay there until the earthquake is over.**
- Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
- DO NOT RUN!**
- Avoid touching electrical wires and metal objects such as chain link fences
- Render first aid as required
- Take roll. Hold up **“OK/NEED HELP”** sign
- Head of School will initiate Action “STAY OUT”. Do not return to buildings for any reason until they have been declared safe by authorized officials and the “ALL CLEAR” command is given.**
- Head of School will instruct custodians or other staff members to guard entrances so that no one re-enters the buildings.
- Head of School will initiate **“GO HOME”** action if warranted.

FIRE

In the event a fire or smoke from a fire has been detected:

- Activate fire alarm.
- Evacuate students and staff to a safe distance outside of building.
- Follow normal fire drill route. Follow alternate route if normal route is too dangerous.
- Teachers take class roster.
- Incident Commander notifies police (call **911**) and Head of School. Incident Commander or Superintendent must report incident to Fire Marshal.
- Teachers take roll after being evacuated.
- No one may re-enter building(s) until entire building(s) is declared safe by fire or police personnel.
- Incident Commander notifies students and staff of termination of emergency. Resume normal operations.

GAS LEAK

If gas odor has been detected in the building:

- Evacuate students and staff to a safe distance outside of building.
- Follow normal fire drill route. Follow alternate route if normal route is too dangerous.
- Teachers take class roster.
- Incident Commander notifies police and fire (call **911**) and Head of School.
- Teachers take roll after being evacuated.
- No one may re-enter building(s) until fire or police personnel declare entire building(s) safe.
- Incident Commander notifies students and staff of termination of emergency. Resume normal operations.

If gas odor has been detected outside the building:

- Incident Commander notifies police and fire department (call **911**) and Head of School. Incident Commander or Head of School must report incident to Fire Marshal.
- Incident Commander determines whether to shelter in place or evacuate. Fire personnel will assist with decision.
- No one may re-enter building(s) until fire or police personnel declare entire building(s) safe.
- Incident Commander notifies students and staff of termination of emergency. Resume normal operations.

GENERAL EMERGENCY

- Notify **911** (if necessary) and the Incident Commander. Incident Commander notifies Head of School.
- Notify CPR/first aid certified persons in school building of medical emergencies, if necessary. Names of CPR/first aid certified persons are listed in Crisis Team Members section.
- Seal off high-risk area.
- Take charge of area until incident is contained or relieved.
- Assemble Crisis Team.
- Preserve evidence. Keep detailed notes of incident.
- Refer media to Jean Southland, Silicon Valley Flex Head of School

HAZARDOUS MATERIALS EVENT

Incident occurred in building:

- Call **9-1-1**
- Notify Incident Commander.
- Incident Commander notifies Head of School.
- Seal off area of leak/spill.
- Take charge of area until fire personnel contain incident.
- Fire officer in charge will recommend shelter or evacuation actions.
- Follow procedures for sheltering or evacuation.
- Notify parents if students are evacuated.
- Resume normal operations after consulting with fire officials.

Incident occurred near school property:

- Fire or police will notify Head of School.
- Fire officer in charge of scene will recommend shelter or evacuation actions.
- Follow procedures for sheltering or evacuation.
- Notify parents if students are evacuated.
- Resume normal operations after consulting with fire officials.

INTRUDER/HOSTAGE

Intruder- An unauthorized person who enters school property:

- Notify Incident Commander.
- Ask another staff person to accompany you before approaching guest/intruder.
- Politely greet guest/intruder and identify yourself.
- Ask guest/intruder the purpose of his/her visit.
- Inform guest/intruder that all visitors must register at the main office.
- If intruder's purpose is not legitimate, ask him/her to leave. Accompany intruder to exit.

If intruder refuses to leave:

- Warn intruder of consequences for staying on school property.
- Notify security or police and Incident Commander if intruder still refuses to leave. Give police full description of intruder. **(Keep intruder unaware of call for help if possible)**
- Walk away from intruder if he/she indicates a potential for violence. Be aware of intruder's actions at this time (where he/she is located in school, whether he/she is carrying a weapon or package, etc).
- Maintain visual contact with intruder from a safe distance.
- Incident Commander notifies Head of School and may issue lock-down procedures (see Lock-Down Procedures section).

Hostage:

- If hostage taker is unaware of your presence, do not intervene.
- Call **911** immediately. Give dispatcher details of situation; ask for assistance from hostage negotiation team.
- Seal off area near hostage scene.
- Notify Incident Commander.
- Incident Commander notifies Head of School..
- Give control of scene to police and hostage negotiation team.
- Keep detailed notes of events.

If taken hostage:

- Follow instructions of hostage taker.
- Try not to panic. Calm students if they are present.
- Treat the hostage taker as normally as possible.
- Be respectful to hostage taker.
- Ask permission to speak and do not argue or make suggestions.

MEDIA

All staff must refer media to site or Flex spokesperson.

Flex, Law Enforcement and Fire assume responsibility for issuing public statements during an emergency. (This responsibility shall be pre-determined during the planning process)

- Head of School serves as spokesperson unless he/she designates a spokesperson. If spokesperson is unavailable, an alternate assumes responsibilities.

Spokesperson Caroline Wood, Silicon Valley Flex Head of School (985)788-3556

Alternate spokesperson: TBD, Silicon Valley Flex Academic Administrator

During an emergency, adhere to the following procedures:

- Incident Commander or designee relays all factual information to Head of School.
- Head of School notifies other buildings and may ask school Public Information designee to prepare a written statement to media.
- Establish a media information center away from building.
- Update media regularly. **Do not say “No comment”.**
- Do not argue with media.
- Maintain log of all telephone inquiries. Use scripted response to respond to inquiries.

Media statement

- Create a general statement before an incident occurs. Adapt statement during crisis.
- Emphasize safety of students and staff first.
- Briefly describe plan for responding to emergency.
- Issue brief statement consisting only of the facts.
- Respect privacy of victim(s) and family of victim(s). **Do not release names to media.**
- Refrain from exaggerating or sensationalizing crisis.**

RADIOLOGICAL EVENT

Schools within 10-mile radius (x) Nuclear Station: Listen for 3 to 5 minute steady siren blast. This signals public to tune their radios to an Emergency Alert Station (EAS). Schools will be notified if radiological release requires protective actions. There are two basic protective actions: sheltering and evacuation.

Sheltering Notification:

- Bring all persons inside building(s).
- Close all exterior doors and windows.
- Turn off any ventilation leading outdoors.
- Cover up food not in containers or put it in the refrigerator.
- If advised, cover mouth and nose with handkerchief, cloth, paper towels or tissues.

Evacuation Notification:

- Incident Commander notifies students, staff and relocation center.
- Close all windows.
- Turn off lights, electrical equipment, gas, water faucets, air conditioning and heating system.
- Place evacuation sign in window.
- Lock doors.

Teacher responsibilities during evacuation:

- Return to homeroom or keep classes intact.
- Take roll.
- Explain procedures to students. Instruct students to take belongings.
- Wait in classroom until Incident Commander or designee informs teachers that buses have arrived.
- Take class roster.
- Take roll again after arriving at the relocation center.

SERIOUS INJURY/DEATH

If incident occurred in building:

- Call **911**.
- Notify CPR/first aid certified persons in school building of medical emergencies (names of CPR/first aid certified persons are listed in Crisis Team Members section).
- If possible, isolate affected student/staff member.
- Notify Incident Commander.
- Incident Commander notifies Head of School.
- Activate school crisis team. Designate staff person to accompany injured/ill person to hospital.
- Incident Commander notifies parent(s) or guardian(s) of affected student.
- Direct witness(es) to school psychologist/counselor. Contact parents if students are sent to psychologist/counselor.
- Determine method of notifying students, staff and parents.
- Refer media to Caroline Wood, Silicon Valley Flex Head of School

If incident occurred outside of building:

- Activate school crisis team.
- Notify staff before normal operating hours.
- Determine method of notifying students and parents. Announce availability of counseling services for those who need assistance.
- Refer media to Caroline Wood, Silicon Valley Flex Head of School

Post-crisis intervention:

- Meet with Academy staff to determine level of intervention for staff and students.
- Designate rooms as private counseling areas.
- Escort affected students, siblings, close friends, and other “highly stressed” students to counselors.
- Debrief all students and staff.
- Assess stress level of all students and staff.
- Recommend counseling to overly stressed students and staff.
- Follow-up with students and staff who received counseling.
- Designate staff person(s) to attend funeral.
- Allow for changes in normal routines or test schedules to address injury or death.

SHELTERING PROCEDURES

Sheltering provides refuge for students, staff and public within building during an emergency. Shelters are located in areas that maximize the safety of inhabitants. Safe areas may change depending on the emergency.

- Identify safe areas in each building.
- Incident Commander warns students and staff to assemble in safe areas. Bring all persons inside building(s).
- Teachers take class roster.
- Close all exterior doors and windows.
- Turn off any ventilation leading outdoors.
- Seal doors, windows, and vents with plastic sheets and duct tape.
- Cover up food not in containers or put it in the refrigerator.
- If advised, cover mouth and nose with handkerchief, cloth, paper towels or tissues.
- Teachers should account for all students after arriving in safe area.
- All persons must remain in safe areas until notified by Incident Commander or emergency responders.

STAFF RESPONSIBILITIES

Incident Commander or designee:

- Verify information.
- Identify Command Post.
- Call **9-911**
- Seal off high-risk area.
- Convene crisis team and implement crisis response procedures.
- Notify Head of School.
- Notify students and staff (depending on emergency; students may be notified by teachers).
- Evacuate students and staff if necessary.
- Refer media to Flex spokesperson (or designee).
- Notify community agencies (if necessary).
- Implement post-crisis procedures.
- Keep detailed notes of crisis event.

Teachers:

- Verify information.
- Lock classroom doors, unless evacuation orders are issued.
- Warn students, if advised.
- Account for all students.
- Stay with students during an evacuation. Take class roster.
- Refer media to Academy/Program spokesperson (or designee).
- Keep detailed notes of crisis event.

STUDENT UNREST

- Notify police, if necessary. (**dial 911**)
- Ensure the safety of students and staff first.
- Contain unrest. Seal off area of disturbance.
- Notify Incident Commander.
- Incident Commander notifies Head of School.
- Warn staff. Incident Commander may issue lock-down (see Lock-Down Procedures section).
- Shut off bells (if appropriate).
- Move students involved in disturbance to an isolated area.
- Meet with student representatives to address issues.
- Document incidents with cassette recorder or take detailed notes.

Teachers:

- Keep students calm.*
- Lock classroom doors.*
- Do not allow students to leave the classroom until you receive an all-clear signal from Incident Commander.*
- Make a list of students that are absent from classroom. Document all incidents.

SUICIDE

Suicide Attempt in School:

- Verify information.
- Call **911**.
- Notify Incident Commander
- Incident Commander notifies Head of School and parent(s) or guardian(s) if suicidal person is student. Incident Commander may schedule meeting with parents and psychologist/counselor to determine course of action.
- Calm suicidal person.
- Try to isolate suicidal person from other students.
- Ask suicidal person to sign a “no suicide contract”.
- Stay with person until counselor/suicide intervention arrives. **Do not leave suicidal person alone.**
- Determine method of notifying staff, students and parents. Hold daily staff debriefings before and after normal operating hours as needed.**
- Activate school crisis team to implement post-crisis intervention. Determine level of intervention.

Suicidal Death/Serious Injury:

- Verify information.
- Activate school crisis team.
- Incident Commander notifies Head of School.
- Notify staff in advance of next school day following suicide or attempted suicide.
- Determine method of notifying students and parents. Do not mention “suicide” or details about death in notification. Do not hold memorials or make death appear heroic. Protect privacy of family.
- Implement post-crisis intervention.

Post-crisis Intervention:

- Meet with school staff to determine level of intervention for staff and students.
- Designate rooms as private counseling areas.
- Escort siblings, close friends, and other “highly stressed” students to counselors.
- Assess stress level of staff. Recommend counseling to overly stressed staff.
- Refer media to Caroline Wood, Silicon Valley Flex Head of School **Do not let media question students or staff.**
- Follow-up with students and staff who received counseling. Resume normal routines as soon as possible.

TERRORIST EVENT

Weapons of mass destruction likely to be employed by terrorists fall into four basic categories: Nuclear, Biological, Chemical, and Conventional. The below outlined procedures will protect students and staff should such attacks occur.

Nuclear:

Defense against nuclear weapons depends primarily on distance from the point of detonation. If time permits:

- Move students and staff to specifically identified basement or lower level rooms. Interior hallways may be used as an alternate.
- Close all doors leading into hallways to minimize flying glass.
- All people assume the **duck, cover and hold** position on the ground.
- Shut down all utility systems to the building. (Gas and electricity are the priorities)
- Shelter in place to protect from fall out if attack is far enough away.
- Keep students and staff inside buildings. Allow parents to pick up their children at their own discretion once cleared to do so by public safety, emergency management, or military authorities

Biological:

Defense against biological attacks is difficult. Awareness of an attack is usually not possible for days or weeks. The first signs may emerge as personnel notice a higher than usual incidence of various symptoms. Should an attack be discovered while in progress the school should:

- Reverse-evacuate all people into school buildings.
- Shelter in place. **(Do not use basements or low lying areas)**
- Close all doors and windows.
- Shut down the HVAC system. (Limit airflow from outside)
- Seal doors, windows, and vents with plastic and duct tape.
- Keep students and staff inside buildings. Allow parents to pick up their children at their own discretion once cleared to do so by public safety, emergency management, or military authorities.

Chemical:

- Reverse-evacuate all people into school buildings.
- Shelter in place. **(Do not use basements or low lying areas)**
- Close all doors and windows.
- Shut down the HVAC system. (Limit airflow from outside)
- Seal doors, windows, and vents with plastic and duct tape.
- Be prepared to treat students and staff who experience a reaction to the chemical agent.
- The decision to evacuate should be made after consulting with public safety, emergency management, or military authorities.

Conventional:

The danger from the blast effect of conventional explosive devices is similar to nuclear devices with a higher rate of survivability. If responding to the threat of a imminent blast nearby:

- Move students and staff to specifically identified basement or lower level rooms. Interior hallways may be used as an alternate.
- Close all doors leading into hallways to minimize flying glass.
- All people assume the *duck, cover, and hold* position on the ground.
- Shut down all utility systems to the building. (Gas and electricity are the priorities)
- Shelter in place to protect from fall out if attack is far enough away.
- Keep students and staff inside buildings. Allow parents to pick up their children at their own discretion once cleared to do so by public safety, emergency management or military authorities

If the school is the target:

- Evacuate to pre designated off site location(s)

WEAPONS

- Call police if a weapon is suspected to be in school.
- Ask another administrator to join you in questioning suspected student or staff member.
- Accompany suspect to private office to wait for police.
- Conduct search with police.
- Inform suspect of his/her rights and why you are conducting search.
- Keep detailed notes of all events and why search was conducted.
- Notify parent(s) or guardian(s) if suspect is a student. Explain why search was conducted and results of the search.
- If suspect threatens you with a weapon, do not try to disarm them. Back away with your arms up. Remain calm.

WEATHER

***Severe Weather Watch* has been issued in an area near school**

- Monitor Emergency Alert Stations (see EAS section) or NOAA Weather Stations (National Weather Service, Weather Channel).
- Bring all persons inside building(s).
- Close windows and blinds.
- Review severe weather drill procedures and location of safe areas. Severe weather safe areas are under desks and in hallways away from windows and large rooms.
- Review “drop, cover and hold” procedures with students.

***Severe Weather Warning* has been issued in an area near school or severe weather has been spotted near school**

- Shut off gas.
- Move students and staff to safe areas.
- Remind teachers to take class rosters.
- Ensure that students are in “drop, cover and hold” positions.
- Account for all students.
- Remain in safe area until warning expires or until emergency personnel have issued an all-clear signal.

BOMB THREAT CHECKLIST

Description Detail Report

Questions to ask:

- 1) When is the bomb going to explode?
- 2) Where is it right now?
- 3) What does it look like?
- 4) What kind of bomb is it?
- 5) What will cause it to explode?
- 6) Did you place the bomb?
- 7) Why?
- 8) What is your address?
- 9) What is your name?

Exact wording of the threat: _____

Sex of Caller: _____ Race: _____

Length of call: _____ Age: _____

Date: _____ Time: _____

Number at which call was received: _____

Notes:

Callers Voice - Circle as applicable:

- | | |
|------------|-------------------|
| • Calm | • Nasal |
| • Angry | • Stutter |
| • Excited | • Lisp |
| • Slow | • Raspy |
| • Rapid | • Deep |
| • Soft | • Ragged |
| • Loud | • Clearing Throat |
| • Laughter | • Deep Breathing |
| • Crying | • Cracked Voice |
| • Normal | • Disguised |
| • Distinct | • Accent |
| • Slurred | • Familiar |

If voice is familiar, whom did it sound like?

Background Sounds:

- | | |
|-----------------|---------------------|
| • Street Noises | • Factory Machinery |
| • Animal Noises | • Voices |
| • Clear | • PA System |
| • Static | • Local Call |
| • Music | • Long Distance |
| • House Noises | • Phone Booth |
| • Motor | • Office Machinery |
| • Other _____ | |

Threat Language:

- Well Spoken (educated)
- Incoherent
- Foul
- Irrational by threat maker
- Taped
- Message read

Remarks: _____

Notice of First Aid Care

DATE: _____

BUILDING: _____

Dear Parent:

_____ was injured at building site and has been given first aid. If you feel further care is necessary, please consult your family physician.

Destination: (If not presently on site)

Transporting Agency: (if not presently on site)

Time: _____

Remarks:

Please sign and return one copy to school. Retain a copy for your records.

PARENT'S SIGNATURE

ACAD/PROG REPRESENTATIVE'S SIGNATURE

Note: 1 copy goes home with student
1 copy stays with teacher or medical treatment team records

Public Information Release

Check () as appropriate: Academy/Program _____ Specific Site _____

Date: _____ Time: _____

NOTE: If this is used as a script, read only those items checked. Make no other comments.

(Check off, fill in, and cross off as appropriate.)

_____ has just experienced a(n) _____

- The (students/employees) [(are being) or (have been)] accounted for.
- No further information is available at this time.
- Emergency medical services [(are here) or (are on the way) or (are not available to us)].
- Police [(are here) or (are on the way) or (are not available to us)].
- Fire Dept./paramedics [(are here) or (are on the way) or (are not available to us)].
- _____ [(are here) or (are on the way) or (are not available to us)].
- Communication center(s) for parents (is/are) being set up at _____ to answer questions about individual students.
- Communication center(s) for families (is/are) being set up at _____ to answer questions about individual employees.
- Injuries have been reported at _____ and are being treated at the site by (staff/professional medical responders). (#) _____ reported injured.
- Students have been taken to a safe area, _____, and are with [(classroom teachers/staff) or (_____)].
- (#) Students have been taken to the local emergency room for treatment of serious injury. Parents of injured students should go to the emergency room at _____
- (#) Confirmed deaths have been reported at _____ Names cannot be released until families have been notified.
- Structural damage has been reported at the following sites: _____ .

Release restrictions No Yes
If yes, what?

Released to the public as Public Information Release # _____
Date/Time: _____

Sample School-Parent Letter

[Date]

Dear Parents:

Should an emergency or disaster situation ever arise in our area while meeting is in session, we want you to be aware that the FLEX ACADEMY has made preparations to respond effectively to such situations. In fact, public programs in California are built to meet stringent construction standards and they may be safer than your own home in the event of a disaster.

Should we have a major disaster during meeting hours, your student(s) will be cared for at this site. Our Academy has a detailed disaster plan which has been formulated to respond to a major catastrophe.

Your cooperation is necessary in any emergency.

1. Do not telephone the site. Telephone lines may be needed for emergency communication.
2. In the event of a serious emergency, students will be kept at the site until they are picked up by an identified, responsible adult who has been identified as such on an Academy emergency card which is required to be filled out by parents at the beginning of every school year. Please be sure you consider the following criteria when you authorize another person to pick up your child at school:
 - He/she is 18 years of age or older.
 - He/she is usually home during the day.
 - He/she could walk to school, if necessary.
 - He/she is known to your child.
 - He/she is both aware and able to assume this responsibility.
3. Turn your radio to [radio stations] for emergency announcements. If students are to be kept at site, radio stations will be notified.
4. Impress upon your children the need for them to follow the directions of any academy personnel in times of an emergency.

Students will be released only to parents and persons identified on the Flex Academy Emergency Card. During an extreme emergency, students will be released at designated reunion gates located on the site campuses. Parents should become familiar with the Emergency Disaster Plan and be patient and understanding with the student release process. Please instruct your student to remain at school until you or a designee arrives. Because local telephone service may be disrupted, also list an out-of-State contact on the emergency card, as calls may still be made out of the area while incoming calls are affected.

Sample Academy/Program-Parent Letter (Continued)

The decision to keep students at site will be based upon whether or not streets in the area are open.

In case of a hazardous release event (chemical spill) near the site area, Shelter-in-Place procedures will be implemented to provide in place protection. All students and staff will clear the fields, report to their rooms and all efforts will be made to prevent outside air from entering classrooms during the emergency. "Shelter-in-Place" signs will be placed in classroom windows or hung outside classroom doors during a drill or emergency. Students arriving at site during a Shelter-in-Place drill or event should report to the office or to a previously designated area at the site because classrooms will be inaccessible. When the dangerous incident has subsided, an all-clear signal will be given.

Please discuss these matters with your immediate family. Planning ahead will help alleviate concern during emergencies.

Sincerely,

Site Status Report

TO: _____ FROM: (name) _____ LOCATION: _____

DATE: _____ TIME: _____ PERSON IN CHARGE AT SITE: _____

Message via: 2-way Radio _____ Telephone _____ Messenger _____

EMPLOYEE/STUDENT STATUS

	Absent	Injured	# Sent to Hosp./med	Dead	Missing	Unaccounted for (Away from site)	# Released To parents	# Being supervised
Students								
Site Staff								
Others								

STRUCTURAL DAMAGE Check damage/problem and indicate location(s).

Check ✓	Damage/Problem	Location(s)
	Gas leak	
	Water leak	
	Fire	
	Electrical	
	Communications	
	Heating/cooling	
	Other (list):	

MESSAGE: (include kind of immediate assistance required; can you hold out without assistance/how long? overall condition of campus, neighborhood & street conditions; outside agencies on campus & actions; names of injured, dead, missing and accounted for ASAP)

Student Accounting Form

Room No: _____ Date: _____

Enrolled per register: _____ Reported by: _____

Not in meeting today: _____ Received by: _____

Present now: _____

1. Students or classroom volunteers elsewhere (off campus, left in room, other location, etc.)

Name	Location	Problem
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Students on playground needing more first aid than you can handle:

Name	Location	Problem
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Additional comments: (report fire, gas/water leaks, blocked exits, structural damage, etc.)

Update Report

Name _____ Time _____
_____ # children remaining at site
_____ # staff members remaining to care for children
_____ Assistance required: _____ water _____ food _____ blankets _____ # people to help

Update Report

Name _____ Time _____
_____ # children remaining at site
_____ # staff members remaining to care for children
_____ Assistance required: _____ water _____ food _____ blankets _____ # people to help

Update Report

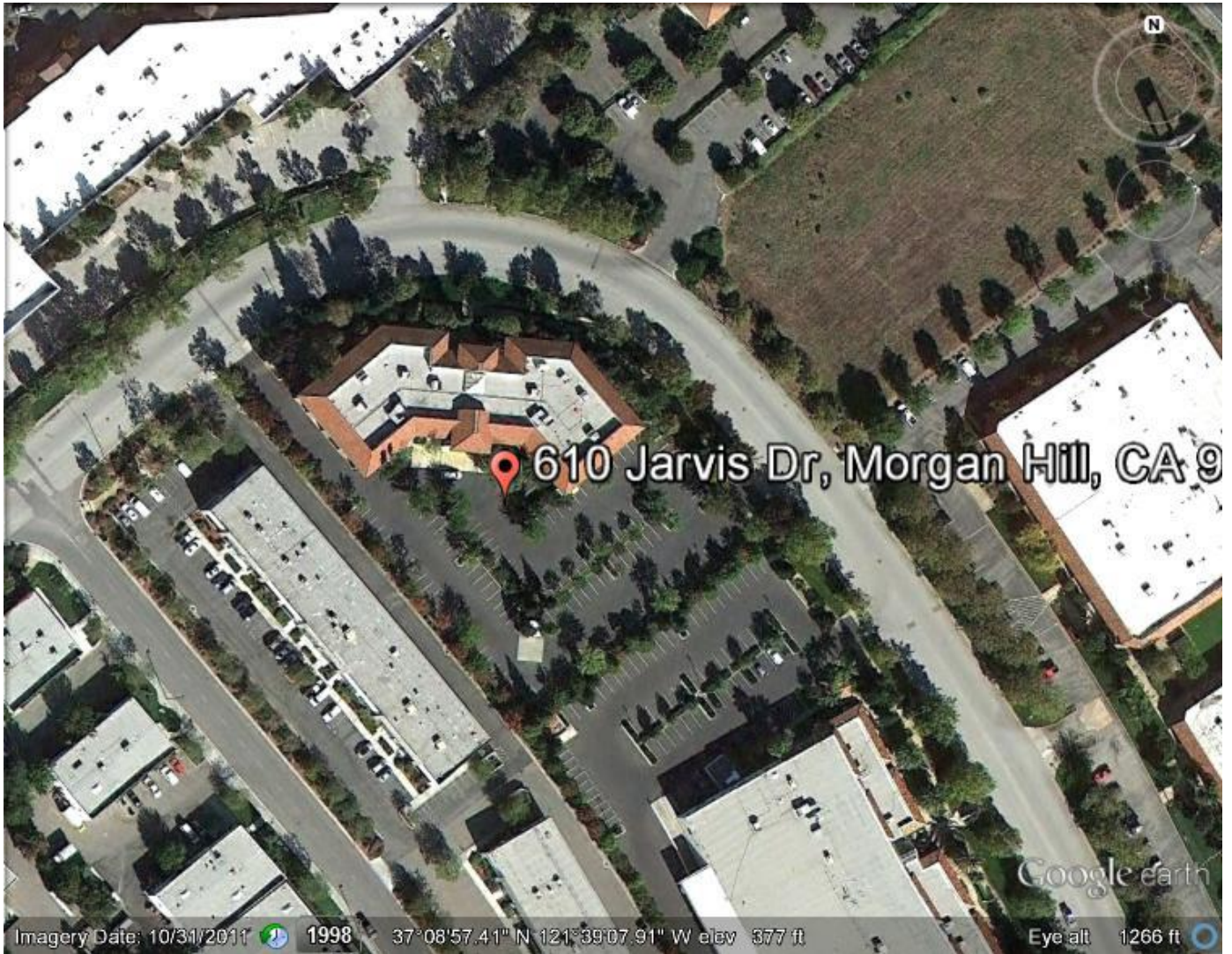
Name _____ Time _____
_____ # children remaining at site
_____ # staff members remaining to care for children
_____ Assistance required: _____ water _____ food _____ blankets _____ # people to help

Update Report

Name _____ Time _____
_____ # children remaining at site
_____ # staff members remaining to care for children
_____ Assistance required: _____ water _____ food _____ blankets _____ # people to help

Silicon Valley Flex Academy
Class Roster as of August 2015

(See attached Roster)



Enrollment Contract

Enrollment Contract and Acknowledgement of Expectations

All parents are responsible for reading and signing this document in order to complete the enrollment process and begin school at Silicon Valley Flex Academy. A signature below signifies your compliance with the statements outlined in this contract.

Please check the box to accept each of the following statements:

- I understand that as the legal guardian, both my child and I will be required to follow all policies outlined in the Silicon Valley Flex Academy Handbook.**
- I understand I have chosen a public school to enroll my child that has attendance requirements, which we are expected to meet on a daily basis. Failure to attend school will result in a truancy process.**
- I understand that my child will be expected to attend school at the designated Silicon Valley Flex Facility five days per week and not doing so we will be required to start to the truancy process. A student who reaches ten days of absence will be notified to attend an Attendance Hearing.**
- I understand if my child is absent, it is my responsibility to contact the main office immediately to provide them with a “valid” reason for the absence.**
- I understand my child will be required to complete rigorous coursework in an online curriculum and in class on a daily basis.**
- I understand that enrolling in SV Flex, it includes my student’s participation in all local and state testing assessments and initiatives (CASSP, Scantron, I-Ready, etc...)**
- I understand that there will be required times throughout the week for my child to participate in online teacher-led instructional activities.**
- I understand that I may be required to participate in conferences with my child’s teachers or coaches.**
- I understand that it is my responsibility to arrange for transportation to and from the school for my child.**
- I understand that the Silicon Valley Flex Academy has high expectations of students and families and that we will need to comply with all rules and guidelines of the SV Flex Academy.**
- I understand my student is expected to follow the Student Code of Conduct and will be subject to consequences for any discipline related issues.**
- I understand my student will have access to the internet and school-supplied computer equipment during the day that is school property. Any damage done to school property will result in consequences according to school policies and the code of conduct.**

I _____, (print parent/guardian name) sign and agree to the terms outlined in the SV Flex Enrollment Contract.

(Parent/Guardian Signature)

Date

(Print Student(s) Name(s))

Date

Student Acceptable Use Agreement

I, _____ (print) the parent of _____ (student printed name)

agree to allow my child to have access to the Internet through the SV FLEX system. I have read and agree to the SV FLEX Acceptable Use Policy for Internet access, and to be responsible for the behavior of my child. I understand SV FLEX cannot guarantee the accuracy or appropriateness of information or material that my child may encounter on the Internet.

I shall not hold SV FLEX responsible for materials acquired by my child on the system, for violations of copyright restrictions, users' mistakes or any costs incurred by my child.

I understand that the following is a non-exhaustive list of activities that will not be tolerated, and that violations may result in disciplinary and/or legal action:

- using obscene, profane, lewd, vulgar, rude, inflammatory, hateful, threatening or disrespectful language;
- engaging in "cyberbullying" as this term is defined and described in the SV FLEX Student Acceptable Use Policy;
- violating copyright laws;
- using another person's account and password;
- deliberately engaging in activities that disrupt or harm hardware or systems, interfere with computer or network performance, interfere with another's ability to use equipment and systems, or destroy data; or
- Knowingly or recklessly taking action that threatens the security of the SV FLEX system.

Parent or Guardian Signature

Date

FAMILY AND STUDENT HANDBOOK



2015-2016

Table of Contents

Introduction.....	7
-------------------	---

What is Silicon Valley Flex Academy?	7
SV Flex Mission Statement	7
SV Flex Board of Directors	7
Administrators, Teachers, & Staff	7
Instructional Support Teachers	8
School Policies	8
Attendance Policy.....	8
Truancy	8
Tardiness	8
Excused Absences	9
SCHOOL PROCEDURES, & EXPECTATIONS	9
Unexcused Absences	9
Withdrawal Process	10
STUDENT Basic Checklist for Success	11
Student Drop Off & Pick-Up Procedures.....	11
Campus Hours.....	12
Transportation.....	12
Visitors.....	12
Volunteers	12
Student Behavior & Expectations	12
Student Code of Conduct/Discipline	13
Dress Code	13
Care for Students with Allergies and Sensitivities	13
Field Trips and School Events.....	14
Student ID's.....	14
Cell Phone Use.....	14
Supplies.....	14
Maintain Current Contact Information	14
Check K-mail.....	14
Monitor Student Progress	14
K12 Curriculum Materials & Computer Hardware	15

Computer Use	15
Student Indemnification Provision.....	15
Program and Services	19
English Language Learners Services (ELL).....	19
Special Education and 504 Services.....	19
Response to Intervention (RtI)	20
Guidance Counseling	20
Advisory Program	20
Middle School Courses and Requirements	22
K ¹² Curriculum.....	22
The Online School (OLS).....	22
Study Island.....	23
Middle School Course Progress and Grades	23
Course Progress.....	23
Pacing Guidelines	24
Progress Chart for Late Starters.....	24
Progress Reports.....	24
Semester Report Cards	24
Middle School Grade Calculation.....	25
Middle School Promotion Requirements.....	26
Mid-Year Course Promotions	26
Year End Course Promotions	26
8th Grade Promotion Requirements	27
High School Courses and Requirements	28
K ¹² Curriculum.....	28
Honors and AP® Courses.....	28
Course Placement	29
The Online School (OLS).....	29
Study Island.....	29
Learning Management System (LMS)	30
High School Grades and Graduation Requirements.....	31

Midterm Grades & Report Cards	31
Final Exams	31
Academic Probation.....	31
Graduation Plan.....	32
High School Graduation Requirements	32
High School Grade Level Promotion & Retention.....	32
Opportunity for the Recovery of Credits for On time Graduation	33
Repeating Classes	33
Withdrawal from Classes.....	33
Community Service	34
Participation in High School Graduation Ceremony	34
Testing Requirements	36
California High School Exit Exam	36
State Standardized Testing.....	36
Scantron Performance Series Assessment/ I-Ready Testing Series	37
Academic Integrity Policy	37
Plagiarism & Source Citation.....	38
Communicating and Getting Support.....	39
Teachers	39
Academic Coaches	39
Advisory Leader.....	39
My Info	39
Online Parent Resources.....	39
OLS Help Section.....	40
Parent Teacher Organization (PTO).....	40
Confidentiality	40
HANDBOOK APPENDIX	41
Student Code of Conduct	42
Rights and Responsibilities.....	42
Video Monitoring	44
Search and Seizure Policy	44

Corporal Punishment	46
Community Service	46
Recess Restriction/Lunch Detention	46
Saturday School	46
School Rules and General Behavior Standards.....	46
School and Personal Property.....	47
Prohibited Activities	48
Use of Electronic Devices	48
Harassment	48
A. Sexual Harassment.....	48
B. Sexual Orientation/Gender Identity Harassment	49
C. Racial Harassment	49
D. National Origins Harassment	49
E. Disability Harassment	49
F. Religious Harassment.....	49
Bullying Prevention	49
Uniform Complaint Procedures	50
Suspension/Expulsion	50
Grounds for Suspension and Expulsion of Students.....	51
Suspension Offenses	51
Suspension Procedures	53
Expellable Offenses	54
Authority to Expel	55
Expulsion Procedures.....	55
Students with Disabilities	57
Enrollment Contract.....	61
Student Acceptable Use Agreement.....	63
Withdrawal Authorization Form.....	64

Introduction

This handbook outlines the day-to-day policies and procedures of Silicon Valley Flex Academy (SV Flex”). The information contained in this handbook is vital to help students succeed. SV FLEX requires that all students and their parents or guardians read through this handbook and become familiar with its contents. The handbook will be reviewed during student meetings and during various parent meetings. For questions about the contents of this handbook please contact SV Flex staff. This handbook may be revised at any time. Parents and students will be notified when changes occur. Students and parents are responsible for reading the handbook and will be held to the board approved policies.

The handbook is divided into sections to make it easier to find information throughout the school year. Use the “Table of Contents” on the previous page to help navigate this handbook quickly and efficiently.

The “I Understand and Agree Statement” in the Appendix of this document needs to be signed by a parent/guardian and student and turned in within the first weeks of school.

What is Silicon Valley Flex Academy?

SV Flex is a public charter school held by Flex Public Schools, a California public benefit nonprofit corporation and operated by contract by K12, Inc. The charter was authorized and approved by the Santa Clara County Office of Education. Visit our school website at: www.svflex.org for more information.

SV Flex represents a model of “blended” instruction, combining the best attributes of online education with the best attributes of traditional brick and mortar schools.

This, innovative model of education is ideally adapted to the needs of middle and high school students. The school has a specific pedagogical design to meet the needs of many types of learners and a supervisorial model designed to meet both students’ developmental needs for support and at the same time their growing independence.

SV Flex Mission Statement

Silicon Valley Flex Academy students will be prepared to be successful in college, a career, and to thrive in a diverse community.

SV Flex Board of Directors

SV Flex is governed by Flex Public Schools’ board of dedicated volunteers, referred to as the “Board” or “Board of Trustees.” The Board determines policy for the school and upholds the mission and vision of the school. As a collective, they have fiduciary responsibility for the school, hold K12 accountable, and provide governance for the school. They welcome the input of students and families and all meetings are open to the community.

SV Flex families are welcome to attend the meetings. All meeting dates, agendas, and approved minutes are available on the SV Flex website.

Administrators, Teachers, & Staff

SV Flex is composed of skilled, dedicated, and motivated administrators, teachers, and staff members. All SV Flex teachers are California state-certified teachers. As a team, SV Flex staff members work to empower students to flourish by providing effective and data-driven instruction to support students and parents.

Instructional Support Teachers

Outside of the classroom teachers, there are teachers who work and interact with students taking High School courses.. Some of those individuals are IST teachers and the guidance counselor. Students also may work with other K¹² teachers across the country. This allows our students to take advantage of a variety of additional course offerings and receive instruction from highly-qualified teachers who have experience in their content areas. The Guidance Counselor serves as high school students' liaison to these teachers and should be high school students' first and immediate point of contact for any questions or concerns regarding these teachers.

IST courses use certified teachers and as such these teachers have clear expectations for attendance to Black Board Connect sessions, grading policies and late work policies. Students are required to read and answer all KMAIL from the IST instructor just as they would a teacher on campus.

School Policies

Policies and procedures are an important part of any school because they help set the tone for the school year and provide parents and students with an understanding of how the school functions and what is required in order to have a successful year at SV Flex. Students and Parents are expected to read the following important procedures and policies carefully to better understand the expectations of attending the SV Flex.

Attendance Policy

Attendance is mandatory at school five days a week, from 7:45am – 2:45pm for Middle School and 8:00 am – 3:15pm for High School, except on school holidays or early release days. SV Flex is a public school and only receives funding on the days that students attend school. Students will be expected to make up any missed work. Parents of absent students will receive an auto-dial call by 9:30 A.M. and again by 6:30 P.M. Parents of tardy students will receive an auto-dial call by 9:30 A.M. To be successful in our academic program students need to attend school daily and on-time.

Truancy

The state of California by law requires school attendance for all children between the ages of 6 and 18 years of age. Attendance applies to SV Flex students in the form of regular attendance at the school building. Such participation is documented by daily attendance at the school and in evidence of work in the OLS or LMS.

A student in California and at Silicon Valley Flex Academy is considered truant when:

- They are absent from school without a valid excuse for three full days in one school year or tardy or absent for more than 30-minutes during the school day without a valid excuse on three occasions in one school year, or any combination thereof, is a truant and shall be reported to the attendance coordinator or the Head of School.

Tardiness

In the event a student arrives late to school, they must first check in at the front desk to obtain a tardy pass so they can be properly admitted to class. Tardiness is only excused if a student has a medical, dental, legal appointment (and brings note from the appointment), or if there has been a death or illness in the family.

Number of Unexcused Tardies	Consequence
One (1)	Automated call home to notify parents/guardians
Three (3)	Official notice from the School
Ten (10)	Conference with parent/guardian and other appropriate person to develop an attendance improvement plan

Except for violations which subject the student to mandatory suspension or expulsion, the school may also impose sanctions other than out-of-school suspensions, to address students who are chronically tardy or may be at risk of becoming chronic truants. Those sanctions may include: in-school detention; before- or after-school detention; and truancy violation/prevention workshops. Students will not be sent home or refused admission to school due to tardiness.

Excused Absences

If your child will be absent for any reason, please call the Attendance Line at (408) 659-8088, and select option 5 and leave a message. When leaving a message, please include your child's name, grade, date of absence, reason for the absence, relationship to the student and phone number. Absences must be cleared within 72 hours or the absence will be considered unexcused. If your child comes down with a contagious illness, please notify the office immediately.

SCHOOL PROCEDURES, & EXPECTATIONS

Parents and/or Learning Coaches are expected to read the following important school basics and procedures carefully to better understand the expectations of attending the Silicon Valley Flex Academy. Please contact your teacher or the Academic Administrator if you have any additional questions about the various topics below.

Attendance

All reasonable efforts should be made by families to ensure that students are in school each and every day. There are times when a child is unable to attend school. There are particular absences that are viewed as excused or unexcused as well as what is considered tardy. See the descriptions below. If there are additional questions, please contact the school's main office.

Excused Absences

If your child will be absent for any reason, please call the Attendance Line at (408) 659-8088, and select option 5 and leave a message. When leaving a message, please include your child's name, grade, date of absence, reason for the absence, relationship to the student and phone number. Absences must be cleared within 72 hours or the absence will be considered unexcused. If your child comes down with a contagious illness, please notify the office immediately.

Only the following will be considered a "valid" cause for an absence:

- Illness(more than three consecutive days will require a note from physician)
- Observance of a religious holiday
- Death in the immediate family member Family emergency
- Homelessness

Unexcused Absences

Absences for reasons other than those above will be considered unexcused absence.

Consequences for unexcused absences are detailed below. Students with excessive unexcused absences are at risk for academic failure and not receiving credit for their courses. Families will receive Truancy Letters beginning with the third unexcused absence.

Pursuant to Education Code Section 48260.5, please be aware of the following:

1. As the parent or guardian, you are obligated to compel the attendance of the pupil at school.
2. Parents or guardians who fail to meet this obligation may be guilty of an infraction and subject to Article 6 (commencing with Section 48290) of Chapter 2 of Part 27.
3. The parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the pupil's truancy.
4. The pupil may be subject to Education Code Section 48264.
5. The pupil may be subject to suspension, restriction, or delay of the pupil's driving privilege pursuant to Section 13202.7 of the Vehicle Code.

Number of Unexcused Absences	Consequences
One (1)	Automated call home to notify parents/guardians
Three (3)	Official notice from the school
Ten (10)	Conference with parents and Head of school and other staff as appropriate to develop an attendance improvement plan. Families that wish to remain enrolled at SV Flex will be required to participate in a Truancy Meeting. Those who fail to participate may be subject to withdrawal from SV Flex.

In the event that a SV FLEX student's chronic truancy results from homelessness, the student's enrollment rights at SV FLEX shall be based on the McKinney-Vento Homeless Assistance Act, 45 U.S.C. § 11301, et seq.

Withdrawal Process

We will do our best to help students and families succeed in this environment, but we also understand circumstances arise that may cause a family to leave SV Flex. If such circumstances arise, please contact the school to discuss the withdrawal process. The State of California requires that the intention to withdraw be communicated to the student's school prior to withdrawing. This can be done by completing a *Withdrawal Authorization Form*. This form can be obtained from the Front Desk and can also be found in the Appendix of this document. This form requires the legal guardian to fill out the following information:

- Student(s) name(s)
- Current date
- Effective date of withdrawal/transfer
- School the student(s) will transfer to or educational plans
- Reason for withdrawal/transfer
- Parent/legal guardian signature

No student under 18 years of age shall be permitted to withdraw from enrollment. Students 18 years of age and younger require the express, written, and informed consent of their parent or guardian to withdraw from enrollment.

If a student or family becomes unreachable by Kmail, phone, or USPS mail and accumulates an excess of 20 consecutive unexcused absences, the school will assume that the family has selected another school to attend and failed to contact SV FLEX. In the event this happens and the school has made a repeated number of attempts to contact the family by phone, email, and certified mail, the school will withdraw the student from the school and student records will be returned to their previous District of Residence. However, if the student or family reappears within the same school year and there is a seat available for the student(s), SV FLEX will accept the student back into the school program, but will first require a meeting with the Head of School upon reenrollment.

Checklists for Success

A blended Middle School program is both exciting and challenging. Everyone plays a role to ensure a quality educational experience for each and every student. It requires for the students, parents, and teachers to be highly engaged and organized in order for a blended learning model to be successful. Below are general guidelines for students and parents to follow to be successful at SVFlex.

STUDENT Basic Checklist for Success

- ✓ Students arrive on time and are prepared for class
- ✓ Check Kmail daily for important reminders or information from teacher
- ✓ Complete all daily assignments and attend break-out sessions
- ✓ Stay focused
- ✓ Contact teachers with questions and communicate daily
- ✓ Establish a daily schedule and routine
- ✓ Stay organized

PARENT Checklist for Success

- ✓ Ensure your child is school each and every day.
- ✓ Know what your child is working on and how they are progressing through the curriculum by reviewing the student plan found in the OLS.
- ✓ Understand what is required from your child in the OLS and any other supplemental program to ensure your child is being challenged, but at the same time addressing their academic needs.
- ✓ Use the Gradebook in each class to check submitted assignments and mastery levels of skills. Students' current grades can be found in the OLS and clicking on "Gradebook."
- ✓ Communicate with your student's teachers early and often via kmail.
- ✓ Set goals with your child's teachers and work together in meeting those goals as educational partners as well as holding your student accountable for meeting them.

Student Drop Off & Pick-Up Procedures

Procedure for Drivers: Parents will adhere to drop-off and pick-up map and procedures that have been distributed by the school.

- ✓ While in carpool line do not leave your car running to enter the building at any time.
- ✓ Students are expected to be picked up within 15 minutes of release time on regular days and within 30 minutes of release time on minimum days.
- ✓ If you are late picking up your child(ren) after the school day ends, you will need to come into the school building to sign your child out.

Parking: There is visitor parking at the school daily. Students who drive to school must complete a parking permit application that is signed by their parents. Students may only park in designated student parking areas. See parking permit application for expectations. Parents and students may not park in neighboring business lots, along the street or block driveways. Those who park in prohibited areas are subject to towing.

Carpooling: The school encourages families to carpool to reduce traffic flow and streamline drop-off and pick-up procedures.

Campus Hours

Students may not arrive earlier than 7:30 A.M. The school campus closes at 4:30 P.M. Students staying for after school activities are expected to be picked up on time. Students who are chronically picked up late may be ineligible to participate in after-school programs and activities and, in extreme circumstances, can be reported to Child Protective Services. Silicon Valley Flex Academy cannot be held liable for incidents, injuries or other events that happen on school property outside of regular school hours as posted.

Transportation

SV FLEX does not provide busing or transportation to students, so parents are responsible for getting their own child to and from school each day. All families are required to complete and maintain an updated *Student Transportation Form*.

Only the adults listed on the *Early Dismissal Release Authorization Form* may pick up or sign a student out from school. Forms cannot be updated by anyone other than each student's parent or legal guardian. School personnel cannot deviate from the means of dismissal indicated on the *Student Transportation Form* unless the form is updated or the Office Manager receives written notification from the student's legal guardian.

Visitors

Silicon Valley Flex Academy is a secure campus and the front doors to the school will be locked at all times.. Visitors to the school can gain access by ringing the doorbell and utilizing the intercom to communicate with our Office Manager.

All visitors, including parents, must sign in and out at the front desk with the Office Manager. Visitors are required to wear a badge at all times while on campus. Parents wishing to speak with school staff must schedule an appointment. Access to the Flex Centers will require a staff escort.

SV Flex has scheduled school tours and student shadowing opportunities. In order to preserve instructional time we cannot accommodate drop in tours, shadowing requests or unscheduled meetings with staff. Tours and shadowing events can be found on our website. The Head of School of Silicon Valley Flex may deny or withdraw access to the school.

For the safety of all students it is required that parents/visitors **only** meet with their child or the student with whom they have documented authorization from a parent or legal guardian.

Volunteers

There are many opportunities for parents or other adults to be involved with activities at Silicon Valley Flex Academy such as; assisting with traffic duty, supporting classroom activities, volunteering to assist with office tasks, and more. If you have any interest volunteering at the school, please contact the Office Manager about the required procedures and complete a Volunteer Agreement. All volunteers must now complete the fingerprinting/back ground check prior to spending time with students.

Student Behavior & Expectations

Students must follow school rules and meet behavior expectations established by Silicon Valley Flex Academy in the Code of Conduct as well as any rules created by classroom Teachers and Coaches. There is a standing expectation that all students will treat the school facility with respect and care. The Code of Conduct Below are the general school-wide rules.

1. Walk inside the building.
2. Voice levels and language should contribute to a productive, positive, respectful school atmosphere
3. Students are expected to use their break and lunch time to use the restroom.
4. Students are required to attend class in appropriate attire as defined in the SV Flex dress code.
5. Students must remove hats upon entering the building and may not wear hats at any time in the building
6. Students may not wear headphones while walking about the building

7. Students may not use their cell phones within the building, including listening to music located on the phone, unless authorized by a staff member.
8. Students are expected to follow all requests made by any adults while at school
9. Food and drinks are only permitted in the café or break areas.
10. Gum is not permitted

Student Code of Conduct/Discipline

Silicon Valley Flex Academy follows a strict Student Code of Conduct (SCC). The Student Code of Conduct (SCC) recognizes that there is responsibility to ensure that the school environment is safe for all students and school personnel and that it is important to provide students with a consistent set of expectations for behavior. SV Flex uses Restorative Justice as part of their discipline plan. All SV Flex students are subject to the rules and restrictions implemented by the Silicon Valley Flex Academy Student Code of Conduct and Acceptable Use Guidelines. Students must read the Student Code of Conduct and Acceptable Use Guidelines and agree to abide by its terms.

Dress Code

Students are required to dress appropriately for school. Students are encouraged but are not required to purchase Silicon Valley Flex spirit wear (shirts, sweatshirts, etc...) to wear to school daily and for any school events or field trips. Flex wear order forms are available at school.

Clothing that distracts students, disrupts the educational process, or poses a health or safety threat to anyone will not be allowed. Students should select clothing that reflects a desire for success and academic achievement and contributes to a positive environment for all.

Below is a list of **prohibited** dress at SV Flex:

- Hats of any kind, doo rags, or bandanas (Hats may be worn outside)
- Garments exposing any portion of the torso or stomach
- Bare feet, slippers or steel-toed boots
- Shirts that are low-cut, spaghetti straps, backless, strapless or expose excessive amounts of the chest region or bare midriffs.
- Shorts/dresses/skirts must be of an appropriate length and are subject to administrative approval (Skirts or shorts may not have a hemline that rests at mid-thigh or shorter when the student is seated.)
- Clothing or symbols which show obscene pictures or gestures, sexually suggestive statements, profanity, substances illegal to juveniles (tobacco, alcohol or drugs), weapons, words/pictures depicting death, violence or gore.
- Clothing or symbols related to gang activities or clothing determined to be gang related by administration or resource officer.
- Sagging pants (Pants must be worn at waist level in a manner in which underwear is not exposed or would not be exposed if shirts were raised).
- Accessories that might be harmful to other students or cause distraction from learning.

Students who fail to follow dress code guidelines will have their parents called to request that appropriate clothing be brought to school. Students whose parents are unable to be reached will be given loaner clothing to wear. Repeated dress code violations will necessitate a parent/guardian conference and student may be placed on a behavior contract.

Care for Students with Allergies and Sensitivities

Silicon Valley Flex Academy requires all students and families to be sensitive to any health issues of other students or families. Signs may be posted in the school to indicate there are students in the building with severe allergies, such as allergies to peanuts. Please respect the posted signs and immediately remove any products that may contain the indicated

ingredient and refrain from bringing such products onto campus. If students have allergies of any type, it is imperative to notify the school and the student's academic advisor immediately.

Field Trips and School Events

Students will have the opportunity to attend various field trips and school events throughout the year. Scheduled school events will take place throughout the school year and parents will be notified in advance of these opportunities.

Students wishing to attend any school-based field trip will be required to have a permission slip completed, signed by a parent and returned to the school. Permission slips must be returned prior to the day of the trip and will not be accepted the day of the trip. Students will always be accompanied by at least one teacher or staff member and often parents are invited to chaperone. Field trips are taken at the discretion of the teacher in conjunction with the curriculum.

Often parent drivers are needed on school field trips. A parent driver form must be completed. These forms can be obtained from the school office. Siblings of students may not accompany a class on field trips.

Student ID's

Students are also required to carry their student ID card on campus each day. The ID's will include each student's name, picture, and student number. Photo identification ID's will be provided once to each student at the beginning of the school year. If students lose their school ID, it will need to be replaced immediately. Replacement ID's cost \$5 and can be obtained from the Operations Manager.

Cell Phone Use

Students may not use cell phones while they are in the school building - this includes using the phone to listen to music. High School students may not use their cell phones during passing periods but may use them during their morning break and lunch. If any student violates this policy, his/her cell phone will be confiscated and given to the office until the end of the day. Students are subject to additional consequences as noted in Code of Conduct. Repeated offenses will require a parent to pick up the phone from the school or send in a signed note indicating they have reviewed the cell phone policy with their student. This policy applies to all students grades 6th through 12th.

Supplies

SV Flex is tuition-free and does not charge any specific fees for academic programs or services provided to families. Certain expenses do fall within the responsibility of enrolled families however these expenses are not meant to cause financial hardship to our families. For full details of our student fees policy please visit the SV Flex website. A list of suggested supplies will be provided at the beginning of the school year. Additional supplies will be communicated on an as needed basis by individual teachers.

Maintain Current Contact Information

If your address, telephone number, or emails address change, please notify the school office immediately. In the event that your home address changes you will need to provide an updated proof of residency, which can be verified with a utility bill (light, water or gas), mortgage/rent statement, stamped USPS change of address form.

Check K-mail

We rely heavily on our internal K-mail system. It is important that parents/guardian's log into their Kmail at least daily, if not twice daily to stay informed. Teachers and the school communicate important messages and reminders about assignment deadlines and school events via Kmail. Students and parents will be held responsible for KMAIL content.

Monitor Student Progress

Without an active parent, students will be challenged to find success at school. It is each parent or guardian's responsibility to monitor and ensure that their child is keeping up with daily coursework. Academic Coaches monitor daily progress at

school, but parents or guardians should be checking in with their child after school hours to ensure expected online progress and completion of offline assignments.. Please contact subject matter teachers for questions about course work.

K12 Curriculum Materials & Computer Hardware

SV Flex provides students with appropriate materials to engage in the curriculum on a daily basis; i.e. a computer, textbooks, workbooks, and other curricular supplies. These materials are school property and must be kept in good condition. Parents are responsible for the repair or replacement of all lost, stolen or damaged equipment, materials, or school property. Parents are to comply with this policy and all the terms and conditions of the Use of Instructional Property Agreement submitted with the enrollment materials. If a family withdraws, parents are expected to return all school equipment and materials to the office.

Computer Use

Students will be assigned the use of a school-supplied computer on a daily basis to use at the school for school work and school designated activities. In the event a student would like to check out a computer to continue working at home, students will be required follow SV Flex procedures.

Students are expected to use the computer equipment for educational purposes only. In addition, parents or other family members using the equipment are to comply with the Use of Instructional Property Agreement completed as part of the enrollment process upon registering to attend SV Flex. Any tech issues that may arise when a student is working from home should be directed to K12 Customer Care at (866)512-2273.

Communications and Internet access should be conducted in a responsible and professional manner reflecting the school's commitment to honest, ethical and non-discriminatory practice. Therefore the following is prohibited:

- Any use that violates federal, state, or local law or regulation.
- Knowing or reckless interference with the normal operation of computers, peripherals, or networks.
- The use of SV Flex Internet-related systems to access, transmit, store, display, or request inappropriate materials.
- Any use that is deemed to adversely affect SV Flex.
- Violation of SV Flex or K¹²'s Terms of Use for any SV Flex or K¹² website.

SV Flex reserves the right to review any material transmitted using SV Flex instructional computing resources or posted to a SV Flex instructional computing resource to determine the appropriateness of such material. SV Flex may review this material at any time, with or without notice. Email or K-mail transmitted via SV Flex instructional computing resources is not private and may be monitored or reviewed at any time. Failure to adhere to these prohibited activities will result in a suspension or expulsion.

Student Indemnification Provision

In order to access online curriculum at SV Flex, students must access the Internet, but such access must be used in a responsible, safe, efficient, ethical and legal manner. With expanded access to electronic information, availability of inappropriate material is not uncommon. Some sites contain illegal, defamatory, inaccurate, or offensive information. Although it is impossible to control such misuses, SV Flex believes that with responsible use, the benefits of the Internet as an educational tool outweigh the negatives. SV Flex especially appreciates partnering with SV Flex parents to teach responsible Internet use. The following policy on acceptable use of SV Flex technology equipment and resources by students is intended to provide the SV Flex community with guidance as to how to use the valuable educational tool that is the Internet in a responsible manner. Please see the Appendix for the SV Flex Acceptable Use Agreement, which must be signed by a parent or guardian.

Rules for Student Use of the Internet

1. Always use a computer in a way that shows consideration and respect of others.
2. Users may not use obscene, profane, lewd, vulgar, rude, inflammatory, hateful, threatening or disrespectful language.
3. SV Flex takes the integrity and authenticity of its students' work very seriously. Students must not cut copy or plagiarize Internet content or the work of their classmates.
4. Email is not private. Students should not say anything via email that they would not mind seeing on a school bulletin board or in the local newspaper.
5. Students should beware of emails from anyone, particularly adults they do not know, asking for personal information, attempting to arrange meetings, or engaging in personal contact. Students should immediately notify their teachers, Academic Coaches, other SV Flex personnel, and/or parents if they receive a message that is inappropriate or makes them feel uncomfortable.
6. Students' email with their online classmates should be course-related. Students shall not send unsolicited email to on-line classmates including, but not limited to, chain mails.
7. Students shall not post personal information on the Internet or other web sites about themselves or other people. "Personal contact information" includes addresses, telephone numbers, school address, work address, pictures or video bites or clips.
8. Students shall not agree to meet with someone they have met on the Internet without their parent's approval and participation.
9. Students shall not attempt to gain unauthorized access to any other computer system. This includes attempting to log in through another individual's account or access another person's files. These actions are illegal, even if only for the purposes of "browsing," "snooping," or "electronic discovery."
10. Students shall not deliberately disrupt or harm hardware or systems, interfere with computer or network performance, interfere with another's ability to use equipment and systems, or destroy data.
11. Students shall not download malware, hacking programs, create hidden files, or any other content that is intended to disrupt, alter or bypass the school firewall or filtering protocols.
12. Students shall not use SV Flex equipment to engage in illegal acts, such as arranging for a drug sale or the purchase of alcohol, engaging in criminal gang activity, threatening the safety of other individuals, accessing or sharing unauthorized copyrighted music, movies, and other intellectual property, etc.
13. Students shall not use SV Flex equipment to solicit information with the intent of using such information to cause personal harm or bodily harm to others.
14. Students shall not post information that could endanger an individual, cause personal damage or a danger of service disruption.
15. Students shall not knowingly or recklessly post false or defamatory information about a person or organization.
16. Students shall not engage in personal attacks, including prejudicial or discriminatory attacks. Students may not harass another person. Harassment is persistently acting in a manner that distresses or annoys another person.
17. Students shall not engage in "cyber-bullying." Cyber-bullying means the use of information and communication technology to bully, embarrass, threaten or harass other students or SV Flex staff members by way of sending or posting inappropriate or derogatory email messages, instant messages, text messages, digital pictures or images, or website postings (including blogs) which has the effect of: (a) physically, emotionally or mentally harming a student or SV Flex staff member; (b) placing a student in reasonable fear of physical, emotional or mental harm; (c) placing a student or SV Flex staff member in reasonable fear of damage to or loss of personal property; or (d) creating an intimidating or hostile environment that substantially interferes with a student's educational opportunities.
18. Students shall not repost a message that was sent to them privately without permission of the person who sent them the message.

System Security Obligations

1. Security is a high priority, especially when the system involves many users. If students identify a security problem in the SV Flex computers, network or Internet connection, notify a teacher or other SV Flex personnel.
2. Protect your password. Keep it secret from anyone other than your parents.
3. Students should take all necessary measures to avoid the inadvertent spread of computer viruses by following SV Flex virus protection procedures.
4. All students and staff shall review and comply with requirements of the Children's Internet Protection Act (CIPA)[L. No. 106-554 and 47 USC 254(h)] as follows:

Introduction

It is the policy of Silicon Valley Flex Academy to: (a) prevent user access over its computer network to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) prevent unauthorized access and other unlawful online activity; (c) prevent unauthorized online disclosure, use or dissemination of personal identification information of minors; and (d) comply with the Children's Internet Protection Act [Pub L. No. 106-554 and 47 USC 254(h)]

Definitions

Key terms are as defined in the Children's Internet Protection Act

Access to Inappropriate Material

To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the Children's Internet Protection Act, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors.

Subject to staff supervision, technology protection measures may be disabled for adults or, in the case of minors, minimized only for bona fide research or other lawful purposes.

Inappropriate Network Usage

To the extent practical, steps shall be taken to promote the safety and security of users of Silicon Valley Flex Academy's online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications.

Specifically, as required by the Children's Internet Protection Act, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called "hacking," and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

Education, Supervision and Monitoring

It shall be the responsibility of all members of the Silicon Valley Flex Academy staff to educate, supervise and monitor appropriate usage of the online computer network and access to the Internet in accordance with this policy, the Children's Internet Protection Act, the Neighborhood Children's Internet Protection Act, and the Protecting Children in the 21st Century Act.

Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Head of School or designated representatives.

The Head of School or designated representatives will provide age-appropriate training for students who use Silicon Valley Flex Academy's Internet facilities. The training provided will be designed to promote Silicon Valley Flex Academy's commitment to:

- a. The standards and acceptable use of Internet services as set forth in the Silicon Valley Flex Academy's Internet Safety Policy;
- b. Student safety in regard to:
 - i. Safety on the Internet
 - ii. Appropriate behavior while on online, social networking Web sites, and in chat rooms;
 - iii. Cyber-bullying awareness and response.
- c. Compliance with the E-rate requirements of the Children's Internet Protection Act (CIPA)

Following receipt of this training, the student will acknowledge that he/she received the training, understood it and will follow the provisions of the District's acceptable use policies. Failure to adhere to these policies may result in a suspension or expulsion.

Adoption

This Internet Safety Policy was adopted by the Board of Flex Public Schools at a public meeting, following normal public notice, on June 12, 2013.

Program and Services

English Language Learners Services (ELL)

According to Federal and State laws, students who are not proficient in the English language must receive language instruction so that they can succeed socially and academically in a general education class. All students complete a Home Language Survey when they first enroll in the public education system. Upon enrolling in Silicon Valley Flex Academy all families will answer a series of questions to understand a student's home language as a first effort for Child Find and to determine if they need any additional English support.

Students with positive responses to any of the Home Language Survey questions will be referred to the ELL point of contact. The ELL Coordinator will talk with the family to determine if services were previously provided at the last school of attendance and will work to understand the current language needs of the student. Additionally the school will request and review prior school records, including previous ELL evaluations and program plans to determine if a placement test or an assessment is necessary to determine ELL service support. Students who qualify for ELL services are assessed in four domains: Listening, speaking, reading, and writing through an English Language screener proficiency test to determine their level of English proficiency.

When a student is identified as ELL they will participate in the school's English as a Second Language Program, which provides instruction in English across all subject areas using SADIE strategies to facilitate high quality instruction in content areas. This program takes into account the student's level of English proficiency and builds on the language skills and academic subject knowledge the student has acquired in his or her native language.

Students who are eligible to receive ELL services will be contacted individually by the Silicon Valley Flex Academy EL coordinator. For more information regarding ELL services please contact the school.

Special Education and 504 Services

Silicon Valley Flex Academy strives to identify, locate, and evaluate all students who are enrolled and may have disabilities and is responsible for providing a free and appropriate education under the Federal Individuals with Disabilities in Education Act (IDEA). Disability, as defined in IDEA, may include such conditions as hearing, visual, speech, or language impairment, specific learning disability, emotional disturbance, cognitive disability, other health or physical impairment, autism, and traumatic brain injury. All children from ages 3-22 with disabilities are entitled to programs and services.

Through our Child Find process, we identify students who may qualify for special education services. Depending on a child's IEP, we can adapt and tailor our educational program to meet their needs and provide the most appropriate educational services. As a public school, we will respond to Federal and State mandates requiring the provision of a Free Appropriate Public Education regardless of a child's disability or the severity of the disability.

In addition to scheduling services and evaluating students, another main function of the Special Education Teacher is to provide learning strategies to students in order for them to make progress toward annual goals. The team will also work together to develop a positive partnership with parents, students, community service providers, and regular education teachers. Parent permission and involvement is a vital piece in the process.

For children with current Individualized Education Plans (IEP) or 504 plans, the Special Education Teacher assists parents in accessing and coordinating services. Students who require special education services will be contacted by the Special Education Teacher regarding these services. Students must qualify for these services. IEP's and 504 Plans are not provided on the request of parents or guardians but through a data driven process facilitated by the School Study Team.

Contact the school if you have questions or concerns regarding services.

Response to Intervention (RtI)

Silicon Valley Flex Academy believes in striving for all students' maximum learning potential. We understand that all students learn differently and at a different pace. To reach these learning potentials, Silicon Valley Flex Academy fully implements a Response to Intervention (*RTI*) program at the school.

The *RtI* framework consists of three levels or tiers that are fluid, overlapping layers of support for students in need of academic intervention. The tiers provide various levels of support to students in terms of duration and intensiveness. Teachers using *RtI* utilize research-based instructional practices, targeted interventions, and curricular enhancements to support students in accomplishing their individual learning goals. Every student identified for the *RTI* program is given an opportunity to meet or exceed proficiency standards while teachers utilize data in an effective and collaborative decision-making process that drives instructional support.

Teachers, students, and families are active participants in the process. Parents are notified throughout the process and are provided guidance on how to appropriately assist in implementing the interventions. If the interventions do not positively affect the student or the team does not see academic improvement, then further testing may be required to determine if Special Education services are needed.

For more information on the RTI program, please contact the school.

Guidance Counseling

The school understands and responds to the challenges presented by today's diverse student population. SV Flex provides a variety of programs and services to help students achieve success in school. Some of the supports provided by the school guidance counselor include:

- Individual and small-group counseling
- Peer facilitation
- Consultation/collaboration
- Crisis interventions

The school also works closely with high school students to prepare them for their future. Students will determine their post-secondary education plans and monitor credits earned after each semester to ensure they are on track for graduation. Students receive various types of support:

- Post-secondary education plans for students
- Opportunities for the recovery of credits towards on-time graduation for high school students. Please note, Silicon Valley Flex Academy is not a credit recovery school.
- Application processes for selective enrollment schools and colleges

Advisory Program

SV Flex works with students to pass coursework and stay on track with goals and career plans. The SV Flex advisory program consists of weekly sessions led by an assigned SV Flex Advisory Leader who will support students with:

- Any academic needs
- Creating success plans to help students stay on track to graduate (high school students)
- Short and long-term academic goal setting
- Academic counseling and guidance
- Progress monitoring of daily coursework
- Post-secondary planning

Middle School Courses and Requirements

K¹² Curriculum

The SV Flex Middle School curriculum requires students to take one Math, Science, English, History course. Electives are available for 6th – 7th grade students who are meeting the demands of the core curriculum. The curriculum is mastery based, with assessments built into every lesson to guide and tailor the pace of progress to each child's needs.

Math: Balancing mastery of fundamental skills with critical thinking and problem-solving, K¹² Math emphasizes an active, multi-sensory approach that ensures students understand the concrete realities that underlie mathematical concepts. Regular practice and review ensures mastery of basic skills.

Language Arts/English: K¹² Language Arts/English helps students develop important reading and writing skills, while also inspiring a love of literature. Combining Literature, Language Skills, and Spelling lessons, the Language Arts/English program emphasizes classic works, teaches writing as a process, and prepares students for standardized tests in the areas of language skills and reading comprehension.

Science: The K¹² curriculum is unique in offering real science for young students. K12 Science balances hands-on experience with systematic study of scientific terms and concepts. Students perform many experiments to help them understand scientific principles and receive guided instruction in important scientific concepts.

History: K¹² History, with integrated topics in Geography and Civics, opens young minds and imaginations to far off-lands, distant times, and diverse peoples. K12 History emphasizes the story in history—beginning with an overview of American history, continuing through the story of civilization—from the Stone Age through Modern World Studies.

Art: Following the timelines in the History lessons, K¹² Art introduces students to great works of art from different cultures and eras while engaging them in creative activity—painting, drawing, and molding with clay. Students are introduced to the elements of many different artists of various time periods, while learning artistic techniques. *This course is only available to students in 6th and 7th grade only.*

The Online School (OLS)

The Online School, frequently referred to as the OLS, is the “engine” that drives the internet-based curriculum. The OLS allows students and parents access to lessons, assessments, attendance, progress, planning and teaching tools. A student's daily work centers around this Online School. Access to the OLS requires a connection to the internet through an Internet Service Provider (ISP) and a unique login for enrolled families. The OLS can be accessed through My Info, via the SVFLEX website, or directly at this address: www.k12.com.

Each family should identify a parent who will have an OLS account that allows you to view all courses, lessons, and progress. It is extremely important parents do not give their username and password to students, because students should not have access to adult accounts. In the event you learn your child has access to your account, it can be changed immediately by going to “My Account” and editing your password.

All students are required to have their own “Student” account. A Student Account can be set up by the parent by following the directions below or it will be set up by the Academic Coaches.

Students should not have access to any adult's OLS account information for any reason. Students must log in using their own personal username and password. This information will be tracked through the OLS and their active participation

on the OLS may be considered by the teacher when promoting your child to the next grade level. If your child does not already have an account, please follow the directions below with your child to set up their account.

Directions for setting up a Student Account on the OLS:

1. Log into the OLS
2. Click on **My Account** in the top-right corner of the OLS landing page.
3. Select **Edit** from the Student Accounts area
4. Click on the student's name
5. Enter a username and password and re-enter it in the box below it.
6. Select **Save**, then **Ok**
7. You will return to the first screen of "My Account". Select **Exit** to return to the OLS home page
8. Students can then log into the OLS and My Info using their own username and password

Note: Parents can also edit their own and their students' usernames and passwords under "Account Set-Up".

Study Island

Students in all grades may have access to a computer-based internet test preparation program called Study Island. Study Island is a provider of web-based state assessment preparation programs to use throughout the school year and provided to students at no charge. Each program is based on the state standards for a particular grade level with tracking tools for the achievement of individual students, classes and grade levels.

Study Island provides practice in an assessment-like environment where students receive immediate feedback with explanations. School administrators, teachers, and Parents work together to provide students with a positive, confidence-building experience in Study Island. The program is designed to help students master California's academic content standards specific to grade level, to increase knowledge and understanding of objectives covered on the state test and other state-standardized assessments. Students are encouraged to spend at least thirty minutes a day on Study Island for practice on grade-level standards. Some students will be encouraged to complete assignments on Study Island from their teacher in addition to their general coursework on the OLS or LMS as needed to help remediate skills and improve deficiencies.

Middle School Course Progress and Grades

The Silicon Valley Flex Middle School curriculum is "mastery based", which requires students to earn an 80 percent or higher on all lesson assessments. Students will who receive less than 80 percent need to relearn the concepts before retaking any assessment. Although the curriculum is accessible on the Online School, there are a number of activities and lessons that are offline. Students are required to use the additional materials and textbooks they were provided to complete all of their assignments. Middle School student should expect to complete unfinished work from the day as homework.

Course Progress

Students are expected to make one year's worth of growth by the end of the school year, so they should be working to complete 100 percent of all of their courses so they are ready to move onto the next courses and grade level by the end of the school year.

Parents and students have daily access to information regarding their online content progress through the Online School's *Planning and Progress* screen. The Online School progress screen provides up-to-date percentages illustrating the academic standings for each student's individual courses. Students will be provided with a progress report at the end of the first and third quarter and a report card at the end of the first semester and end of the school year.

Students, parents, and parents can use the Progress Chart below to determine the appropriate pace of coursework. This chart is designed to help students stay on track to meet the outlined percentages for each subject every month.

Pacing Guidelines

Students and parents should work with their teachers to ensure the appropriate pacing is followed throughout the year. SV Flex teachers and coaches will work closely with parents and students to guide them through the curriculum so they can meet progress goals. Use the chart below to guide a student through the middle school curriculum, but remember this is a guide and that you should always confirm with your teacher.

Monthly Progress % Guidelines	Progress percentage guidelines to help pace coursework throughout the year								Year-End Promotion %
	9/27/14	10/18/14	11/15/14	12/20/14	1/31/15	2/28/15	3/21/15	5/9/15	6/9/15
Excellent Progress	12%	27%	39%	50%	60%	70%	80%	90%	100%
Excellent Progress	12%	27%	39%	50%	60%	70%	80%	90%	100%
Excellent Progress	12%	27%	39%	50%	60%	70%	80%	90%	100%

**May not be required for all students.*

World Language expectations are different for 8th graders, so be sure to check with your teacher.

Progress Chart for Late Starters

Students who enroll late in the school year should work closely with their teacher to ensure course promotion percentages can be met by the end of the school year. A pacing chart and a personalized learning plan will be created and reviewed by the student’s teacher, advisor, student, and parent. It is likely those who start late in the school year will need to work smarter in order to not be behind at the end of the school year. Teachers can suggest a variety of strategies parents can use to help determine if a student is able to move more quickly through the curriculum:

Late Assignment Policy and Grading Policy

To be successful, students should turn in their work on time. It is each student’s responsibility to check for daily assignments in the teacher’s Course Announcements and Assignment Calendar for each course. Each teacher will have their late policy clearly defined in the syllabus for the course.

Progress Reports

SVFlex offers student progress 24/7 via OLS. As such, parents have up-to-date information on their child’s progress. Progress reports will not be printed.

Progress can be viewed on the Progress tab of the Online School at any time throughout the school year. Progress Reports are intended to help students and parents determine if they are on track to complete courses and achieve benchmark goals or standards at their age-appropriate grade level.

Semester Report Cards

Report cards will be distributed two times a year, once at the end of the first semester and again at the end of the school year. Report Cards will show a student’s Online School course progress in “core” lessons for all subject areas (does not include

optional lessons), state-standards mastered at their grade level in Math and Language Arts/Literature, and grades from monthly portfolio work samples.

Middle School Grade Calculation

Middle School students will also receive letter grades for their semester and year-end report cards based on grade-level learning standards. Multiple measures will be used in determining grades for language arts, mathematics, science and history. For calculating a letter grade in these subjects, final grades will be based on progress in the Online School and Offline components as assigned by the teacher.

Grades in middle school will be based on the following for all core courses: Online School progress (70%), Offline work (30%)

Middle School Promotion Requirements

Mid-Year Course Promotions

All students are required to make at least one year's worth of growth by the end of the school year. For students who may be completing courses in the middle of the year, mid-year promotions can allow students who are working behind grade level the opportunity to catch up and make up significant losses of material. Mid-year promotions also support those who are ahead in their coursework, which allows them to continue working in a particular subject area at a more rapid pace. Students working ahead in one subject area must show sufficient progress in all courses before course level advancement may be considered. Throughout the year, each teacher will closely monitor student progress of course material, including but not limited to; OLS progress, completion of in class assignments, completion and grade level ability of work samples, and mastery of standards. When students have demonstrated mastery of the course through the criterion outlined in this policy, and then they may be considered for a mid-year course promotion.

Sufficient progress in all courses is expected before any course level advancement may be considered. **Mid-year course promotions will not be granted after the start of the second semester.** Advancement of students from one course to another requires the final approval of the Head of School.

Criterion Must be Met for Mid-Year Course Promotion:

The subject matter Teacher and Academic Coach (and parent if needed) will discuss whether course advancement is appropriate for any student. To be considered for a mid-year course promotion, students have to meet all of the following criteria:

1. Complete 100 percent of their core courses and show sufficient progress in all other courses unless otherwise stipulated through accommodations.
2. The student must demonstrate mastery on a course assessment administered by the teacher at school.

If a student shows an unusual amount of progress in a short amount of time, the Teacher or Academic Coach is required to test the student to determine whether or not the subject matter has been mastered. If it is clear that the material is not mastered, the progress will be erased and the student will need to redo the lesson(s) in the Online School to learn the content before being assessed for mastery.

**May not be required for all students.*

Year End Course Promotions

Students are expected to attain mastery in all coursework before the end of the year but most importantly should focus on the areas of Math and Language Arts. Students should complete all lessons in each course and do 100 percent of the lessons that appear for each subject because courses in the subsequent grade levels assume completion of lessons in the prior course level. However, K¹² curriculum allows students to focus on accelerating strengths and improving weaknesses, so the expected percentages have been modified to help students achieve success and earn the minimum foundation of skills to move forward in the next course. Students who enroll after the start of the school year are expected to obtain the same promotion requirements in order to be promoted to the next course level. Students starting late will work together with their Advisory Leader/Teachers to work towards fulfilling the promotion requirements. It is extremely important all students work to meet these requirements so they are ready for the coursework in the next grade level. General education students will receive History, Science, and Art* at their age-appropriate grade level and will not be allowed to work in any subject area more than two years below grade level. Students will be promoted to the next grade level if they demonstrate competency of state standards and successfully complete the curriculum.

Students who do not make adequate progress in one or more subject areas in the Online School, or fail to demonstrate mastery of course material through submission of class work, may be required to meet with their Teacher, Academic Coach, Advisory Leader or Guidance Counselor and could potentially have to attend a summer school program and/or face grade retention.

8th Grade Promotion Requirements

Students and parents are responsible for understanding and meeting the eighth grade promotion requirements. Eighth grade students are expected to meet all promotion requirements before being promoted to high school.

Teachers and Academic Coaches will work closely with students and parents throughout the year to ensure students are on track to promote and be prepared for high school. If any student is not meeting the identified expectations and promotion requirements, Teachers or Academic Coaches may schedule a meeting with the student and parent (and Head of School if necessary) to discuss strategies to help meet the requirements. **Students who are unable to meet these requirements put themselves in jeopardy of not promoting from eighth grade on time and may face grade retention.**

Eighth graders are also required to complete 100% of the assigned curriculum unless otherwise accommodated.

Each core lesson is considered “complete” when the student has mastered the objectives as measured by the lesson assessment with a score of at least 80 percent or higher.

In order to participate in the 8th grade promotion ceremony students must also meet the following requirements:

- ✓ Passing grade in 3 of 4 core courses (Math, Language Arts, History, Science)
- ✓ Have no suspensions during the last quarter of 8th grade
- ✓ Participate in Statewide, I-Ready and Scantron standardized testing
- ✓ All fines or fees must be paid
- ✓ Have met all grade level expectations

High School Courses and Requirements

K¹² Curriculum

SV Flex offers a diverse catalogue of courses to meet the needs of our student population. Not all K¹² courses are offered at SV Flex every semester. Mathematics, English, Science, and History courses are available in multiple versions—Comprehensive, Honors, and where applicable, Advanced Placement®. Students can also take up to four years of world language (depending on the language), and choose from a variety of electives, including anthropology, web design, and digital photography.

- **K12 Comprehensive courses** are designed for students entering with a strong foundational knowledge and aptitude in the subject area being covered, as well as solid study skills.
- **K¹² Honors courses** hold students to a greater degree of accountability, and demand even greater independence and self-discipline than their Comprehensive counterparts.
- **The K¹² Advanced Placement (AP®) courses** are college-level courses that follow curriculum specified by the College Board and are designed to prepare students for success on AP exams, providing students the opportunity to earn credit at most of the nation's colleges and universities.

Honors and AP® Courses

High school students who are enrolled at the SV Flex have the opportunity be placed into Honors or Advanced Placement (AP®) courses taught by highly qualified state-certified teachers. Honor and AP courses provide students with the opportunity for personal growth and encourage intellectual curiosity in pursuing a more in depth study of a particular subject.

AP® and Honors course offerings require a more intensive study and time commitment than what is required in regular courses. K12 Honors courses hold students to a greater degree of accountability, and demand even greater independence and self-discipline than their comprehensive counterparts. The K12 Advanced Placement (AP®) courses are college-level courses that follow curriculum specified by the College Board and are designed to prepare students for success on AP® exams, providing students the opportunity to earn credit at most of the nation's colleges and universities. Depending on course offerings at SV FLEX, course choices may be limited and availability is subject to change each semester.

Due to the nature of difficulty of each Honor and AP® course, the school will hold students accountable for meeting a set of criteria to determine if they are eligible for higher course placement. Students who take Honors and AP® courses will have it designated on their transcript and grades will be weighted more than a regular course, which will be weighted on a five (5.0) point scale.

AP® courses are recommended more for students who are in eleventh and twelfth grade. Students who are registered in an AP® course at SV FLEX are required to sit for the AP® Examination. The SV FLEX Counselor will help parents and students make testing arrangements when requested, but all testing and travel costs are at each student's own expense.

Criterion for AP®/Honors Course Consideration:

Students who are interested in taking an Honors or AP® course should schedule time to meet with the Guidance Counselor before the start of a new semester to find out if they meet all of the necessary requirements. All Honors and AP classes are at the discretion of and must be approved by the Counselor or *Head of School.

1. High state test results*
2. Maintain an A or B average in the previous subject matter course.

3. Teacher recommendation (if not already an Honor student in subject area of courses)

Students who take an Honors or AP® course will be expected to complete all of the requirements within the course in order to receive Honors or AP® credit. Students who are enrolled in either course and obtain a grade lower than a B will lose the option to take an Honors or AP® class the following semester, but may be reconsidered if they meet the criterion again in a later semester.

Course Placement

The Guidance Counselor will review each student's most current transcript to make recommendations for course placement. Each student will meet with the Guidance Counselor to determine the appropriate courses upon starting the school year, at the end of the first semester, or as needed. Additional questions about course placement can be escalated to the Head of School if the Guidance Counselor cannot answer your questions. Eighth grade students are eligible to take High School level courses as part of an accelerated academic program. Please contact the guidance counselor for more information.

The Online School (OLS)

The Online School, frequently referred to as the OLS, is the "engine" that drives the internet-based curriculum. The OLS allows students (and parents) access to assessments, attendance, progress, planning and teaching tools. A student's daily work centers around classes and this Online School. Access to the OLS requires a connection to the internet through an Internet Service Provider (ISP) and a unique login for enrolled students. The OLS can be accessed through My Info, via the SV Flex website, or directly at this address: www.k12.com.

High school students are required to have their own account. A Student Account can be set up by the parent by following the directions below or it will be set up by the Academic Coaches.

Students should not have access to any adult's OLS account information for any reason. Students must log in using their own personal username and password. This information will be tracked through the OLS and their active participation on the OLS may be considered by the teacher when promoting your child to the next grade level. If your child does not already have an account, please follow the directions below with your child to set up their account.

Directions for setting up a Student Account on the OLS:

1. Log into the OLS
2. Click on **My Account** in the top-right corner of the OLS landing page.
3. Select **Edit** from the Student Accounts area
4. Click on the student's name
5. Enter a username and password and re-enter it in the box below it.
6. Select **Save**, then **Ok**
7. You will return to the first screen of "My Account". Select **Exit** to return to the OLS home page
8. Students can then log into the OLS and My Info using their own username and password

Note: Parents can also edit their own and their students' usernames and passwords under "Account Set-Up".

Study Island

Students in all grades may have access to a computer-based internet test preparation program called Study Island. Study Island is a provider of web-based state assessment preparation programs to use throughout the school year and provided to students at no charge. Each program is based on the state standards for a particular grade level with tracking tools for the achievement of individual students, classes and grade levels.

Study Island provides practice in an assessment-like environment where students receive immediate feedback with explanations. School administrators, teachers, and Parents work together to provide students with a positive, confidence-

building experience in Study Island. The program is designed to help students master California's academic content standards specific to grade level, to increase knowledge and understanding of objectives covered on the state test and other state-standardized assessments. Students are encouraged to spend at least thirty minutes a day on Study Island for practice on grade-level standards. Some students will be encouraged to complete assignments on Study Island from their teacher in addition to their general coursework on the OLS or LMS as needed to help remediate skills and improve deficiencies.

Learning Management System (LMS)

The Learning Management System, frequently referred to as the LMS, houses each online high school class. The LMS delivers student lessons, assignments, and assessments. A high school student's daily work centers on the LMS. Access to the LMS is gained through the Online School (OLS). After logging onto the online school (OLS), students continue to the LMS My Courses Screen, which contains a list of a student's registered courses. Students will access each course on the My Courses Screen every day. Please click on [Learning about the High School Platform](#).

Students must log in to every course that appears on the LMS every day. Students are required to work for at least 60 minutes per day in each LMS class. Each course will provide weekly course requirements and assignments and will provide instructions to work both on and offline.

Late Assignment Policy and Grading Policy

To be successful, students should turn in their work on time. It is each student's responsibility to check for daily assignments in the teacher's Course Announcements and Assignment Calendar for each course. Each teacher will have their late policy clearly defined in the syllabus for the course. This includes IST courses.

IST Course Policy

Students are responsible to maintain communication with their IST teachers. IST teachers are fully credentialed educators for the state of California. These teachers are dedicated to student success. All IST teachers hold office hours for a minimum of 30 minutes per week. It is the responsibility of students to engage those office hours as needed for academic support. Students will be able to attend Synch Sessions. These sessions are held once a week and are usually 45 minutes of live content followed by 15 minutes of Q&A. The sessions are aligned with the content. Links for these sessions and their recordings are available to students on the OLS landing page.

All assignments, including tests and quizzes, are due by 5:00 pm on Mondays. After 5pm on Monday, a zero will be entered into the grade book for any missing assignment. Once a zero has been entered, students will have until that Friday to submit their assignment with a 10% penalty. After that Friday has passed, it is the IST teacher's discretion if he/she will allow any assignment to be submitted for credit.

All IST teachers have KMAIL and it is the expectation of SVFlex that students read, respond and adhere to the policies of their IST instructor.

High School Grades and Graduation Requirements

Midterm Grades & Report Cards

Students will be given grades two times a year, once at the end of the first semester and a final report card at the end of the year. Students, parents and guardians have access to student progress and grades 24/7 through the LMS. To assist students and families in monitoring grades and progress, please click the [Instructions for Monitoring Progress for High School](#) for an overview and instructions. Grades will be based on the completion of assignments, projects, participation, discussions, quizzes and tests. The following percentages below represent the scale used to determine each letter grade and a Grade Point Average (GPA) will be calculated based on the scale below. Summer school, correspondence courses, credit by acceleration, dual credit courses, credits by exam and eighth grade courses that were passed with credit are included for GPA calculations and will appear on transcripts.

*Please note. Students receive one official transcript free of charge. Any additional transcript request will incur a charge of \$5.00 to be used for graduation activities.

Please note: If students receive an “F” for any course, they will not receive credit for the course and they will need to retake the course during another semester, on their own in night school/correspondence, or in summer school.

Percentage	Letter Grade	Grade Scale
90 - 100%	A	4.0
80 - 89%	B	3.0
70 - 79%	C	2.0
60 - 69%	D	1.0

59% and below F* 0
**No credit will be given for the course.*

Honors and AP course final grades are calculated on a 5.0 scale.

Final Exams

SV Flex requires all high school students take final exams on site at the end of each semester. An exam schedule will be communicated by teachers and coaches. There are no exceptions for students to take exams outside of this week, so do not schedule any appointments, vacations, or other events that may conflict with the testing schedule, because you will be putting your child in jeopardy of failing their exams. **Students must take the final exam in order to be eligible for credit for the class.** Students who transfer to a new school prior to the end of a semester will not be issued credits from Silicon Valley Flex Academy. It will be up to the new school to determine eligibility for credits.

Academic Probation

Students who show signs of failure (infrequent logins on the LMS, missing assignments, lack of communication with the teacher, etc...) and/or fall below a 60 percent average of their core courses will be required to work more closely with an Academic Coach and be put on “Academic Probation”. Students who qualify for probation will be given a written notice.

Students on Probation will be required to meet with the Guidance Counselor for an extra advising session. Students will work with the Guidance Counselor to create a grade improvement plan and will set goals to improve habits that will help

them get back on track in their coursework. Students who continue to show a failure to thrive academically due to behaviors deemed disciplinary and not part of a deeper academic deficit will follow board approved disciplinary pathways.

Graduation Plan

Every high school student will work with the Guidance Counselor to create a *4-Year Graduation Plan* that will outline an individualized path of courses to take in order to successfully graduate high school within four years. This plan will be referenced frequently throughout each student’s high school career, is updated yearly, but may require modifications along the way if students are not able to successfully pass any courses. The Graduation Plan will be reviewed at the end of each semester to ensure each student is on track to graduate. Recommendations will be made if credit recovery is needed and it is the student and parent’s responsibility to pursue all credit recovery options made available to them.

Students may fulfill course requirements through coursework at SV Flex or at a local college as long as it is preapproved by the Guidance Counselor and Head of School.

High School Graduation Requirements

In order for students to successfully graduate high school within four years, it is important students and parents are well aware of the SV Flex graduation requirements. The chart below shows the course requirements for each subject area and the amount of credits needed.

SV Flex Graduation Requirements

Subject:	Courses:	Credits Required:
English	Required: Literary Analysis & Composition I, Literary Analysis & Composition II, American Literature, and British & World Literature AP Language and Composition, AP Literature and Composition	40 credits
Mathematics	Required: Algebra I, Geometry, Algebra II, and one Math elective Electives: Algebra II, Pre-Calculus/Trigonometry, Personal Finance*, Business & Consumer Math*	30 credits**
Science	Required: Biology, Chemistry/Physics and one Science elective Environmental Science*, Life Science Oceanography*, Earth Science or Physical Science	30 credits
Social Science	Required: U.S. History, & Civics U. S. Government & Politics*, U.S. & Global Economics*	30 credits
World Language	Spanish, French, <i>(Must be the same language for both years)</i> Latin, Chinese, German <i>(may be offered if available)</i>	20 credits**
Fine Arts	Fine Arts, Music Appreciation, CAD*, Digital Arts*, 3D Art Modeling*	10 credits
College Prep. Elective	Engineering, technology, visual and performing arts (non-introductory level courses), history, social science, English, advanced mathematics, laboratory science and language other than English (a third year in the language used for the "e" requirement or two years of another language).	10 credits
Electives	<i>Check with the Guidance Counselor about courses and availability.</i>	30 credits
Most classes are one year and worth 10 credits. *Course is 5 credits and can be earned in one semester.		
**Additional credits recommended for four year college.		
<i>AP and Honors courses may be available upon request if students meet the requirements.</i>		
Total Credits:		200

High School Grade Level Promotion & Retention

Each student is expected to work hard to reach their maximum potential in all coursework. Students need to earn a minimum grade of “D” (60%) or higher in each course to earn credit for completing the course. High school students need to earn a total of 200 credits and meet the 150 credit a-g course. Parents and students should check with the intended college choice for entrance requirements, as they may be different than the minimum graduation requirements at SV Flex.

Students and parents need to be aware of the SV Flex graduation requirements in order to successfully graduate in four years. The school staff understands some students may have earned credits at other schools that may not meet SV Flex or a-g requirements. The Guidance Counselor will review transcripts of all incoming students and determine appropriate credits and courses. Therefore, some students graduate with more than 200 credits. Students need to earn 50 credits each year to stay on track for graduation. Students can maintain their appropriate class status based on the table below.

9th	50	0	Freshman
10th	100	45	Sophomore
11th	150	95	Junior
12th	200	150	Senior

Opportunity for the Recovery of Credits for On time Graduation

Students who are not track to graduate on time (within four years of beginning High School) have the opportunity to get back on track through a few different credit recovery options. Students who do not earn a passing grade (60% “D” or higher) in any course will need to retake the course to recover the lost credit. If courses are not retaken and students miss opportunities to make up the lost credit, they are putting themselves in jeopardy of not graduating high school within four years.

There are a few ways students can earn attempted credits:

1. Night School*
2. Correspondence* courses
3. Summer School*
4. SV Flex can offer additional courses each semester

**Please Note: These options are at the expense of each student/parent and should be discussed with the school’s Guidance Counselor first to ensure SV Flex will accept the credits earned before the course is started. The Guidance Counselor can also support students in choosing appropriate credit recovery options that can help students balance their current course load.*

If a student does not successfully pass four courses, they will not be able to add courses to their schedule to ensure that the student can work successfully with their current courses and obtain a manageable course load. After successfully passing four courses, they will be eligible to add more courses. Eligibility will be determined by the school’s Guidance Counselor. *Exceptions to these guidelines would need to be approved by the Head of School.*

SV Flex does not currently offer summer school, which requires students to take courses at another local school offering the course. Students may also recover credits by taking night school or doing correspondence coursework at another school. In the event students need credit recovery, students and parents should contact the school Guidance Counselor to work out a plan to obtain the lost credits.

Repeating Classes

The student shall receive credit only once for taking a course. It should be noted that the University of California/California State University system will not accepted repeat course grades if the student received a C or better.

Withdrawal from Classes

A student who submits Request for Withdrawal form during the first two weeks of the semester does so without any entry on his/her transcript. The student will be required to enroll in an additional class to meet program requirements. Students may not drop a course after this time period.

Community Service

A well-rounded student at Silicon Valley Flex Academy means learning to be a good citizen by learning about our local government and by giving back to the community. In order to graduate High School, students must complete a total of 40 hours of Community Service/Civic Education by their senior year. Students enrolling at Flex after their freshman year will have hours pro-rated based on years enrolled. A list of Civic Education and Community Service Opportunities is available from the Guidance Counselor. Students are expected to complete 10 hours per year of combined Civic Education and Community Service.

Deadline

Deadline for seniors is the last Friday in April

Deadline for underclassmen is the 1st Friday in June

Procedures

Community Service hours must be documented on SV Flex Community Service forms.

Students must clear their service with the Guidance Counselor before they begin to be certain that it meets SV Flex's Community Service criteria. Service that does not meet the criteria will not be counted. Completed forms must be turned in to the Guidance Counselor.

Community Service hours must be done within the following categories:

- Homeless or Impoverished
- Elderly
- Non-Profit or Community Based Group
- Civic Education: Local Government Meetings such as City Council or School Board Meetings, Public Hearings.
-

Service Criteria:

- Students cannot earn hours for donating items or money, only their time
- Community service hours cannot be for a student's relative
- Working for a for-profit business for free does not count as Community Service
- Community service hours must be completed at a non-profit organization
- A student may volunteer for a single organization or at a variety of organizations
- Students are encouraged to complete their hours in areas related to their personal interests
- Paid experiences do not qualify
- Working without pay at your job or for a family business does not qualify
- Court ordered community service will be accepted for up to 10 hours

Teal Honor Cord for Outstanding Service

The teal cord is awarded to seniors who perform 100 or more hours of Community Service. The last day to turn in hours for the teal cord is the last Friday in April.

Participation in High School Graduation Ceremony

To participate in the graduation ceremony students must meet the following requirement:

- ✓ Have met all graduation requirements outlined in the 4-year plan
- ✓ Fines and fees have been paid
- ✓ Final exams, I-Ready and Scantron have been taken
- ✓ No serious behavior issues during the last quarter
- ✓ Have all Community Service Hours Completed

Testing Requirements

State and Federal government require achievement testing to determine students' mastery of grade level standards. In addition, SV Flex uses diagnostic assessments to determine what students have mastered in order to make adjustments to curriculum and instruction. Because SV Flex is a public school, students may be required to participate in a variety of tests throughout the school year. Failure to participate in any State-mandated or SV Flex test places our school at risk and in some cases jeopardizes a student's ability to be placed in certain courses.

California High School Exit Exam

All graduates of the Silicon Valley Flex Academy must pass the high school exit exam per the guidelines issued by the state of California.

State Standardized Testing

As members of a public charter school, our students participate in the following state standardized tests:

California Assessment of Student Performance and Progress (CAASPP)

- [California Assessment of Student Performance and Progress \(CAASPP\)](#)
- California's new statewide student assessment system established January 1, 2014.
- [Smarter Balanced Assessment System](#)
- New generation of English–language arts and mathematics assessments.

California English Language Development Test (CELDT)

- [California English Language Development Test \(CELDT\)](#)
- A required state test for English language proficiency that is given to students whose primary language is other than English.

California High School Exit Examination (CAHSEE)

- [California High School Exit Examination \(CAHSEE\)](#)
- All high school students must take and pass the CAHSEE to earn a high school diploma. Eligible students with disabilities may be exempt or apply for a local waiver.

Grades 5, 7 and 9 Physical Fitness Test (PFT)

The SV Flex faculty administers all State standardized tests at the school. Information will be provided to students and families prior to testing.

The SV Flex faculty administers all State standardized tests at the school. Information will be provided to students and families prior to testing.

Testing Information can be found at the following website: <http://www.cde.ca.gov/ta/tg/ai/>

Scantron Performance Series Assessment/ I-Ready Testing Series

Scantron and I-Ready are web-based, adaptive tests which quickly pinpoints the proficiency level of each student. All students as part of their enrollment agreement are required to take these assessments at least two times per year. Students take the Performance tests in both Reading and Math in the fall (for late starting students upon enrollment), winter and late spring. Assessment questions will begin one grade level below their age appropriate grade and the response will determine the next question a student is given. Since the assessments are adaptive, each student will receive a unique assessment and the number of items may vary.

The results are used to determine student's strengths and weaknesses so teachers can target their instruction to meet the needs of the student.

Academic Integrity Policy

SV Flex seeks to establish academic integrity within the high school community. SV Flex has identified the following as unacceptable practices, including, but not limited to:

1. Cheating in its various forms, whether copying another student's work, allowing your own to be copied, using unauthorized aids on an assignment, getting answers from an online source, essay, quiz, or test, having someone else complete an assignment, essay, quiz, or test for you, submitting as your own another person's work, rescheduling a test on a false excuse;
2. Plagiarizing (e.g. presenting as your own the words or ideas of another person), including inadequate documentation of sources (electronic, internet, or print) and excessive dependence on the language of sources even when documented, relying on similar order of sentences while altering a few words or word order;
3. Submitting the same work for more than one course or assignment without prior written approval from the instructor(s);
4. Using copyrighted material without appropriate citation or copying software or media files (such as music, movies, etc.) without permission;
5. Fabricating data: This includes falsifying or manipulating data to achieve desired result, reporting results for experiments not done or falsifying citations in research reports;
6. Destroying, tampering, or altering another student's work to impede academic progress;
7. Signing in to a Class Connect session for another student who is not present, using a false name, or indicating that you have "stepped away" from the session when you are actually present;
8. Falsely reporting completion of any assignments

At the instructor's discretion, depending on the nature of the offense, the student's grade or ability to earn credit for the course may be affected if a student violates any of the standards above. **All students who violate the principles of academic integrity will be reported to the Administration and violations will lead to further disciplinary action according to the Student Code of Conduct.**

Plagiarism & Source Citation

Plagiarism is the act of submitting someone else's work as an original piece of work. If a student uses another person's writing or original work, the student must cite their words using an appropriate manuscript style in the Works Cited page, Endnotes, or in a Bibliography. The exact wording should be in quotation marks or paraphrased in the paper and referenced as such in the paragraph in which it appears. A student may not copy and paste directly from the internet without giving appropriate credit to the author. Plagiarism is a serious academic violation. Plagiarism will result in no credit and will also be considered as a disciplinary issue and may result in removal from SV Flex.

Many courses require written work in which many of the sources will need to be cited. Any direct quotations from a textbook can simply be cited as (Author, Page Number). Any quotations from outside sources require full citations, including author, title, publisher, date of publication, and page number. If citing information found on a Web site, provide the complete Web page or site title, URL, author if known, page number if applicable, and publication date of the site, if available. Students should ask their teacher for help if they are unsure of how to cite a source.

Students are required to sign the Academic Integrity Policy found in the Appendix of this handbook and submit it to their SV Flex teacher. There is also a copy of this policy in every course.

Students who violate any of the guidelines outlined in these policies will have the following consequences:

- 1st Offense: WARNING – “0” will be given for the assignment and will result in a loss of grade**
- 2nd Offense: NOTICE - Meeting at school with the teacher, student, and parent**
- 3rd Offense: NO CREDIT - Loss of credit for the course and given an “F” for the grade**

Communicating and Getting Support

Communication is a key element to the success of the students attending SV Flex. Students will have many staff dedicated to supporting them in their educational journey. Parents are also an incredibly valuable advocate for each student's success, and SV Flex welcomes participation and involvement from all parents. Given the intricacies of the Flex model, it is important students and parents know who to contact when they are need of support.

Teachers

SV Flex has hired highly qualified state-certified teachers to support students with the core content subject areas. These individuals are your first point of contact for any subject specific questions.

Academic Coaches

Academic Coaches will be supporting your students with their daily coursework to ensure they are making adequate progress and monitoring their daily activities.

Advisory Leader

Each student will be assigned an Advisory Leader. They will be your first point of contact about any non-content area specific questions.

My Info

We rely heavily on our internal email (K-mail) system to communicate daily. Access it by logging into the Online School www.ols.k12.com to communicate with your Teacher(s), Advisory Leader, Academic Coaches and other SV Flex Staff. While many things will be reviewed and discussed with students during the school day, we cannot rely solely on them for sharing important information to parents, so we will use this system to communicate important information about our school. It is important that you make it a habit to check your Kmail each day, as this will be the way our staff can communicate important messages and reminders. Be sure to read any new messages and try to respond to questions or requests within 24 hours.

Online Parent Resources

Parents are encouraged to take advantage of any support opportunities to be proficient and understand elements of the online platforms so you can help your student(s) flourish. For any additional questions about these offerings, please contact the SV Flex main office for additional guidance or support.

- **Getting Started**

Visit <http://blended.k12start.com/> to learn more about how to have a successful start at SV Flex. Please be aware that not all of the videos will be applicable to the Flex model, but there are a number of great ones to watch and learn from.

- **Speaker Series Recorded Session**

There are over 200 archived Speaker Series sessions that are geared to support parents and Learning Coaches. You find topics on anything, from how to schedule a school day to how to teach spelling. These can be found on TheBigThinK in the Parent Lounge. There is a wealth of information available with a click of the mouse, so be sure to check out these great resources!

- **Tutorials**

Visit [Strong Start with K12 Blended](#) to access helpful training videos for parents to learn more about K12 and SV Flex. The video tutorials are posted on the left hand side of this website and are targeted trainings intended to help parents understand more about the tools available within the curriculum and school.

OLS Help Section

From the landing page of your Online School account, select the “Help” button in the upper right hand corner to access a number of resources. In the OLS Help section, Learning Coaches can find video tutorial clips, course introductions, scope and sequences, planning and progress tools, tips and tricks, Grolier’s Encyclopedia link, and much more. Be sure to check out this wonderful resource!

Parent Teacher Organization (PTO)

We have a parent-teacher organization that holds regular meetings. They support our school by helping us to organize student, family and school activities, as well as, our school volunteers.

Confidentiality

Every effort is used in maintaining the confidentiality of students attending Silicon Valley Flex Academy. Parents must give permission before a student's name or image can be displayed in a public manner. Before confidential student information is transferred over the Internet, it is password protected or encrypted, and can only be decrypted by another party employed or assigned by SV Flex. SV Flex employees follow FERPA (Family Rights and Privacy Act), which provides students and parents specific rights involving student’s educational records. Student files are accessible only to employees of SV Flex who have an interest in the education of those students. Parents and students should be careful not to share their K¹² Online School (OLS) username and password with any unauthorized individuals. If a parent or student believes the security of the OLS has been compromised, the parent should go to “My Account” to change their username and password or contact their teacher immediately.

HANDBOOK APPENDIX

Documents & Resources

Student Code of Conduct

Silicon Valley Flex Academy is committed to preparing their students for college and life beyond school. This is done by developing and fostering our school values of respect, responsibility, scholarship and citizenship. We embrace a positive behavior intervention and support system on our campus. In order to ensure that all students and staff learn and work in a safe and supportive environment, it is important that our code of conduct is strictly, fairly and consistently enforced, without regard to sex, sexual orientation, race, color, national origin, ethnicity, religion, age, physical or mental disability, blindness or severely impaired vision or any other basis protected by federal, state or local law, ordinance or regulation to the extent protected by law.

Silicon Valley makes every effort to have their staff members trained in crisis prevention techniques to support them in maintaining a safe and orderly learning environment.

Rights and Responsibilities

PARENTS/GUARDIANS SHOULD:

- Accept and respect the right of SV Flex to require standards of conduct for all students and non-students while on school campus and all school activities
- Set an example of appropriate conduct for students
- Keep in regular contact with their child's teachers concerning their child's conduct and progress
- Assure that their child attends school daily
- Promptly report an absence or tardy
- Provide the student with the resources needed to complete school work
- Assure that their child is healthy, well groomed, and clean
- Report immediately to school authorities any school-related problem or condition which affects their child or other children of the school community
- Maintain accurate and up-to-date telephone numbers, address and email at the school
- Assure that your child is picked up from school at the end of the school day or activity, in a timely manner

STUDENTS SHOULD:

- Attend school daily and on time.
- Come to class with appropriate working materials and ready to learn.
- Be respectful to (all) individuals and property.
- Conduct themselves in a safe and reasonable manner.
- Be well groomed, neat, clean, and dressed appropriately for a learning environment.
- Abide by the rules and regulations set forth by the, administration, building classroom teacher and support staff.
- Be responsible for themselves and complete work to the best of their ability.

STAFF SHOULD:

- Recognize and understand student needs and promote worth, dignity, and educational success.
- Make every reasonable effort to contact a parent if a student is absent or experiencing academic or behavioral difficulties.
- Establish clear and concise classroom expectations for students.

- Maintain an atmosphere conducive to good behavior.
- Plan a flexible instruction to meet the needs of all students.
- Promote effective training of discipline based on fair and impartial treatment of all students.
- Develop a good working relationship among staff and students.
- Encourage parents to maintain communication between the school and home.
- Involve the entire community in improving the quality of life within the school and community.
- Be respectful for all students and staff members.

Disciplinary Action

Level One Discipline	Level Two Discipline	Level Three Discipline
<i>Level One Discipline violations will result in a "Bummer" slip.</i>	Level Two Discipline results in immediate referral.	Level Three Discipline results in immediate saturday school,
3 "Bummer" slips = A Referral	Consequences of a referral- Morning detention, lunch detention,	in house suspension, at home suspension, expulsion.
<i>Off Task - Student is noticeably not on task with online/offline work</i>	<i>Defiance/disobedience - This is blatant and mean spirited defiance...this includes:</i>	<i>Leaving Campus without our consent</i>
<i>Voice Volume- Student is still loud even after redirection</i>	1. Profanity directed at a teacher/coach	<i>Stealing</i>
<i>Out of Seat- Student get out seat without permission</i>	2. Leaving lab/classroom without permission	<i>Insubordination -multiple violations</i>
<i>Sleeping - Student falls asleep at desk or during class.</i>	3. Profanity including racist commentary/insults	<i>Repeated Detentions</i>
<i>Hat/Hood - Wearing a hat or hood in class or lab.</i>	4. Refusal to do any work all week long.	<i>Breaking Behavior Contract</i>
<i>Rough Housing - Student is being too playful with another during quiet time</i>	5. Skipping class	<i>Sexual harassment</i>
<i>Running in Building - Walking real fast is cool!</i>	6. Using phone or other inappropriate electronic devices to text/call/cheat	<i>Vandalism</i>
<i>Disrespect/Disobedience- Any of the aforesaid redirections is met with little resistanc</i>	7. Using laptops in class inappropriately by going on inappropriate websites	<i>Bullying</i>
<i>Throwing any object-</i>	8. Cheating/plagiarism in lab/classroom	<i>Fighting</i>
<i>Tardy to breakout</i>	9. Dress Code Violation	<i>Using computer inappropriately (hacking/using another student's ID)</i>
<i>Unprepared for breakout - Student arrives without proper materials for class</i>	10. Defacing school property	<i>Using gang symbols</i>
<i>Littering the classroom/lab or at lunch/break</i>	11. Any continued offense from level 1	<i>Threatening a student/teacher</i>
<i>Headphones in breakout</i>		<i>Possession of Firearms/Knives/Explosives</i>
<i>PDA- Public Display of Affection...hand holding, light kissing, purple (ing)</i>		<i>Causing blatant physical injury (without fighting)</i>
<i>Disruption or Defiance - This is talking loudly, mild disrespect towards staff/students</i>		<i>Use of drugs/alcohol or tobacco on/before/after school</i>
<i>Cell Phone is out in lab/class</i>		<i>Multiple violations of level 1 and 2 discipline</i>
<i>Chewing Gum/Eating at Desk/Breakout</i>		
<i>Unclean or unkempt workstation</i>		
These infractions will result in a referral. A referral will yield a morning/lunch	Multiple referrals at this level of discipline will result in parent conference,	Infractions at this level are pretty serious infractions and will be
detention,and/or campus beautification (pick up trash at lunch).	behavior contract, etc. etc.	dealt with as they occur.
	Possible in-house suspension, Saturday School, or at home suspension	Penalties will result in in-house suspension, at home suspension
		or expulsion

Violation of school behavior expectations may result in one or more of the following actions above.

Restorative Justice

SVFlex is committed to developing a system of Restorative Justice when inappropriate behavior could result in suspension or expulsion. Although students may still receive those consequences, we also wish to understand why the behavior occurred and work with students to prevent poor choices in the future.

Implementing a system of Restorative Justice

- Restorative Justice (RJ) requires that schools work to restore those who have been injured.
- Those students directly involved and affected by the discipline issue should have the opportunity to participate fully in the response if they wish.
- The school's role is to preserve a just system and for the school culture to build and maintain a just peace.

There are four key values:

- Encounter: Create opportunities for discipline offenders and victims to meet and discuss the infraction.
- Amends: Expect the discipline offender to take steps to right the harm they have caused.
- Reintegration: Restore the offender and victim back into the school culture.
- Inclusion: Provide opportunities for those with a stake in the offense to participate in its resolution.

Behavior Policy rules and policy shall be consistent with Flex Public Schools Board policy, and law. Rules and Behavior standards will be revised as necessary and will be reviewed yearly by the Board.

Video Monitoring

The school is equipped with a video surveillance security system. Video footage may be used as part of disciplinary investigations and actions.

Search and Seizure Policy

Student Searches

A student's person and/or personal effects (e.g. backpack, purse, pockets, etc.) may be searched if a school official has reasonable suspicion that the student has violated or is violating either the law or Charter School rules and regulations, including, but not limited to, possession of illegal, unauthorized or contraband materials. Illegal, unauthorized or contraband materials include those materials which are dangerous to the health or safety of students or school personnel, are disruptive or potentially disruptive, or which have been cited as unauthorized in school rules or regulations.

Articulate facts must support a school official's reasonable suspicion that a search is justified. In no case shall a search be conducted if predicated on mere curiosity, rumor or hunch.

Any search of a student and/or their personal effects shall be conducted in the presence of another adult witness whenever possible. The scope of the search shall be reasonably related to the objectives of the search and not excessively intrusive in light of the age and sex of the pupil and the nature of the infraction.

In no case shall a strip search be conducted by school officials, including asking a student to remove or arrange some or all of their underclothing, and/or inspecting of parts of the student's underclothing or body.

Student Use Areas

Student use areas, including, but not limited to, instructional and recreational space, are school property and remain at all times under the control of Charter School. However, students shall assume full responsibility for the security and condition of these areas. Periodic general inspections of instructional space and other areas of the school may be conducted by school officials for any reason at any time without notice.

Canine Searches

School officials or appropriately trained individuals, including campus security, school police/resource officers, or a qualified and authorized agency with whom Charter School has contracted, may use trained detection dogs in inspections for illegal, unauthorized or contraband materials in school facilities and around school grounds. All dogs must be accompanied by a qualified and authorized trainer who will be responsible for the dog's actions and who can verify the reliability and accuracy in sniffing out contraband. Trained detection dogs may sniff lockers, student use areas, and other inanimate objects throughout school property. Such inspections are not considered searches and do not require reasonable suspicion.

An indication by the dog that illegal, unauthorized or contraband materials are present on school property shall constitute reasonable suspicion, authorizing school officials to search the area or other inanimate object and closed containers and objects within, without securing the consent of the student.

If school officials have individualized reasonable suspicion, as described in this policy, that a student is in possession of unauthorized or contraband materials, a trained detection dog may also sniff the individual student.

Lockers or Storage Areas

Student lockers or other storage areas such as P.E. lockers, storage bins, desks, or receptacles used for student belongings, are school property and remain at all times under the control of Charter School. Students shall assume full responsibility for the security of their lockers, storage areas, and belongings contained therein. Student lockers or storage areas may not be used to store illegal, unauthorized, or contraband materials.

The acceptance and use of locker or storage facilities on school campus by any student shall constitute consent by the student to the search of such locker facilities by authorized school personnel and/or law enforcement. Inspections of lockers may be conducted by school personnel and/or law enforcement through the use of trained dogs.

Seizure of Illegal, Unauthorized, or Contraband Materials

If a search yields illegal, unauthorized, or contraband materials, such materials shall be turned over to the proper legal authorities for disposition.

Discipline

If illegal, unauthorized or contraband materials are discovered during a search, including but not limited to searches conducted by school officials, trained detection dogs or metal detectors, school officials may impose discipline upon the student(s) (including suspension and/or expulsion) in accordance with Charter School's

discipline policies and procedures. Charter School shall notify law enforcement authorities if any search and/or seizure results in the discovery of illegal contraband, such as but not limited to drugs or weapons.

Corporal Punishment

Corporal Punishment will not be used as disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of physical pain on a student.

For the purposes of this 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 district property.

Community Service

The Head of School or designee, except when suspension or expulsion is required by law, may require a student to perform community service on school grounds during non-school hours instead of imposing other disciplinary action.

Recess Restriction/Lunch Detention

Academic may restrict a student's recess time under the following conditions when he/she believes that this action is the most effective way to bring about improved behavior.

- The student shall be given time to use the restroom, get a drink of water or eat lunch as appropriate
- The student shall remain under the academic staff's supervision during the period of detention
- Staff shall inform the Head of School of any recess restrictions they impose

Detention before School

- Students may be detained for up to one hour before the regular school day under the following conditions:
 - A parent will be given at least 24 hour notice of the day and the time that the detention will be served
 - The student shall remain under the supervision of an academic staff member during the period of detention

Saturday School

Students who fail to serve an assigned detention more than twice will be required to attend "Saturday School". Saturday school runs from 8:00 am to 12:00 pm. Saturday School will also be assigned to students with truancy issues. Saturday school can be assigned in addition to or in lieu of other forms of discipline as deemed appropriate by the Dean of Students, the Head of School or the Counselor.

School Rules and General Behavior Standards

The following Rules and Behavior standards apply to all students

- Students may not interfere with a teacher's responsibility to teach and a student's right to learn
- Willful defiance of school authority and disruptive behavior will not be tolerated
- Students are to conduct themselves in a responsible and respectful manner at all times. Fighting, pushing, horseplay, biting, shoving, kicking or throwing of objects, at any time are considered poor behavior and will not be tolerated

- Students must treat each other with respect, courtesy and tolerance. Name calling, slurs (racial, ethnic, or personally demeaning comments) will not be tolerated
- Students are responsible for arriving on time, to be in the appropriate attire, to have appropriate materials and be ready to learn
- Students are only allowed in the building under appropriate adult supervision. There is no loitering or loud noise in the halls, corridors, outdoor space or café. Students are only allowed in designated areas
- Food items may be consumed only at break, lunch and designated areas and times. Eating food or drinking beverages other than water is not allowed in classrooms, learning labs, or lobby
- Students should observe all traffic laws to and from school. Students should cross streets at marked crosswalks, remain in designated areas and respect the property of others.
- Students riding their bikes, skateboards or scooters to and from school must obey all traffic laws and wear safety helmets if they are under the age of 18.
- Students must walk their bikes, skateboards and scooter while on campus.
- Students should wait to be picked up in the designated areas and not cross the street in the front of the school

School and Personal Property

- Students must treat school property and the personal property of others with respect
- Students/parents will be held responsible for any necessary financial reimbursement for damage or destruction of school property.
- Students are responsible for all textbooks and materials assigned to them. Lost, damaged, or stolen items must be paid for, and students/parents will be billed for the replacement cost.
- Personal belongings not related to school activities may not be brought to school unless specific permission from a staff member has been given.
- The sale of any items on campus is prohibited without the approval of the school administration.

Prohibited Items

- Possession or use of a firearm on the school grounds, or on the way to and from school, is prohibited and will result in expulsion
- Possession or use of knives or weapons of any kind on the school grounds, or on the way to and from school, is prohibited and is cause for suspension or expulsion
- Possession or use of firecracker, caps, matches, or types of flammable or explosive material is not permitted on school grounds and is cause for suspension or expulsion
- Dangerous, potentially harmful, or disruptive objects are not permitted. This rule also applies to items that mimic dangerous items.
- Possession, use, sale, buying or arranging to buy or sell drugs, alcohol, and other controlled substances is prohibited and will result in suspension or expulsion
- Possession, use, sale, buying or arranging to buy or sell tobacco is prohibited and is cause for suspension

Prohibited Activities

- The school is a closed campus, except for those students who have earned off campus privileges for academic achievement. Once students arrive at school they may not leave until they have been officially dismissed or they have received specific permission
- Students are allowed in the building only under appropriate adult supervision.
- Any actions or words, which may be defined or interpreted as sexual harassment will not be tolerated
- Profane, vulgar, or obscene language or action will not be tolerated
- Gambling of any sort will not be tolerated and may result in suspension
- Extortion, arson and theft will not be tolerated and may result in suspension and/or expulsion
- Cyber bullying/cyber harassment will be subject to discipline by school administration up to and including suspension and or expulsion.

Use of Electronic Devices

- Students may carry a cell phone to school and to school-sponsored activities.
- Students may not use cell phones during instructional time unless in an emergency situation as defined by staff. Students may use cell phones on campus before and after school.
- It is the student's responsibility to ensure that their cell phones are turned off and out of sight during unauthorized times.
- Students who violate the above restrictions will be considered responsible of creating a disruption to the instructional environment and are subject to disciplinary action including suspension, as well as, confiscation of phone which will be returned to the student's parent or guardian.
- Students shall be personally and solely responsible for the security of their cell phones and other electronic devices. Silicon Valley Flex Academy is not responsible for the theft, loss or damage of these devices.

Harassment

Silicon Valley Flex Academy is committed to providing students with an educational environment that is free of harassment. SF Flex considers sexual harassment, and other harassment including but not limited to: harassment based on sexual orientation and gender, race, national origins, and disability a major offense. Harassment constitutes cause for disciplinary action, up to and including suspension and expulsion.

Sexual Harassment

Sexual Harassment means unwelcome sexual advances, request for sexual favors, and other verbal, visual or physical conduct of a sexual nature, made by someone in the work or educational setting, under any of the following circumstances:

- Submission to the conduct is explicitly or implicitly made a term or a condition of a student's academic status or progress
- Submission to or rejection of the conduct by a student is used as the basis for educational or academic decisions affecting the student
- Such conduct substantially or unreasonably interferes with a student's academic performance or creates and intimidating, hostile, or offensive educational environment

- Even if the conduct or language is not sexual in nature, harassment based on the victim's sex may create a sexually discriminatory working or learning environment
- Sexual harassment also includes any act of retaliation against a student for reporting violations of school's policy or for participating in the investigation of a sexual harassment complaint

Sexual Orientation/Gender Identity Harassment

Sexual orientation describes whether a person is attracted to members of the same sex, to members of the opposite sex or to members of both sexes. Gender is defined as a person's sex or perceived sex, and includes a person's perceived identity, appearance or behavior, whether or not that identity, appearance, or behavior is different from that traditionally associated with a person's sex at birth. Examples of harassment may include, but are not limited to:

- Slurs, epithets, threats, verbal abuse, or derogatory comments based on sexual orientation or gender identity
- Jokes, stories, obscene letters, drawings, pictures or gestures based on sexual orientation or gender identity
- Spreading rumors regarding another's sexual orientation or gender identity
- Inappropriate touching or physical assault of another known or perceived to be gay, lesbian, bisexual or transgender

Racial Harassment

Racial harassment can include unwelcome verbal, written or physical conduct, directed at the characteristics of a person's race or color, such as nicknames emphasizing stereotypes, racial slurs, and comments on manner of speaking and negative references to racial customs.

National Origins Harassment

Harassment on the basis of the national origin is unwelcome verbal, written or physical conduct, directed at the characteristics of a person's national origin, such as negative comments regarding surnames, manner of speaking, customs, languages or ethnic slurs.

Disability Harassment

Disability harassment includes harassment based on a person's disability mental or physical condition and includes any unwelcome verbal, written or physical conduct, directed at the characteristics of a person's disabling condition, such as imitating manner of speech or movements, or interference with necessary equipment.

Religious Harassment

Harassment based on religion is statements expressing offensive religious opinions, jokes expressing religiously offensive ideas, religious based threats, slurs and insults and repeated, unwanted religious solicitations.

Bullying Prevention

Silicon Valley Flex Academy believes that all students have a right to a safe and healthy school environment. The school and community have an obligation to promote mutual respect, tolerance, and acceptance. Bullying constitutes cause for disciplinary action up to and including suspension and expulsion.

SV Flex will not tolerate behavior that infringes on the safety of any student. A student shall not intimidate or harass another student through words or actions. Such behavior includes: direct physical contact, such as hitting or shoving; verbal assaults, such as teasing or name-calling; and social isolation or manipulation.

Students and/or staff are to immediately report incidents of bullying to Head of School or designee. Staffs are expected to immediately intervene when they see a bullying incident occur. Each complaint of bullying should be promptly investigated. This policy applies to students on school grounds, while traveling to and from school or a school-sponsored activity, during the lunch period, whether on or off campus, and during a school-sponsored activity.

To prevent conflict, SV Flex will incorporate conflict resolution education and problem solving techniques into the curriculum and campus programs. This is an important step in promoting respect and acceptance, developing new ways of communicating, understanding, and accepting differing values and cultures within the school community and helps ensure a safe and healthy learning environment

Conflict resolution can include, but is not limited to, the following:

- Students are to resolve their disputes without resorting to violence.
- Students, especially those trained in conflict resolution and peer mediation, are encouraged to help fellow students resolve problems peaceably.
- Students can rely on staff trained in conflict resolution and peer mediation strategies to intervene in any dispute likely to result in violence.
- Students needing help in resolving a disagreement, or students observing conflict may contact an adult or peer mediators
- Students involved in a dispute will be referred to a conflict resolution or peer mediation session with the Guidance Counselor

Conflict resolution procedures shall not supplant the authority of staff to act to prevent violence, ensure campus safety, maintain order, and discipline students.

Uniform Complaint Procedures

Silicon Valley Flex Academy's policy is to comply with applicable federal and state laws and regulations. SV Flex is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. This complaint procedure is adopted to provide a uniform system of complaint processing. The Uniform Complaint Procedures and form can be found on our school website or is available from the school.

Suspension/Expulsion

This Pupil Suspension and Expulsion Policy have been established in order to promote learning and protect the safety and well-being of all students at the Silicon Valley Flex Academy. When the policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy and procedures has been prepared to provide due process to all students. The list of offenses and procedures provide adequate safety for students, staff, and visitors to the school and serves the best interests of the school's pupils and their parents/guardians.

The School does not have the authority to expel students from the school district where the school is located or where the student lives. Expulsion from the appropriate school district will be pursuant to school district policies and procedures. Accordingly, the terms suspension and expulsion used in these policies only refers to suspension from the School, not necessarily any school district.

A student identified as an individual with disabilities or for whom the 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 regular education students except when federal and state law mandates additional or different procedures. The School will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom the 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.

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 the School or at any other school or a School sponsored event, 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.

Suspension Offenses

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 of 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 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 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 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 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 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 prescription drugs.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or pre-initiation 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 terrorist 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, threaten 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, as defined in subdivisions (f) and (g) of Section 32261 of the Education Code , directed specifically toward a pupil or school personnel.

- 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).

Mandatory Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

1. Possessed, sold, or otherwise furnished any firearm, knife, 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 Head of School or designee's concurrence.
2. Brandishing a knife
3. Unlawful selling of a controlled substance
4. Attempting or committing sexual assault or committing sexual battery.

Suspension Procedures

Suspensions will be imposed only when other means of corrective action fail to bring about proper conduct. However, a pupil, including an individual with exceptional needs, may be suspended for any of the reasons outlined upon a first offense, if the principal or designee determines that the pupil's presence causes a danger to persons or property or threatens to disrupt the instruction process.

The principal or designee may suspend a pupil for no more than five consecutive school days for a single offense.

Conference

Suspension shall be preceded, if possible, by a conference conducted by the Head of School or the Head of School's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or school employee who referred the student to the Head of School. The conference may be omitted if the Head of School or designee determines that an emergency situation exists or if time does not permit. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or 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 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 school officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

Notice to Parents/Guardians

At the time of suspension, the Head of School 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 offense committed by the student. In addition, the notice may also state the date and time when the student may return to

school. If 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.

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 Head of School or Head of School'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. This determination will be made by the Head of School or designee upon either of the following determinations: 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.

Expellable Offenses

Discretionary Expellable Offenses

The Head of School shall recommend a pupil's expulsion for any of the following acts committed at school or at a school activity off school grounds, unless the Head of School finds that expulsion is inappropriate due to the particular circumstances:

- a) Causing serious physical injury to another person, except in self-defense.
- b) Possession, of any knife, explosive, or other dangerous object of no reasonable use to the pupil
- c) Unlawful possession of any controlled substance
- d) Robbery or extortion
- e) Assault or battery on a school employee.

Mandatory Expellable Offenses: Students must be expelled for any of the following acts committed at school or school activity.

1. Firearm

- a) Possessing firearm when a school employee verified firearm possession and when student did not have prior written permission from a certificated employee which is concurred with by the principal or designee
- b) Selling or otherwise furnishing a firearm

2. Brandishing a knife at another person

3. Unlawfully selling a controlled substance listed in *Health and Safety code Section 11053 et. seq.*

4. Committing or attempting to commit a sexual assault as defined in subdivision (n) of EC 48900 or committing sexual battery as defined in subdivision (n) of 48900.

5. Possession of an explosive

Authority to Expel

A student may be expelled either by the Head of School following a hearing or by the Executive Administrative Panel upon the recommendation of a Head of School. Prior to ordering a pupil expelled for all permissive grounds must also find either of the following:

That other means of corrections are not feasible or have repeatedly failed to bring about proper conduct.

That due to the nature of the violation, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

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) calendar days after the Head of School or designee determines that the Pupil has committed an expellable offense.

The hearing shall consist of the Head of School and/or a designee and 2 staff members. It will be held in closed session unless the pupil makes a written request for a public hearing three (3) calendar days prior to the 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, unless waived in writing by the student's parent or guardian. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

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

Upon completion of the expulsion hearing:

- i) Parents/guardians/caregivers and student will be notified within three calendar days as to the decision reached by the Head of School and the Administrative Panel.
- j) If the panel decides not to expel, the student will return to school with a 3 month contract which details expectations. If not followed the student will begin the expulsion process revisiting the prior offense(s) and evidence of the new infraction.
- k) If the student is expelled, the student has 2 calendar days to withdraw from school.

Appeals must be made in writing within 3 business days of the decision. Within the body of the letter should be noted why the decision should be overturned, what was learned by the student from this incident, and what they will do differently if admitted back in the school. This letter can be written by the parent/guardian/caregiver, but is suggested to be written by the student:

Flex Public Schools
Executive Administrative Panel
555 Post Street
San Francisco Ca. 94102

Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The 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 which shall be examined only by the School, Panel Chair or the hearing officer in the expulsion. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

- a. 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.
- b. The 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.
- c. At the discretion of the person or panel conducting the 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.
- d. The person conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- e. The person 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.
- f. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
- g. If one or both of the support persons is also a witness, the School must present evidence that the witness' presence is both desired by the witness and will be helpful to the School. The person 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.

- h. 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.
- i. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in the 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.
- j. 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.

Students with Disabilities

A pupil identified as an individual with disabilities or for whom the School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act (“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 disciplinary action, including suspension and expulsion, and is accorded the same due process procedures applicable to regular education pupils except when federal and state law mandates additional or different procedures. The School will follow the IDEA, Section 504, and all applicable federal and state laws when imposing any form of discipline on a pupil identified as an individual with disabilities or for whom the 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 pupils.

The following procedures shall be followed when a student with a disability is considered for suspension or expulsion. These procedures will be updated if there is a change in the law.

SERVICES DURING SUSPENSION

Students suspended for more than ten (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; and receive, as appropriate, a functional behavioral assessment or functional analysis, 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.

PROCEDURAL SAFEGUARDS/MANIFESTATIONS 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 School, the parent, and relevant members of the IEP Team shall review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine:

- ✓ If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- ✓ If the conduct in question was the direct result of the local educational agency's failure to implement the IEP.
- ✓ If the School, the parent, and relevant members of the IEP 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 School, the parent, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the child's disability, the IEP Team shall:
- ✓ Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that the School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- ✓ 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
- ✓ Return the child to the placement from which the child was removed, unless the parent and the School agree to a change of placement as part of the modification of the behavioral intervention plan.
- ✓ If the School, the parent, and relevant members of the IEP 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, then the 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.

DUE PROCESS APPEALS

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the 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 HOS and/or Board of Flex Public Schools, and may possibly involve the School's SELPA if helpful to the School. When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the school, 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 School agree otherwise.

SPECIAL CIRCUMSTANCES

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 Head of School 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

- 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;
- 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
- 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.

INTERIM ALTERNATIVE EDUCATIOAL SETTING

The student's interim alternative educational setting shall be determined by the student's IEP team.

PROCEDURES FOR STUDENTS NOT YET ELIGIBLE FOR SPECIAL EDUCATION SERVICES

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

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

1. 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 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.
2. The parent has requested an evaluation of the child.
3. The child’s teacher, or other 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 School supervisory personnel.
4. If the 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 IDEA-eligible children with disabilities, including the right to stay-put. If the School had no basis for knowledge of the student’s disability, it shall proceed with the proposed discipline. The School shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by the School pending the results of the evaluation.
5. The School shall not be deemed to have knowledge of 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.

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.

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, Panel or designee 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 Board who will make a final determination regarding the expulsion. The final decision by the Board shall be made within ten (10) school days following the conclusion of the hearing. The Decision of the Board is final.

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

Disciplinary Records

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

Expelled Pupils/Alternative Education

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.

Rehabilitation Plans

Students who are expelled from the School shall be given a rehabilitation plan upon expulsion as developed by the 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 School for readmission.

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 Board following a meeting with the Head of School and the pupil and 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 Head of School shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon the School's capacity at the time the student seeks readmission.

Enrollment Contract

Enrollment Contract and Acknowledgement of Expectations

All parents are responsible for reading and signing this document in order to complete the enrollment process and begin school at Silicon Valley Flex Academy. A signature below signifies your compliance with the statements outlined in this contract.

Please check the box to accept each of the following statements:

- I understand that as the legal guardian, both my child and I will be required to follow all policies outlined in the Silicon Valley Flex Academy Handbook.**
- I understand I have chosen a public school to enroll my child that has attendance requirements, which we are expected to meet on a daily basis. Failure to attend school will result in a truancy process.**
- I understand that my child will be expected to attend school at the designated Silicon Valley Flex Facility five days per week and not doing so we will be required to start to the truancy process. A student who reaches ten days of absence will be notified to attend an Attendance Hearing.**
- I understand if my child is absent, it is my responsibility to contact the main office immediately to provide them with a “valid” reason for the absence.**
- I understand my child will be required to complete rigorous coursework in an online curriculum and in class on a daily basis.**
- I understand that enrolling in SV Flex, it includes my student’s participation in all local and state testing assessments and initiatives (CASSP, Scantron, I-Ready, etc...)**
- I understand that there will be required times throughout the week for my child to participate in online teacher-led instructional activities.**
- I understand that I may be required to participate in conferences with my child’s teachers or coaches.**
- I understand that it is my responsibility to arrange for transportation to and from the school for my child.**
- I understand that the Silicon Valley Flex Academy has high expectations of students and families and that we will need to comply with all rules and guidelines of the SV Flex Academy.**
- I understand my student is expected to follow the Student Code of Conduct and will be subject to consequences for any discipline related issues.**

- I understand my student will have access to the internet and school-supplied computer equipment during the day that is school property. Any damage done to school property will result in consequences according to school policies and the code of conduct.

I _____, (print parent/guardian name) sign and agree to the terms outlined in the SV Flex Enrollment Contract.

(Parent/Guardian Signature)

Date

(Print Student(s) Name(s))

Date

Student Acceptable Use Agreement

I, _____, the parent/guardian of _____,
(Parent/Guardian Name—Print) (Student Name—Print)

agree to allow my child to have access to the Internet through the SV FLEX system. I have read and agree to the SV FLEX Acceptable Use Policy for Internet access, and to be responsible for the behavior of my child. I understand SV FLEX cannot guarantee the accuracy or appropriateness of information or material that my child may encounter on the Internet.

I shall not hold SV FLEX responsible for materials acquired by my child on the system, for violations of copyright restrictions, users' mistakes or any costs incurred by my child.

I understand that the following is a non-exhaustive list of activities that will not be tolerated, and that violations may result in disciplinary and/or legal action:

- using obscene, profane, lewd, vulgar, rude, inflammatory, hateful, threatening or disrespectful language;
- engaging in "cyberbullying" as this term is defined and described in the SV FLEX Student Acceptable Use Policy;
- violating copyright laws;
- using another person's account and password;
- deliberately engaging in activities that disrupt or harm hardware or systems, interfere with computer or network performance, interfere with another's ability to use equipment and systems, or destroy data; or
- Knowingly or recklessly taking action that threatens the security of the SV FLEX system.

Parent or Guardian Signature

Date



Withdrawal Authorization Form

Student First Name: _____ **Last Name:** _____

Grade: _____ **Date:** _____ **Last Day of Attendance:** _____

Reason for Withdrawal: *(Please check only one box that best applies)*

- Curriculum/Material
- Religious Beliefs
- Economic Hardship
- Family Member Personal/Health
- Time Commitment/Organization/Skills
- Student's Job Interfered
- New Guardian
- Moving
- Student Wants to Get GED
- Military Deployment/Transfer
- Enrolling in Another K12 Option
- Lack of Start-Up Support
- Lack of Extracurricular Activities
- Teacher Issues
- Workload
- Administrator/Staff Issues
- Lack of Self-Paced Option
- School Too Structured
- Platform Issues
- School Policies
- Socialization Issues
- Transportation
- Needs Structure of Traditional School
- Other - Please Specify: _____

Based on your experience, how likely are you to recommend SV Flex to others?

- Very Likely
- Likely
- Neither Likely Nor Unlikely
- Unlikely
- Very Unlikely

Release of Records: *(Required in order for records to be sent to new school)*

I hereby authorize Silicon Valley Flex Academy to release my child's California Student Records, Health Records and Test Scores to the following school:

School Name: _____

Number: _____ Contact: _____

School Address: _____

City: _____ State: _____ Zip Code: _____

Parent/Guardian Name (please print): _____

Parent/Guardian Signature: _____

Office Use Only: Grades/Correspondence Pulled – **Date:** _____ **Initials:** _____

Withdrawn (OLS) – **Date:** _____ **Initials:** _____ (SIS) – **Date:** _____ **Initials:** _____

Employee Handbook for the employees of



July 2014



TABLE OF CONTENTS

WELCOME!	5
INTRODUCTION	6
DEFINITIONS	6
NOTICE TO EMPLOYEES	7
CHANGE IN POLICY	7
EMPLOYMENT POLICIES	8
AT-WILL EMPLOYMENT.....	8
EQUAL EMPLOYMENT OPPORTUNITY.....	8
AMERICANS WITH DISABILITIES ACT (ADA).....	9
PERSONNEL FILES.....	9
EMPLOYMENT REFERENCES	9
JOB PERFORMANCE EVALUATIONS	9
SEPARATION FROM EMPLOYMENT	10
HIRING	11
RECRUITMENT	11
REFER A NEW HIRE	11
ORIENTATION	12
NEW EMPLOYEES ORIENTATION.....	12
ORIENTATION PERIODS	12
EMPLOYEE CONDUCT	13
ANTI-HARASSMENT	13
GUIDELINES FOR APPROPRIATE CONDUCT	15
CONFIDENTIALITY	17
ETHICS.....	18
OUTSIDE EMPLOYMENT.....	18
VIOLENCE IN THE WORKPLACE	19
CUSTOMER RELATIONS.....	20
EMPLOYMENT OF RELATIVES.....	20
EMPLOYEE SAFETY AND HEALTH	21
WORKPLACE ACCIDENTS.....	21
DRUG-FREE WORKPLACE	22
COMPLAINT RESOLUTION PROCEDURE	23
HOURS AND COMPENSATION POLICIES	24

REST AND LUNCH PERIODS FOR NONEXEMPT EMPLOYEES.....	24
LACTATION BREAK.....	24
HOURS OF OPERATION.....	25
PAYROLL PRACTICES.....	25
PAYDAY.....	25
MANDATORY DEDUCTIONS FROM PAYCHECK.....	25
EXPENSE REIMBURSEMENT.....	26
ABSENTEEISM AND TARDINESS.....	27
TIMESHEETS.....	28
OVERTIME FOR NONEXEMPT EMPLOYEES.....	28
EXEMPT EMPLOYEE REDUCTION OF SALARY.....	29
ERRORS IN PAY.....	30
OPERATIONS POLICIES.....	31
APPEARANCE.....	31
USE OF COMPANY AND/OR PERSONAL VEHICLES.....	31
PERSONAL PHONE CALLS AND PERSONAL BUSINESS.....	32
USE OF COMMUNICATION SYSTEMS.....	32
INTERNET CODE OF CONDUCT.....	33
PROFESSIONAL BOUNDARIES: STAFF/STUDENT INTERACTION POLICY.....	35
Professional Boundaries.....	35
Duty to Report.....	36
Use of Electronic Media by Staff to Communicate with Students.....	36
GIFTS AND FAVORS.....	38
COMPANY PROPERTY.....	39
WEAPONS.....	40
SMOKING.....	40
WIRELESS COMMUNICATION DEVICE USE GUIDELINES.....	41
ERGONOMICS.....	42
LEAVE OF ABSENCE POLICIES.....	43
FAMILY AND MEDICAL LEAVE.....	43
FAMILY AND MEDICAL LEAVE UNDER THE CALIFORNIA FAMILY RIGHTS ACT and CALIFORNIA'S PREGNANCY DISABILITY LEAVE LAW.....	47
PREGNANCY DISABILITY LEAVE.....	52
CONTINUATION OF BENEFITS.....	54
MILITARY LEAVE OF ABSENCE.....	54
CALIFORNIA FAMILY MILITARY LEAVE.....	55

PERSONAL NON-FMLA/CFRA LEAVE OF ABSENCE	55
CALIFORNIA DONOR LEAVE	56
BEREAVEMENT LEAVE	56
SCHOOL OR DAY CARE ACTIVITY LEAVE	57
EMERGENCY RESCUE PERSONNEL	57
JURY DUTY AND WITNESS LEAVE	57
LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE OR SEXUAL ASSAULT	58
LEAVE FOR VICTIMS OF FELONY CRIMES	59
WORKERS' COMPENSATION INSURANCE	59
EMPLOYEE BENEFITS	60
HOLIDAYS	60
VOTING	60
VACATION – SILICON VALLEY FLEX ACADEMY ONLY	61
PAID TIME OFF (PTO) - SAN FRANCISCO FLEX ACADEMY ONLY	62
SICK DAYS - SILICON VALLEY FLEX ACADEMY ONLY	63
EMPLOYEE RETIREMENT PLANS	63
EMPLOYEE BENEFIT PLANS	63
INSPERITY ONLINE SERVICES	64
ACKNOWLEDGMENTS	<i>Last 2 Pages</i>

WELCOME!

It is our pleasure to welcome you to Flex Public Schools (“Flex”). We have two campuses – a High School located in San Francisco and a Middle/High School located in Morgan Hill (Silicon Valley). We are an energetic and creative group dedicated to maintaining high standards of excellence, quality and professionalism. We value each one of our employees and we hope that you find your work here rewarding and satisfying.

Please read this document carefully so that you can understand who we are and what we do. We think we are a special-place made all the more special by the hard work and dedication of our employees.

We hope you will find satisfaction in your job and take pride in your work.

Introduction to the Flex Public Schools

While Flex Public Schools are as indicated public schools, they are unique in that they are hybrids, combining the best of traditional education with the best of online education. The students are onsite every day as are the core teachers and other additional staff, but Flex takes advantage of the self-pacing and power of online courses.

We recommend that you read the Flex charter as well as the Flex Student and Family handbook in order to familiarize yourself with the School’s policies and ethos.

FLEX MISSION

The mission of the Flex Public Schools is to create outstanding schools where each child’s full potential is developed with engaging, individualized online learning, and to help school districts and others replicate this innovative educational model.

FLEX BACKGROUND

Flex Public Schools is a California public benefit nonprofit corporation.

Each of the Flex schools in California is a public charter School that is funded by state tax dollars. We have one board of trustees comprised of community members who are passionate about providing additional educational opportunities to the students of California. The Board has entered into a management contract with K12 Inc., a Virginia based education services and Curriculum Company.

INTRODUCTION

An interesting and challenging experience awaits you as an employee of Flex and Insperty (collectively "the Company"). We have written this handbook in order to answer some of the questions you may have concerning the policies of the Company and, in certain instances where noted, policies specific to Flex. Please read it thoroughly and retain it for future reference. Should you have any questions regarding any policies, please ask either the onsite supervisor or your Insperty human resource specialist for assistance.

In connection with your employment with Flex, Insperty handles the administrative responsibilities for human resources related issues such as payroll processing and benefits, and it supports Flex in many personnel issues, while Flex handles the day-to-day activities related to its core business. You should have already signed an Employment Agreement outlining your employment relationship with Insperty. Questions relating to payroll, benefits or human resources issues should be directed to either the onsite supervisor or Insperty's payroll or human resource specialist.

DEFINITIONS

- The term "employee" as used throughout this handbook means those employees co-employed by Flex and Insperty.
- The term "employment" as used throughout this handbook means your employment with Flex and Insperty.
- The term "Company" as used throughout this handbook means both Flex and Insperty.
- The term "School" or Flex as used throughout this handbook means the separate business entity that has entered into a contractual co-employment relationship with Insperty.
- The term "onsite supervisor" as used throughout this handbook means Insperty's designated contact at Flex. The onsite supervisor may, at his/her discretion, delegate responsibilities contained in these policies to other supervisory personnel.

This handbook is not a contract guaranteeing employment for any specific duration. Your employment with Insperty is at-will. Your employment with Flex is also at-will unless a duly authorized employment agreement with Flex provides otherwise. An at-will employment relationship means that both you and the Company have the right to terminate your employment at any time. No

supervisor, manager or representative of the Company, other than a president or vice president, has the authority to change your at-will status, enter into any agreement for employment for any specified period, or make any promises or commitments contrary to the foregoing. Flex, however, maintains the ability to enter into employment agreements independent of Insperity. Such agreements are not duly authorized and enforceable unless they are in writing and signed by both you and either the head of school, president or executive director of Flex. If you enter into a duly authorized employment agreement with Flex regarding any aspect of your employment, it is not binding on Insperity and does not alter the at-will nature of your employment with Insperity.

NOTICE TO EMPLOYEES

This Employee Handbook supersedes all previous Company handbooks and policies, other than the policy of at-will employment which may only be changed by a written document signed by either a head of school, president or executive director of the Company. In addition, this handbook supersedes all prior management memoranda to the extent that such memoranda contradict a subject or policy covered herein.

CHANGE IN POLICY

The policies in this handbook are subject to change at the sole discretion of the Company. We will notify you of these changes by appropriate means. Changes will be effective on dates determined by the Company, and you may not rely on policies that have been superseded. No supervisor or manager has any authority to alter the foregoing.

If you are uncertain about any policy or procedure, please check with the onsite supervisor.

EMPLOYMENT POLICIES

This handbook is designed to answer many of your questions about the practices and policies of the Company. These policies apply to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws.

Feel free to consult with your manager or Human Resources for help concerning anything you do not understand.

AT-WILL EMPLOYMENT

Your employment with Insperity is at-will. Your employment with Flex is also at-will unless a duly authorized employment agreement with Flex provides otherwise. As an at-will employee, you have not entered into a contract regarding the duration of your employment, which means you are free to terminate your employment with the Company at any time, with or without reason. Likewise, the Company, in its discretion, has the right to terminate your employment, or discipline, transfer or demote you at any time, with or without reason, as long as not otherwise prohibited by law. As provided in the Handbook Acknowledgement, nothing in this handbook creates or is intended to create a promise or representation of continued employment. This handbook supersedes any and all prior handbooks, written documents (with the exception of duly authorized employment agreements) or oral or implied representations that might otherwise contradict the at-will nature of your employment.

EQUAL EMPLOYMENT OPPORTUNITY

Flex and Insperity provide equal employment opportunities to all employees and applicants in all company facilities without regard to race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status, veteran status (including protected veterans), marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information, or sexual orientation in accordance with applicable federal, state and local laws.

This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

AMERICANS WITH DISABILITIES ACT (ADA)

The Americans with Disabilities Act (ADA) requires an employer to provide reasonable accommodations for individuals with disabilities, unless it would cause undue hardship to the Company. A reasonable accommodation may include changes in the work environment or in the way a job is performed that enables a person with a disability to enjoy equal employment opportunities.

If you require an accommodation, you must inform your supervisor that there is a need for an adjustment or change at work for a reason related to a disability. We will respond promptly and to the best of our ability to accommodate the needs of all employees.

PERSONNEL FILES

Insperty maintains a personnel file on each employee. You may review your personnel file upon request and in the presence of authorized personnel. If you are interested in reviewing your file, contact your Insperty payroll specialist to make arrangements.

To ensure that your personnel file is up-to-date at all times, notify your supervisor or your payroll specialist of any changes in your name, telephone number, home address, withholding instructions, number of dependents, beneficiary designations, scholastic achievements, the individuals to notify in case of an emergency, and so forth. An Employee Change in Status Notice will need to be filled out and sent to Insperty. You may also update your personal profile through the Employee Service CenterSM at esc.insperity.com.

EMPLOYMENT REFERENCES

All employment verification or reference requests on current or former employees are to be referred to Insperty through the Insperty hotline number at 800-242-8893, ext. 3796. Insperty will normally only release last title and dates of employment. All other requests for information on current or former employees also are to be referred to Insperty, who will consider and respond to the request.

Requests for employment verification for credit or mortgage purposes should also be referred to Insperty. Certain information will be provided only if the employee has signed a release.

JOB PERFORMANCE EVALUATIONS

You will be evaluated with respect to the specific job that you are performing. As you demonstrate the ability to take on additional responsibilities, your talents will

be utilized in the manner deemed most suitable to your demonstrated ability and the needs of the Company.

A written performance evaluation of each employee may be performed periodically. The evaluation will be conducted by your supervisor and will be reviewed with you. Any areas of specific achievement or need of improvement will be noted and discussed with you.

A positive performance review does not guarantee either an increase in compensation or continuing employment. Raises, if given, may be based on a number of factors, such as Flex funding, department or group performance and individual performance.

SEPARATION FROM EMPLOYMENT

An employee may be separated from employment either voluntarily or involuntarily by retirement, resignation, lack of work or termination.

Exit Interviews

Management may conduct an exit interview to discuss your reasons for leaving and any other impressions that you may have about Flex. During the exit interview, you can provide insights into areas for improvement for Flex and your specific position.

Return of Company Property

Any property issued to you by Flex, such as software, computer equipment, databases, files, cell phone, pager, keys, parking passes or credit card(s) must be returned at the time of your termination. You will be responsible for any lost or damaged items.

Resignation

Any employee who voluntarily resigns is requested to provide the Company with advance written notice of no less than two weeks as is customarily done as a business courtesy. Failure to provide such notice may result in the employee not being eligible for rehire.

HIRING

RECRUITMENT

We understand that we are only as good as our employees, so we search as widely as possible for talented and motivated individuals to fill needed positions in our School. Our recruitment methods include referrals from Flex families and teachers, advertising at Job Expo and Educational Showcases, Online Job Posting through Ed-Join, Teach 4 America, California Charter School Association, Universities and Monster Trak, among others.

Although these methods have served us well in the past, we know that the marketplace is ever changing and finding high quality people is an evolving process. We encourage our employees to share with us their ideas and suggestions as to what more we can do to find and acquire talented and motivated individuals.

We conduct all recruiting in a fair and non-discriminatory manner.

REFER A NEW HIRE

Our employees know our needs and School culture and are often best situated to recommend employees to fill open positions within Flex. We have often found that some of our best recruits have resulted from referrals from our current employees. We encourage you to continue recommending candidates who have the potential to represent a great fit within Flex.

ORIENTATION

NEW EMPLOYEES ORIENTATION

Within your first few days of employment with Flex, you will be scheduled for a New Employee Orientation Meeting or an online training session. During this meeting or training session, you will receive important information about Flex's policies and procedures. You will also be asked to complete paperwork and forms relating to your employment such as tax withholding forms, emergency contact forms and benefits information. We encourage you to ask any questions you might have about Flex during the orientation meeting. If additional questions come up after the meeting you can ask your supervisor at anytime.

ORIENTATION PERIODS

The first thirty (30) days of your employment are an orientation period. During this time, your supervisor will work with you to help you understand your job duties to perform your job successfully and what Flex expects of you.

You will complete your Insperity on-line training program including submission of all new hire paperwork and benefit enrollment prior to your first day of employment with Flex but no later than one week after employment start.

You will also meet with the Head of School to review your job goals and performance requirements. During the orientation period the administration team and your partner teachers will give you feedback on your performance and will be available to answer questions you might have.

Although we hope that you will be successful here, Flex may terminate your employment at any time, either during the orientation period or afterwards, with or without cause and with or without notice. You are also free to terminate your employment with Flex at anytime and for any reason, either during the orientation or afterwards. Successful completion of your orientation period does not guarantee you a job for any period of time or in any way change the at-will relationship.

Employees are eligible for benefits as of their commencement date.

EMPLOYEE CONDUCT

ANTI-HARASSMENT

Flex Public Schools and Insperity are committed to a work environment in which all individuals are treated with respect and dignity and are free from all forms of harassment and discrimination. Any form of harassment, even when not unlawful or directed at a protected category, is prohibited and will not be tolerated. All Employees, including supervisors, co-workers, vendors, contactors, customers or other third parties, are expected to adhere to this policy.

Reported or suspected occurrences of harassment or discrimination will be promptly and thoroughly investigated. Following an investigation, Flex Public Schools and Insperity will promptly take any necessary and appropriate disciplinary action.

Flex Public Schools and Insperity will not permit or condone any acts of retaliation against anyone who files or cooperates in the investigation of harassment or discrimination complaints.

1. The term “harassment” includes harassment based on any category protected by federal, state or local law, which may include, but is not limited to, unwelcome slurs, jokes, or verbal, graphic or physical conduct relating to an individual's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information, or sexual orientation.
2. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:
 - a. Submission to such conduct is an explicit or implicit term or condition of employment;
 - b. Employment decisions are based on an employee's submission to or rejection of such conduct; or
 - c. Such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

Complaint Procedure

Flex Public Schools and Insperity provide you with a convenient and reliable method for reporting incidents of alleged harassment, including sexual harassment, and discrimination. Any employee who feels harassed or

discriminated against is encouraged to immediately inform the alleged offender that the behavior is unwelcome. In many instances, the person is unaware his or her conduct is offensive and this action alone may often resolve the problem. If the informal discussion with the alleged offender is unsuccessful in remedying the problem, or if you do not feel comfortable with such an approach, you should immediately report the conduct to your immediate supervisor, manager or School owner and the Insperity Anti-Harassment Hotline number at 800-242-8893 (ext. 3000). We cannot resolve a harassment or discrimination problem, unless we know about it. Therefore, it is your responsibility to bring those kinds of problems to our attention so we can take the necessary steps to correct any problems. The report should include all facts available to you regarding the alleged harassment, sexual harassment, or discrimination.

When you call the Insperity Anti-Harassment Hotline, please be sure to leave your name, Insperity employee identification number or the last four digits of your social security number, and the name of the client School for which you work. If you wish to make an anonymous complaint, you may do so. However, the scope of our investigation may be limited based on the information you provide.

Confidentiality

All reports of alleged harassment, sexual harassment, or discrimination will be treated seriously. Confidentiality will be maintained to the extent possible. However, to conduct a thorough investigation, certain information may need to be disclosed to other individuals, including the alleged offender. Consequently, absolute confidentiality cannot be promised and cannot be guaranteed.

Investigative Procedure

Once a complaint of alleged harassment, sexual harassment, or discrimination is received, we will begin a prompt and thorough investigation. The investigation may include interviews with all involved Employees, including the alleged harasser, and any Employees who are aware of facts or incidents alleged to have occurred.

Following an investigation, Flex Public Schools and Insperity will promptly take any necessary and appropriate disciplinary action. Disciplinary action will be taken if the investigation reveals that an employee has acted in a manner that is not in alignment with the goals of this policy. Flex Public Schools and Insperity may address any workplace issue discovered during an investigation. This may include some or all of the following steps:

1. Restore any lost terms, conditions, or benefits of employment to the complaining employee.
2. Discipline the alleged harasser. This discipline may include written disciplinary warnings, transfer, demotion, suspension and/or termination of employment.

If the alleged harassment, sexual harassment, or discrimination is from a vendor, contractor, customer or other third party, Flex Public Schools the School and Insperity will take appropriate action to stop the conduct.

If you have made a complaint but feel that the action taken in response has not remedied the situation, you should make an additional complaint following the complaint procedure outlined in this policy.

Duties of Employees and Supervisors

All Employees of the School, both management and non-management, are responsible for assuring that a workplace free of harassment, sexual harassment, and discrimination is maintained. Any employee may file a complaint regarding incidents experienced personally or incidents observed in the workplace. The School strives to maintain a pleasant work environment where all Employees are able to effectively perform their work without interference of any type and requests the assistance of all Employees in this effort.

All managers and supervisors are responsible for doing all they can to prevent and discourage harassment, sexual harassment, and discrimination from occurring. If a complaint of harassment, sexual harassment or discrimination is raised, the individual to whom the complaint is made (i.e., supervisor, manager, School owner) should act promptly to notify the Insperity Anti-Harassment hotline number so an investigation may promptly proceed. The School and Insperity may discipline any managers or supervisors who fail to follow this policy, which discipline, may include termination.

GUIDELINES FOR APPROPRIATE CONDUCT

As a Company team member, employees are expected to accept certain responsibilities, follow acceptable business principles in matters of conduct, and exhibit a high degree of integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that employees refrain from any behavior that might be harmful to themselves, co-workers, the Company, or that might be viewed unfavorably by current or potential customers or by the public at large. Employee conduct reflects on the Company. Employees are, consequently, encouraged to observe the highest standards of professionalism at all times.

Types of behavior and conduct that the Company considers inappropriate include, but are not limited to, the following:

- Falsifying employment or other Company records;
- Violating the Company's Anti-Harassment Policy;
- Violating state, federal or local laws and regulations;

- Violating security or safety rules or failing to observe safety rules or the Company safety practices; failing to wear required safety equipment; tampering with the Company's equipment or safety equipment;
- Soliciting gratuities from customers or clients;
- Exhibiting excessive or unexcused absenteeism or tardiness;
- Possessing firearms, weapons or explosives on Company property without authorization, in violation of Company policy or while on duty;
- Using Company property and supplies, particularly for personal purposes in an excessive, unnecessary or unauthorized way;
- Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on Company premises or when representing the Company; fighting, or provoking a fight on Company property, or negligent damage of property;
- Reporting to work under the influence of drugs or alcohol, and/or illegally manufacturing, possessing, using, selling, distributing or transporting drugs;
- Committing theft or unauthorized possession of Company property or the property of fellow employees; possessing or removing any Company property, including documents, from the premises without prior permission from management; using Company equipment or property for personal reasons without proper authorization; using Company equipment for profit;
- Giving confidential or proprietary Company information to competitors or other organizations, or to unauthorized Company employees; working for a competing business while an employee of the Company; breaching confidentiality of personnel information;
- Using obscene, abusive or threatening language or gestures;
- Acting in an insubordinate manner;
- Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee on the job; restricting work output or encouraging others to do the same;
- Sleeping or loitering during working hours;
- Soliciting, selling, or collecting funds for any purpose while on working time (not including meals and authorized breaks). Employees who are not on working time shall not interfere with the work of employees who are on working time.
- Posting, removing or altering notices on any bulletin board on Company property without the permission of an officer of the Company or in violation of procedures related to same;
- Smoking in restricted areas or at non-designated times, in accordance with Company policy.

Should an employee's performance, work habits, overall attitude, conduct or demeanor become unsatisfactory based on violations either of the above or of any other Company policies, rules or regulations, the employee will be subject to disciplinary action, up to and including termination.

Before or during imposition of any discipline, employees may be given an opportunity to relate their version of the incident or problem at issue and provide any explanation or justification they consider relevant.

Where appropriate and as circumstances may dictate, supervisors will follow a process of progressive employee discipline. Examples of employee discipline include:

VERBAL COUNSELING - A "verbal counseling" is a verbal communication to an employee that his/her conduct is unacceptable, and that repeated or continued failure to conform conduct or performance to the Company standards will result in more severe disciplinary action. A record of the notice of the verbal counseling may be made and retained in the employee's personnel file.

WRITTEN COUNSELING - A "written counseling" describes the unacceptable conduct or performance of the employee and specifies needed changes or improvements. A copy of the written counseling generally will be retained in the employee's personnel file.

SUSPENSION - Suspension of the employee's employment may, at the sole discretion of the Company, be used prior to termination. The length of the suspension will vary based upon such factors as the severity of the offense, the employee's performance and the employee's disciplinary record. An employee may be suspended for repeated instances of minor misconduct, failure to conform his/her conduct or performance to the standards of his/her position, or for a single serious offense. A record of the suspension generally will be retained in the employee's personnel file.

TERMINATION - If an employee fails to conform his/her conduct or performance to the standards required by the Company, the Company may, in its sole discretion, terminate the employee's employment.

Notwithstanding the potential for less severe discipline before termination, the Company reserves the right to administer discipline in such a manner as it deems appropriate to the circumstances, and may, in its sole discretion, terminate an employee without prior discipline or without following a particular order of discipline.

CONFIDENTIALITY

It is the guideline of the Company that the general internal business affairs of the organization should not be discussed with anyone outside the organization except as may be required in the normal course of business. Information designated as confidential is to be discussed with no one outside the organization and only discussed within the organization on a "need-to-know" basis.

All employees have a responsibility to avoid unnecessary disclosure of non-confidential internal information about the company, its customers, and its suppliers. This responsibility is not intended to impede normal communications and relationships, but is intended to alert employees to their obligation to use discretion to safeguard internal company affairs. Employees who have authorized access to confidential information are responsible for its security.

This policy seeks to protect the Company's confidential business information. This policy does not intend to restrict any statutory right for employees to discuss their wages, hours, and other terms and conditions of employment for their mutual aid or protection.

Inquiries seeking information concerning applicants for employment, current employees, or former employees should be referred to Insperity's Employment Verification hotline number at 800-242-8893, ext. 3796 or 281-348-3796.

Employees found in violation of this policy are subject to disciplinary action, up to and including termination.

ETHICS

Employees are expected to act ethically, honestly, and with the highest standard of personal integrity at all times in the performance of their job responsibilities. Employees must comply fully with federal, state and local laws and regulations governing our operations, and must conduct their business affairs according to the highest legal and ethical standards. Violation of this policy may subject an employee to discipline, up to and including immediate termination.

You are to report any actual or potential violations of applicable laws or regulations and any unethical, dishonest or improper conduct to your manager, or the Flex Head of School . If you are uncertain as to the applicability of a law or this policy to your work, you are responsible for seeking guidance from your manager or Flex's Head of School. No reprisal or detrimental action of any kind shall be taken against an employee who reports a violation of law or of this policy.

OUTSIDE EMPLOYMENT

While we recognize that there may be a need for outside employment, such employment that constitutes a conflict of interest is prohibited and may result in termination. Full-time employees are not permitted to have outside employment during school hours. Employees also may not receive any income or material gain from individuals outside the Company for materials produced or services rendered while performing their jobs with the Company.

VIOLENCE IN THE WORKPLACE

It is the intent of the Company to provide a safe workplace for employees and to provide a comfortable and secure atmosphere for customers and others with whom we do business. The Company has zero tolerance for violent acts or threats of violence.

The Company expects all employees to conduct themselves in a non-threatening, non-abusive manner at all times. No direct, conditional or veiled threat of harm to any employee or Company property will be considered acceptable behavior. Acts of violence or intimidation of others will not be tolerated. Any employee who commits or threatens to commit a violent act against any person while on Company premises will be subject to immediate discharge. If an employee, while engaged in Company business off the premises, commits or threatens to commit a violent act, that employee will be subject to immediate discharge.

Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on Company premises, regardless of the relationship between the Company and the parties involved.
- All threats or acts of violence occurring off the Company's premises involving someone who is acting in the capacity of a representative of the Company.

Specific examples of conduct that may be considered threats or acts of violence include, but are not limited to, the following:

- Hitting or shoving an individual.
- Threatening an individual or his/her family, friends, associates, or property with harm.
- Intentional destruction or threatening to destroy Company property.
- Making harassing or threatening phone calls.
- Harassing surveillance or stalking (following or watching someone).
- Unauthorized possession or inappropriate use of firearms or weapons.

Employees within the Company share the responsibility in identifying and alleviating threatening or violent behavior. Any employee who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, should immediately report this information to his or her manager, a member of management, or Insperity. Employees must assume that any threat is serious. If you as an individual feel threatened and need protection, do not hesitate to report the situation to a manager. Any threat reported to a manager should be brought to the attention of management and Insperity. Human Resources/Insperity will carefully investigate

all reports, and employee confidentiality will be maintained to the fullest extent possible.

The Company's prohibition against threats and acts of violence applies to all persons involved in the Company's operation, including, but not limited to, personnel, contract and temporary workers, and anyone else on Company property. Violations of this policy by any individual on Company property will lead to disciplinary action, up to and including termination and/or legal action as appropriate.

CUSTOMER RELATIONS

The Company strives to consistently provide students and families with a product and service that is of exceptional quality and value.

In order to realize our commitment to excellent customer service, we expect the following from each of our employees:

- Provide courteous service in a prompt and efficient manner.
- Establish and maintain positive relationships with students, families and internal contacts by gaining their trust and respect through professional, honest interaction.
- Handle complaints quickly and professionally. Never argue with a student, family member or internal contact. If you are unable to resolve the complaint to their satisfaction, review the situation with your supervisor.
- Communicate with all students, families and internal contacts in a professional manner whether in person, over the phone or via e-mail.

Always remember that you are the Company to our students/families and our reputation and their perception of the company is attributed to each employee.

EMPLOYMENT OF RELATIVES

The Company permits the employment of qualified relatives of employees so long as such employment does not, in the opinion of the Company, create actual or perceived conflicts of interest. For purposes of this policy, "relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation. The Company will exercise sound business judgment in the placement of related employees in accordance with the following guidelines:

- Individuals who are related by blood or marriage are permitted to work in the same Company facility provided no direct reporting or supervisory/management relationship exists. That is, no employee is permitted to work within the "chain of command" of a relative such that one relative's work responsibilities, salary or career progress could be influenced by the other relative.

- No relatives are permitted to work in the same department or in any other positions in which the Company believes an inherent conflict of interest may exist.

This policy applies to all categories of employment at the Company, including regular, temporary and part-time classifications

EMPLOYEE SAFETY AND HEALTH

It is the policy of the Company to provide its employees a safe and healthy workplace and to follow procedures intended to safeguard all employees. Accident prevention and efficiency in production go together; neither should be given priority over the other.

Safety is everyone's responsibility. You are expected to devote the time and effort necessary to ensure the safety of our students and staff at all times.

Employee Responsibilities Include:

- Obeying the safety rules.
- Following safe job procedures and not taking shortcuts.
- Keeping work areas clean and free from slipping or tripping hazards.
- Using prescribed personal protective equipment.
- Immediately reporting all malfunctions to a supervisor.
- Using care when lifting and carrying objects.
- Observing restricted areas and all warning signs.
- Knowing emergency procedures.
- Reporting unsafe conditions to supervisors.
- Promptly reporting every accident and injury to one's supervisor.
- Following the care prescribed by the attending physician when treated for an injury or illness.
- Attending all employee safety meetings.
- Participating in accident investigations, serving on safety committee or other loss control activities as needed.

Failure to observe these guidelines may result in disciplinary action, up to and including termination of your employment.

WORKPLACE ACCIDENTS

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to your manager and/or Human Resources. If you or another employee is injured, you should contact outside emergency response agencies, if needed.

All first report of injury claims must be reported within 24 hours. Call Insperity's dedicated claims reporting number at 866-863-5622 to quickly and easily report any work-related injury, 24 hours a day. This call will initiate proper claim handling by notifying a claim professional who will send the "First Report of Injury" notification to the state as required. You may also email the "First Report of Injury" report to reportclaim@insperity.com or fax it to 501-221-5991. The Employee's Claim for Workers' Compensation Form (DWC-1) must be completed in all cases in which an injury requiring medical attention has occurred. If an injury does not require medical attention, the manager must still contact Insperity's dedicated claims reporting number and state that the injury is just a **Report Only**, in case medical treatment is later needed and to ensure that any existing safety hazards are corrected.

Federal law (Occupational Safety and Health Administration (OSHA)) requires that we keep records of all illnesses and accidents, which occur during the workday. The California State Workers' Compensation Act also requires that you report any workplace illness or injury, no matter how slight. If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits. OSHA also provides for your right to know about any health hazards that might be present on the job. Should you have any questions or concerns, contact your Head of School and/or Insperity for more information.

No matter how insignificant an injury may seem at the time of occurrence, you should notify the onsite supervisor or Insperity immediately of any workplace accident or injury.

DRUG-FREE WORKPLACE

The policy of the Company is to maintain a drug-free workplace. As a condition of continued employment, all Company employees must comply with this policy. The term "workplace" is defined as Company property, any Company sponsored activity, or any other site where the employee is performing work for the Company or representing the Company. The term "drug" as used in this policy includes alcoholic beverages and prescription drugs, as well as illegal inhalants and illegal drugs and/or controlled substances as defined in schedules I through V of the Controlled Substances Act, 21 U.S.C. Sec. 812, 21 C.F.R. Sec 1308, and the state and local law of the jurisdiction where the workplace is located, including, but not limited to, marijuana, opiates (e.g., heroin, morphine), cocaine, phencyclidine (PCP), and amphetamines. An employee who engages in an activity prohibited by this policy shall be subject to disciplinary action, up to and including immediate termination of employment.

Prohibited activities under this policy include the possession, use, sale, attempted sale, distribution, manufacture, purchase, attempted purchase, transfer or cultivation of drugs, as defined above, in the workplace, as defined above. Employees are also prohibited from being at the workplace with a detectable amount of drugs in their system. However, the use and/or possession

of prescription drugs, when taken as directed and obtained with a valid prescription under federal law, shall not be a violation of this policy.

Information regarding the availability of treatment programs, if any, such as assistance provided by Insperity's health care plan coverage or drug and alcohol abuse rehabilitation programs and the requirements for participation in drug and alcohol abuse education and training programs, may be requested by contacting your Insperity human resource specialist.

This policy is not intended to replace or otherwise alter applicable U.S. Department of Transportation obligations or any other federal, state or local agency drug testing regulations related to a particular industry.

COMPLAINT RESOLUTION PROCEDURE

Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, should a situation persist that you believe is detrimental to your employment with the Company, you should follow the procedure described below for bringing your complaint to management's attention.

Step One. Discussion of the problem with your immediate supervisor is encouraged as a first step. If, however, you do not believe a discussion with your supervisor is appropriate, you may proceed directly to Step Two.

Step Two. If your problem is not resolved after discussion with your supervisor or if you feel discussion with your supervisor is inappropriate, you are encouraged to request a meeting with an Insperity human resource specialist. In an effort to resolve the problem, the Insperity human resource specialist will consider the facts and may conduct an investigation.

The Company does not tolerate any form of retaliation against employees availing themselves of this procedure. The procedure should not be construed, however, as preventing, limiting or delaying the Company from taking disciplinary action against any individual, up to and including termination, in circumstances (such as those involving problems of overall performance, conduct, attitude, or demeanor) where the Company deems disciplinary action appropriate.

Additionally, the Company provides its employees with a convenient and reliable method for reporting incidents of alleged harassment, including sexual harassment and discrimination. Any employee who feels harassed or discriminated against should follow the Complaint Procedure as described in this handbook and in the Anti-Harassment policy.

HOURS AND COMPENSATION POLICIES

REST AND LUNCH PERIODS FOR NONEXEMPT EMPLOYEES

Flex teachers and guidance counselors are “exempt” employees therefore some of the information below does not apply.

Flex provides non-exempt employees with the opportunity to take a rest period of 10 minutes “net” rest time per four hours worked, or major fraction of that time (i.e., greater than 2 hours). The rest period should be taken in the middle of the work period where practical but not necessarily halfway. However, employees whose total daily work time is less than 3.5 hours will generally not receive a rest period. Rest periods are counted as hours worked, and employees are not required to record their rest periods on their time records. Employees are authorized and permitted to schedule their rest periods at their own discretion under these guidelines unless instructed otherwise by a supervisor. Rest breaks may not be combined with or added on to meal breaks nor may they be used to come to work 10 minutes late or leave 10 minutes early. All 10-minute rest breaks must be taken on Flex premises. Your Head of School will advise you when you may take your breaks.

Employees who work 5 or more hours in a day are provided a 30-minute meal break. A second 30-minute meal break is required for employees who work over 10 hours in a day. Employees are relieved of all duty during the meal break and should immediately notify management if denied the opportunity to take a full uninterrupted meal break. Certain exceptions to the rule exist based on the number of hours worked and/or the natures of employees’ duties, but exceptions are uncommon, and require management authorization. Employees must record their time when they begin and end their meal periods on their time records. Your Head of School will usually assign your meal period. In order to facilitate the smooth operation and ensure our students’ safety, lunch breaks may be staggered and may change to meet the needs of Flex.

LACTATION BREAK

Flex will provide a reasonable amount of break time to accommodate a female employee’s need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Nonexempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time will generally be unpaid. The Company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Employees should notify their immediate supervisor if they are requesting time to express breast milk under this policy. The Company does, however, reserve the

right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

HOURS OF OPERATION

Our School's normal hours of operation are from 7:15 am to 5:00 pm Monday through Friday and occasionally on Saturday except on those days designated as School Holidays. Your specific schedule will be determined in discussion with the Head Of School.

PAYROLL PRACTICES

For payroll purposes, the workweek begins Monday at 12:01 a.m. and ends at 12:00 midnight Sunday. This practice may vary for those with flexible work schedules, but the workweek will always be a fixed seven-day period.

PAYDAY

All employees will be paid semi-monthly. You will be paid on the 5th and 20th of each month. For payday's falling on a Saturday or holiday, you will be paid the prior business day. For payday's falling on a Sunday, you will be paid the following business day. If you are absent on payday and someone else is to pick up your check, it will not be released without a signed, handwritten note from you authorizing the named person to pick it up. The person designated to pick up your check will be asked to produce identification satisfactory to management; otherwise, your check will not be released. Any deviations from this procedure must have prior approval from an officer of the Company.

Vacation pay will be paid on the regular pay cycle during which vacation is taken. If you resign with at least 72 hours notice, you will be paid on the date of separation for all wages and accrued unused vacation at the date of separation. If you resign with less than 72 hours notice, you will be paid for all wages and accrued unused vacation no later than 72 hours after notice is given. If you are terminated, you will be paid on the date of termination for all wages and accrued unused vacation, if any, at the date of termination.

ADVANCE PAY POLICY

Flex does not grant employees pay advances.

MANDATORY DEDUCTIONS FROM PAYCHECK

The Company is required by law to make certain deductions from your paycheck each time one is prepared. Among these are your federal, state and local income taxes as required by law. These deductions will be itemized on your check stub. The amount of the deductions will depend on your earnings and on

the information you furnish on your W-4 form regarding the number of exemptions you claim. If you wish to modify this number, please request a new W-4 form from Flex's human resource department or Insuperity immediately. Only you may modify your W-4 form. Verbal or written instructions are not sufficient to modify withholding allowances. We advise you to check your pay stub to ensure that it reflects the proper number of withholdings.

If an employee contributes to STRS/PERS, there will not be any social security deductions taken from your paycheck. All deductions will be made from your paycheck per state and federal law.

The W-2 form you receive annually reflects how much of your earnings were deducted for these purposes.

Any other mandatory deductions to be made from your paycheck, such as court-ordered garnishments, will be explained whenever the Company is ordered to make such deductions.

EXPENSE REIMBURSEMENT

Travel expense and food expense incurred outside California for School business will be reimbursed as per rates set on expense reimbursement form.

From time to time, employees may incur expense on behalf of Flex. We will reimburse our employees for the actual work-related expenses you incur, as long as those expenses are reasonable. You must follow these procedures to get reimbursed:

- Get permission from your Head of School before incurring an expense
- Spend the School's money wisely and make an effort to save money and use approved vendors if possible.
- Provide FLEX with a receipt for every purchase.
- Submit receipts, along with an expense report, to your Head of School for approval by the last day of the month of incurring expense.

If your report is approved, you will receive reimbursement within 30 days of submission. Remember that you are spending the School's money when you pay for business-related expenses. We expect you to save money whenever possible. Your supervisor can assist you in deciding whether an expense report is appropriate.

Procedures For Travel Expenses

If employees are required to travel for work outside of California, Flex will reimburse you for your travel expenses, including:

- The cost of travel to and from the airport or train station, including parking expenses and tolls as per rates set on expense reimbursement form.

- The cost of airline or train tickets. Tickets should be coach class unless approved by Supervisor in advance.
- The cost of economy class rental car, if necessary and pre-approved by your Supervisor.
- A mileage reimbursement, for all employees who prefer to use their own cars for School travel at the IRS rate.
- The cost of lodging—employees should select moderately priced lodging. All other lodging should be approved by Supervisor in advance.
- The cost of meals and other incidental expenses, up to a per diem of \$34 per day.

You must request approval for all travel related expenses in advance from your supervisor.

Mileage Reimbursement

Employees who use their own vehicle for School business will be reimbursed at the current IRS rate per mile traveled for use of a personal automobile in the conduct of School business. Employees will not be entitled to separate reimbursement for gas, maintenance, insurance or other vehicle-related expenses. Before using a personal vehicle for work-related purposes, employees must demonstrate that they have a valid driver's license, adequate insurance coverage as required by state law and a valid motor vehicle registration.

Flex does not reimburse employees for their commute to and from the workplace. In order to receive mileage reimbursement, employees must follow these procedures.

- Keep a written record of your business-related travel, including the total mileage of each business trip, the date of travel, the location to which you traveled, and the purpose of your trip.
- If you anticipate having to travel beyond 250 miles, you must obtain your supervisor's approval before making the trip.
- Submit your mileage reimbursement request to the Head of School for approval before the last day of the applicable month with your expense report.
- You will receive a payment for all approved and properly submitted expenses within 30 days of submission.

ABSENTEEISM AND TARDINESS

Flex is able to provide quality education to our students based upon our estimates of performance and our history of reliability. Therefore, the Company expects all employees to assume diligent responsibility for their regular and reliable attendance and promptness. Continued dependability, quality and pride of service are factors over which each individual employee has a great deal of influence. If you are absent unexpectedly without reason and cannot perform

your duties on time, or if you produce substandard work, we all pay the price by losing the confidence of the students and families.

The work schedule is constructed around company-provided vacation time, sick time and paid time off taking into account the maximum working hours and capabilities of the staff. It is extremely important that you be punctual in your arrival for work at the beginning of the workday or shift to which you are assigned. If you know that you will be absent or late arriving for work, notify your supervisor as soon as possible but within the first 10 minutes of your work shift each day of your absence, unless you are granted leave of absence. In the event of a sickness or accident while performing your duties, notify your supervisor immediately.

If you are absent for three (3) or more consecutive workdays due to personal illness, a statement from your healthcare provider may be required before you will be permitted to return to work.

Excessive unexcused absenteeism or tardiness is grounds for disciplinary action, up to and including termination. In evaluating absences, the Company may consider, among other factors, reasons related to an employee's absences, the nature of the employee's job, and whether the employee gave proper notice in connection with such absences. If you are absent for three or more consecutive business days and fail to properly report your absences, this will be considered a voluntary resignation of your position, and the Company will process the separation of your employment.

TIMESHEETS

The timesheet is used for payroll records that must be maintained accurately at all times. Employees must sign their own timesheet. Any discrepancies regarding overtime should be resolved by the manager before transmittal to the payroll contact for payment.

Employees must submit their time cards or time sheets to the Head of School on the last working day of each pay period (i.e. 15th & last day of month).

OVERTIME FOR NONEXEMPT EMPLOYEES

Teachers and Guidance Counselors are "exempt employees" so the following may not apply to them.

Overtime and additional work other than that which is regularly scheduled may be required.

Overtime will be paid to eligible, nonexempt employees in accordance with applicable federal, state and local laws. If you are a nonexempt employee, you will be eligible to receive overtime pay of one and one-half times your regular

hourly wage for hours worked over eight hours per day or 40 hours in one week, and for the first eight hours worked on the seventh consecutive day of work in the same workweek. Additionally, nonexempt employees will be paid twice their regular rate of pay for hours worked over 12 in a day and over eight (8) on the seventh consecutive day of work in the same workweek. If, during that week, you were away from the job because of a job-related injury, paid holiday, jury or witness duty, sick day, or vacation day, those hours not worked will not be counted as hours worked for the purpose of computing overtime pay.

All overtime must be authorized prior to its occurrence by the Head of School. All overtime will be clearly noted on your timesheet and should be initialed by your immediate manager.

Prohibited “Off the Clock” Work

At no time should employees perform work while “off the clock.” All time spent working should be properly recorded. If given a directive to perform work “off the clock,” please promptly notify your onsite supervisor, or if your onsite supervisor has given a directive to work “off the clock” and/or has told you not to properly record all hours worked, notify your Insperty human resource specialist. No employee will be penalized in any way for making such a complaint.

EXEMPT EMPLOYEE REDUCTION OF SALARY

Exempt employees are paid on a salary basis and, in general, must be paid their full salary for any week in which they perform work. Their salary may be reduced only in the following circumstances:

1. Employees who are absent from work for at least a full day for personal reasons other than sickness or disability will not be paid for that day unless they have accrued paid time off under the Client Company’s paid time off, vacation or sick policy, if any. Their salary will not be reduced for less than a full day because of personal reasons.
2. Employees who are absent for at least a full day because of sickness or disability will not be paid for that day unless they have accrued paid time off under the Client Company’s policy that provides payment for time missed due to sickness or disability and the absence qualifies for pay under such policy. Their salary will not be reduced for less than a full day because of sickness or disability.
3. Employees who are absent from work for jury duty, attendance as a witness or military leave may have their salary reduced by the amount of payment they receive in the form of jury fees, witness fees or military pay. Their salary will not be reduced by the number of hours or days they are absent unless they perform no work during a given week.

4. Employees who work less than the number of days they are regularly scheduled to work during their first and/or last week of employment will be paid a proportionate part of their full salary for the time actually worked.
5. Employees who take leave under the Family and Medical Leave Act and/or the California Family Rights Act will not be paid for that time unless they have accrued paid time off under the Client Company's paid time off, vacation, sickness, or disability policy, if any. Their salary will be reduced by the hours missed, even if it is for less than a full day.

Prohibited Reductions/ Complaint Procedure

Any salaried exempt employee whose salary is reduced in violation of this policy will be reimbursed. If you feel your salary has been improperly reduced, please notify your Insperity human resource specialist. No employee will be penalized in any way for making such a complaint.

This policy is intended solely to implement Fair Labor Standards Act (FLSA) and state regulatory requirements, will be applied and modified as necessary in accordance with such requirements, and is not to be considered any type of contract.

ERRORS IN PAY

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, contact your Insperity human resource specialist immediately. The Company will take the necessary steps to research the problem and to assure that any necessary correction is made promptly.

OPERATIONS POLICIES

APPEARANCE

We believe that a professional image enhances our service and enables us to be more competitive in the marketplace. In part, we convey a professional image through the appearance of our employees. We ask all employees to use their common sense when dressing for work and to wear attire that is appropriate. We also ask our employees to maintain a neat and clean appearance at all times.

The Company's objective in establishing a business casual dress code is to allow our employees to work comfortably while maintaining a professional image. Because all casual clothing is not suitable for a school environment, these guidelines will help you determine what is appropriate to wear to work. Clothing that reveals too much cleavage, your back, your chest, your stomach or your undergarments is not appropriate, even in a business casual setting.

Even in a casual work environment, clothing should be pressed and not wrinkled. Torn, dirty, or frayed clothing is unacceptable. Any clothing that has words, terms, or pictures that may be offensive to other employees is unacceptable. Shoes should be selected that will not cause any disruption to your day to day work responsibilities.

If you are uncertain about what is considered appropriate attire and or appearance, please consult your Head of School. If clothing fails to meet these standards, as determined by the Head of School, you may be sent home and asked not to wear the inappropriate item to work again. If the problem persists, you may receive disciplinary action up to and including termination.

USE OF COMPANY AND/OR PERSONAL VEHICLES

Only authorized employees may operate Flex owned vehicles, if any. Excluded will be those whose driving records reflect irresponsibility or are not acceptable to Flex's insurance carrier. In the event of an accident involving property or vehicle damage, or personal injury, a police report must be obtained.

Employees who use their own cars for Company business shall be paid per mile allowance to cover the cost of gasoline, oil, depreciation, and insurance. This does not include driving to and from work. Expenditures for parking and tolls may be claimed in addition to the mileage allowance. Claims for reimbursement must be approved by their Supervisor before they are submitted for payment.

Employees may not transport students in their personal vehicles, unless prior approval is granted by the Head of School and the student's parent(s). Please contact the Head of School if you have any questions.

Every employee whose duties require him/her to operate an automobile on Flex's business must have a valid driver's license and auto insurance. Any employee

who has a driver's license revoked or suspended shall immediately notify their Head of School, and immediately discontinue operation of the company vehicle or their personal vehicle on behalf of Flex. Failure to do so may result in disciplinary action, including termination of employment. Any fines incurred as a result of driving or parking shall be paid by the employee.

In the event of an automobile accident, employees are expected to cooperate fully with the authorities. However, employees should make no voluntary statement other than in reply to questions of investigation officers. Employees are to contact the Head of School as soon as possible following an automobile accident and take photos of the accident for our records.

Employees are expected to drive in a safe and responsible manner and to maintain a good driving record. Employees are expected to follow all state and local laws.

PERSONAL PHONE CALLS AND PERSONAL BUSINESS

During school hours, you are requested to keep personal calls, including personal cell phone calls, to an absolute minimum. No long distance or toll calls such as directory assistance, other than Company business calls, are to be made from Company telephones. If it is absolutely necessary that you make a toll call from work, you must charge it to your personal calling card, home number or use your personal cell phone. Telephone records are subject to periodic review by management.

If you need to leave the worksite to conduct personal business, you must first obtain permission from your immediate supervisor. This will allow us to make modifications to the work schedule if necessary and will keep us aware of your activities during the day. Personal visits of friends and family members to the worksite are discouraged.

USE OF COMMUNICATION SYSTEMS

It is the intent of the Company to provide the communication systems necessary for the conduct of its business. Employees are expected to adhere to proper use of all communication systems. These include, but are not limited to, the telephone, electronic mail (e-mail), cell phone, Blackberry, facsimile, Internet, corporate intranet, voice mail, computer terminals, modems, systems and other software. Employees are permitted use of Company property and must comply with Company policies and procedures regarding its use.

The communication systems are owned and operated by the Company and are to be used for the business of the Company. Employees should have no expectation of privacy of any correspondence, messages or information in the systems, regardless of the content or purpose of the same.

The Company reviews, monitors, and accesses all electronic content, keystrokes, and messages sent or received for any purpose, regardless of whether messages are transmitted/received via the Company's e-mail system or the employee's personal e-mail account(s). All such messages, regardless of content or the intent of the sender, are a form of corporate correspondence, and are subject to the same internal and external regulation, security and scrutiny as any other corporate correspondence. E-mail communications must be written following customary business communication practices as is used in Company correspondence. E-mail communications are official internal Company communications, which may be subject to summons in legal proceedings. Work-related messages should be directed to the affected employee(s) rather than sending a global message to all employees. It is the employee's obligation to notify any third parties affected by this policy of the Company's policies regarding monitoring employee communications.

The Company's communication systems shall not be used as a forum to promote religious or political causes, or an illegal activity. Offensive or improper messages or opinions, transmission or postings of sexually explicit images or other images or materials inappropriate for the workplace, messages, cartoons, or other such items, or messages that may be construed as harassment or disparagement of others based on race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information or sexual orientation are also prohibited on the Company's communication systems.

Employees shall not, unless authorized by personnel with the authority to grant such authorization, attempt to gain access to another employee's personal communications system and messages. The Company, however, reserves the right to access, and will access an employee's messages and other electronic data at any time, without notice to the employee.

Any violation of these guidelines may result in disciplinary action, up to and including termination.

INTERNET CODE OF CONDUCT

Access to the Internet has been provided to staff members for the benefit of the organization and its clients. It allows employees to connect to information resources around the world. Every staff member has a responsibility to maintain and enhance the Company's public image and to use the Internet in a productive manner. To ensure that all employees are responsible, productive Internet users and are protecting the Company's public image, the following guidelines have been established for using the Internet.

Acceptable Use of the Internet

Employees accessing the Internet are representing the Company. All communications should be for professional reasons. Employees are responsible for seeing that the Internet is used in an effective, ethical and lawful manner. Instant Messaging Systems and Internet Forums may be used to conduct official Company business or to gain technical or analytical advice. Databases may be accessed for information as needed. E-mail may be used for business contacts.

Unacceptable Use of the Internet

The Internet should not be used for personal gain or advancement of individual views. Solicitation of non-Company business, or any use of the Internet for personal gain, is strictly prohibited. Use of the Internet must not disrupt the operation of the Company network or the network of other users. It must not interfere with your productivity.

Communications

Each employee is responsible for the content of all text, audio or images that he/she places or sends over the Internet including, but not limited to, any Web-based sites or programs utilized through the Company. Fraudulent, harassing or obscene messages are prohibited. All messages communicated on the Internet should have your name attached. No messages will be transmitted under an assumed name. Users may not attempt to obscure the origin of any message. Information published on the Internet should not violate or infringe upon the rights of others. No abusive, profane or offensive language may be transmitted through the system. Employees who wish to express personal opinions on the Internet are to use non-Company Internet systems and should refrain from making any representations that would somehow attribute their personal opinions to the Company.

Software

To prevent computer viruses from being transmitted through the system, there will be no unauthorized downloading of any software. All software downloads require prior management approval.

Copyright Issues

Staff members while using the Internet may not transmit copyrighted materials belonging to entities other than the Company. One copy of copyrighted material may be downloaded for use in research. Users are not permitted to copy, transfer, rename, add or delete information or programs belonging to other users unless given express permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action from the Company, up to and including immediate termination or legal action by the copyright owner.

Passwords

While our systems may accommodate the use of passwords for security, the reliability of such for maintaining confidentiality cannot be guaranteed. Individual passwords do not prevent the Company from accessing your files.

You are required, however, to disclose your password(s) to your supervisor because your system may need to be readily accessed by the Company when you are absent. Never disclose personal or system passwords to anyone other than authorized Company representatives.

Employees will not attempt to gain access to another employee's accounts of any kind. This includes but is not limited to e-mail or voice mail messages. However, the Company reserves the right to access an employee's messages at any time, without notice, to the employee.

Security

All messages created, sent or retrieved over the Internet are the property of the Company and should be considered public information. The Company accesses and monitors all messages and files on the computer system as deemed necessary and appropriate. Internet messages are public communication and are not private. All communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver. You cannot change your computer password without permission from your supervisor.

Harassment

Harassment of any kind is prohibited. Messages with derogatory or inflammatory remarks about an individual or group's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information or sexual orientation will not be permitted.

Violations

Violations of any guidelines listed herein may result in disciplinary action, up to and including immediate termination. If necessary, the Company will advise appropriate legal officials of any illegal violations.

PROFESSIONAL BOUNDARIES: STAFF/STUDENT INTERACTION POLICY

Flex Public Schools recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about a safe and learning conducive environment.

Professional Boundaries

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff. Trespassing the boundaries of a student/Flex employee relationship is deemed an abuse of power and a betrayal of public trust. All staff must carefully review this policy along with each of the examples given in the policy related to acceptable and unacceptable employee behavior.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?" Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of providing the examples of acceptable and unacceptable behaviors listed below is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, misconduct.

Staff members must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report

When an employee becomes aware of another staff member having crossed the boundaries specified in this policy, he or she must speak to this staff member if the violation appears minor, or report the matter to the school administrator. If the observed behavior appears significant, it is the duty of every staff member to immediately report it to an administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation.

Use of Electronic Media by Staff to Communicate with Students

Any participation by a Flex employee with students, including through the use of electronic media or technology, should always be limited to School business. Participation by Flex employees with students in social media such as Facebook, MySpace, Instagram, etc., or other similar means, is highly discouraged, and can lead to violations of this policy.

Specifically, Flex employees are highly discouraged from inviting students to join social networks and insofar as such behavior occurs, employees will be responsible for any exposure/access by students to inappropriate or unprofessional content, including words or pictures.

Examples of Such Behaviors

Examples of Unacceptable Behaviors (Violations of This Policy)

- a. Giving gifts to an individual student that are of a personal and intimate nature.
- b. Kissing of any kind.
- c. Any type of unnecessary physical contact with a student in a private situation.

- d. Intentionally being alone with a student away from the school.
- e. Making or participating in sexually inappropriate comments.
- f. Sexual jokes.
- g. Seeking emotional involvement with a student from your benefit.
- h. Listening to or telling stories that are sexually or drug/alcohol oriented .
- i. Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- j. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
- k. Being alone in room (without a view window) with a student at school with the door closed.
- l. Allowing students in your home.
- m. Giving students a ride to/from school or school activities unless there is parent/guardian permission.

Examples of Cautionary Behaviors

These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstances and occurrence prior to or immediately after the occurrence.)

- a. Remarks about the physical attributes or development of anyone.
- b. Excessive attention toward a particular student.
- c. Sending emails, text messages or letters to students if the content is not about school activities.

Examples of Acceptable and Recommend Behaviors

- a. Getting school and parental written consent for any after-school activity.
- b. Obtaining formal approval to take students off school property for activities such as field trips and competitions.
- c. E-mails, text, phone and instant messages to students must be professional and pertaining to school activities or classes (Communication should be limited to school technology).
- d. Keeping the door open when alone with a student.
- e. Keeping reasonable space between you and your students.
- f. Stopping and correcting students if they cross your own personal boundaries.
- g. Keeping parents informed when a significant issue develops about a student.

- h. Keeping after-class discussions with a student professional and brief.
- i. Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- j. Involving your supervisor if conflict arises with the student.
- k. Informing your HOS about situations that have the potential to become more severe.
- l. Making detailed notes about an incident that could evolve into a more serious situation later.
- m. Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- n. Asking another staff member to be present when you must be alone with a student.
- o. Giving students praise and recognition without touching them.
- p. Pats on the back, high fives and handshakes are acceptable.
- q. Keeping your professional conduct a high priority.
- r. Asking yourself if your actions are worth your job and career.

GIFTS AND FAVORS

No employee shall solicit or accept for personal use, or for the use of others, any gift, favor, loan, gratuity, reward, promise of future employment, or any other thing of monetary value that might influence, or appear to influence, the judgment or conduct of the employee in the performance of their job.

Employees can accept occasional unsolicited courtesy gifts or favors (such as gifts from students or parents, lunches, tickets to sporting events or cultural events, holiday baskets, flowers, etc.) so long as the gifts or favors have a market value under \$200, are customary in the industry, and do not influence or appear to influence the judgment or conduct of the employee. Please discuss any exceptions to this amount with your supervisor.

Employees are not to give, offer, or promise directly or indirectly anything of value to any student, family member, a potential Flex family, a vendor or potential vendor, financial institution or potential financial institution with whom the Company has or may have a business relationship.

SOLICITATIONS AND DISTRIBUTION OF LITERATURE

It is the intent of the Company to maintain a proper business environment and prevent interference with work and inconvenience to others from solicitations and/or distribution of literature.

The following guidelines will apply throughout the Company:

- Group meetings for solicitation purposes during work hours or in work areas are prohibited. This guideline does not pertain to Company-sponsored meetings.
- The distribution or circulation of literature or other materials during work hours or in work areas is prohibited.
- Employees shall not engage in any solicitation of other employees for any purpose whatsoever during working hours or in work areas.
- Management must approve and post all information on the Company's bulletin boards.
- Non-employees are prohibited from trespassing, soliciting or distributing literature on Company premises.
- Trespassing, soliciting or distributing literature by non-employees is prohibited on Company premises.

COMPANY PROPERTY

In an effort to ensure the safety and welfare of employees and invitees, the Company reserves the right, on reasonable suspicion that Company policy is being violated, to conduct searches or inspections which includes, but is not limited to, employee's work area, desks, and any other property located on Company premises or work sites. Entry on Company premises or work sites constitutes consent to searches or inspections.

Flex has invested a great deal of funds in the property and equipment that you use in performing your job duties. It is a senseless and avoidable drain on Flex's bottom line when people abuse or misuse company property. We ask all employees to respect Flex's property and to report any problems to your supervisor or the Head of School. If a piece of equipment or property is unsafe, report it immediately to your supervisor or the Head of School.

Please use property only in the manner intended and as instructed. We do not allow personal use of School property unless specifically authorized by your Supervisor.

When your employment with Flex ends, you are required to return all K12 Inc. and Flex properties--in clean and satisfactory condition. This includes but is not limited to all student records, curriculum, manuals and guides, documents, phones, computers, equipment, keys, and tools. We reserve the right to take any lawful action to recover and protect our property.

WEAPONS

Flex strives to provide a safe and secure workplace for employees, clients, customers and visitors. The company has “zero tolerance” for, and forbids the possession of any type of weapon, firearm, explosive and/or ammunition while on company property or conducting company business. For purposes of this policy, company property includes, but is not limited to, all company facilities, company-provided vehicles and equipment that are either leased or owned by the company or a company client.

Possession of firearms or other weapons may be cause for discipline, including, but not limited to, immediate termination of employment. In enforcing this policy, [Flex] reserves the right to request inspections of any employee and their personal effects while on Company property, to the extent allowable under applicable law. Any employee who refuses to allow an inspection will be subject to the same disciplinary action as having been found in possession of firearms or other weapons.

In the event an employee lawfully possess a firearm, the employee can store the firearm in the employee’s personal vehicle while on company-provided parking areas; however, the firearm must be stored in the employee’s locked vehicle, or locked to the vehicle, and hidden from plain view.

Employees share the responsibility of identifying violators of this policy. If you either witness or suspect another individual of violating this policy you should immediately report this information to their onsite supervisor.

SMOKING

In order to maintain a safe and comfortable working environment and to ensure compliance with applicable laws, smoking in Company offices and facilities is strictly regulated. You should familiarize yourself with those areas throughout the premises where smoking is either permitted or prohibited. For your convenience, these areas have been marked clearly. Because the Company may be subject to criminal and civil penalties for violations of applicable smoking laws, we must insist on strict adherence to this policy. Employees smoking in any non-smoking area may be subject to disciplinary action, up to and including termination. Please contact your onsite supervisor or the Human Resources Department if you have any questions regarding the smoking policy. Complaints regarding violations of this policy may be filed under the Company's complaint resolution procedure, which is described elsewhere in this section of the handbook.

WIRELESS COMMUNICATION DEVICE USE GUIDELINES

It is the policy of [Flex] to provide wireless communication devices, including hands-free devices, to those employees who have a job-related need for them. Such devices are the property of [Flex] and their use must be properly documented. Accordingly, these guidelines must be followed:

- Employees provided with wireless communication and hands-free devices for business use will be expected to carry such equipment on their person as directed by their supervisor.
- Employees are not permitted to use any wireless communication or hands-free devices issued by [Flex] for personal use without prior, written approval of their supervisor. [Flex] accesses and monitors electronic communications made using [Flex] issued devices.
- [Flex] will not pay for or reimburse an employee for expenses related to personal calls. Such expenses are the employee's personal responsibility. In the event [Flex] grants an exception to initially cover such personal expenses, such an exception is specifically conditioned on initial receipt of a related payroll deduction authorization form signed by the employee.
- Employees are responsible for lost or stolen wireless communication and hands-free devices and must report such losses immediately.

Upon termination of employment for any reason, the employee must return the company wireless communication and/or hands-free devices to [Flex].

Safety Issues

The Company values its employees and the safety of other third parties, and accordingly expects employees to put safety first while driving. Drivers are prohibited from using wireless communication while driving unless the driver is using a hands-free device. Texting, which is meant to include composing, sending, or reading, while driving is strictly prohibited. Employees whose job responsibilities include regular or occasional driving and who are issued a wireless communication device for business use are expected to refrain from using this device while driving. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to the side of the road and park the vehicle in a safe location before placing or accepting a call.

If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to keep the call short, use hands-free equipment, refrain from discussion of complicated or emotional discussions, and keep their eyes on the road. Special care should be taken in situations where there is heavy or erratic traffic, inclement weather or the employee is driving in an unfamiliar area.

Additionally, employees are expected to know and follow all local and state laws relating to using communication devices, including but not limited to school and construction zones.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued wireless communication and hands-free devices for business use, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves or others at risk to fulfill business needs.

Employees who are charged with traffic violations resulting from the use of their wireless communication device while driving will be solely responsible for all liabilities that result from such actions.

These are standard operating procedures, and any violation of the above guidelines by an employee will be subject to disciplinary action, up to and including termination of employment.

ERGONOMICS

The Company is subject to California Occupational Safety and Health Administration (Cal/OSHA) ergonomic standards for minimizing workplace Repetitive Motion Injuries (RMIs). The Company will take all steps to reduce exposure to ergonomic hazards by means of engineering controls, administrative controls and employee training. This Company encourages safe and proper work procedures and requires that all employees follow safety instructions and guidelines.

The Company believes that reducing ergonomic risk is a key factor in maintaining an environment of personal safety and well-being, and is essential to our business. We are committed to providing appropriate resources to create a risk-free environment.

If you have any questions about ergonomics, please contact your Head of School.

LEAVE OF ABSENCE POLICIES

FAMILY AND MEDICAL LEAVE

This Policy is in effect only where *Flex for which an employee works* is a covered employer under applicable federal law.

As provided under the Family and Medical Leave Act (“FMLA” or “the Act”), Flex provides unpaid family and medical leaves of absence to eligible employees.

Eligible Employee

To qualify to take family and medical leave, you must meet the following requirements the date your leave is to begin:

1. You are an active full-time or part-time employee who works at a [Flex] worksite where 50 or more [Flex] employees work within a 75-mile radius of that worksite;
2. You have been employed by [Flex] for at least 12 months in the preceding 7 years; and
3. You have worked 1,250 hours during the 12-month period immediately before the beginning of the leave.

In determining eligibility for employees returning from military service, such employees will be given credit for the months served and the hours of service that would have been performed if not for the absence caused by active service.

Approved Reasons for Leave

FMLA leave may be taken for the following reasons:

1. the birth of an employee’s child or care for the newborn child;
2. the placement of a child with the employee for adoption or state-approved foster care;
3. the employee’s own serious health condition or the care of an employee’s spouse, child or parent (“family member”) who has a serious health condition. A “serious health condition” is an illness, injury, impairment or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. The continuing treatment requirement is met where an employee is out of work due a) to an incapacity of more than three consecutive, full calendar days and during which the employee visits a health care provider on at least one occasion; b) to an incapacity caused by pregnancy or prenatal care; a chronic condition, or long-term conditions; or c) to absences for multiple treatments.
4. the employee’s care of a “covered service member” who has sustained a serious injury or illness during active duty (“military caregiver leave”). The employee must be the spouse, son, daughter, parent, or next of kin of the covered service member. A “covered service member” means a member of the Armed Forces, National Guard, or Reserves, who is undergoing

- medical treatment, recuperation or therapy, is in out-patient status, or is on the temporary disability retired list for serious injury or illness. A “covered service member” also includes a covered veteran of the Armed Forces, National Guard, or Reserves, who was discharged or released within five years preceding the date on which the veteran undergoes medical treatment, recuperation, or therapy for a serious injury or illness. For covered veterans who were discharged or released under conditions other than dishonorable prior to March 8, 2013, the time period between October 28, 2009 and March 8, 2013 will not be counted towards the determination of the five-year period for covered veteran status. A “serious injury or illness” for military caregiver leave includes an injury or illness that was incurred or aggravated by the covered service member on active duty in the Armed Forces and in the case of a covered veteran, manifested itself before or after the member became a veteran.
5. the employee’s responding or attending to a “qualifying exigency,” arising out of a military member’s active duty or notification of an impending call or order to covered active duty in the Armed Forces, National Guard or Reserves in a foreign country. A “military member” includes a spouse, son, daughter, or parent of the employee. A “qualifying exigency” includes the following:
 - a. *short-notice deployment* where a covered military member is notified of a call or order to active duty seven or less calendar days prior to the date of deployment;
 - b. *military events and related activities* sponsored by the military;
 - c. *childcare and school activities*, where necessary to arrange for alternative childcare, provide childcare on an immediate need basis, enroll in a new school or day care or attend meetings with school officials;
 - d. *financial and legal arrangements* to address the covered military member’s absence;
 - e. *counseling of eligible individuals* by someone other than a health care provider;
 - f. *rest and recuperation*, for purposes of spending up to 15 days with a covered military member who is on short-term, temporary, rest and recuperation leave;
 - g. *post-deployment activities*;
 - h. *parental care*, including arranging for alternative care, providing care on an immediate need basis, admitting to or transferring the parent to a care facility where the military member’s parent is incapable of self-care and the need to provide such care arises out of military member’s active duty or call to active duty; and
 - i. *other activities* related to the military member agreed upon between you and [Flex].

Length of Family and Medical Leave and Qualifying Exigency Leave

An eligible employee is entitled to a combined total of 12 workweeks of unpaid leave within a 12-month period for family and medical and qualifying exigency leave. The amount of leave available to you will be calculated by looking backward at the amount of leave taken within the 12-month period immediately

prior to the first date of leave. Family and medical leave and qualifying exigency leave may run concurrent with other federal, state and local leave laws.

Leave taken for the care of a newborn child or placement for adoption or foster care must be taken within 12 months of the birth or placement of the child. If both parents are employed by [Flex], and are eligible for leave, except for leave due to your serious health condition or your spouse's or child's, you may both take a combined total of 12 weeks.

Leaves may be taken as an intermittent leave or a reduced schedule in the following situations:

- a. For your own serious health condition or the serious health condition of a family member when medically necessary or when the need for leave is best accommodated through scheduling.
- b. For a qualifying exigency leave.

An employee requesting intermittent leave/reduced schedule leave may be transferred temporarily to an available alternative position with equivalent pay and benefits, or to a part-time position with an equivalent hourly rate and benefits, if such a position better accommodates the need for intermittent leave/reduced schedule leave.

Length of -Military Caregiver Leave

An eligible employee is entitled to a combined total of 26 workweeks of unpaid leave within a single 12-month period for military caregiver and other qualifying FMLA leave. If both a husband and wife are employed by [Flex] and are eligible for military caregiver leave, the two may take a combined total of 26 weeks. Military caregiver leave may run concurrent with other leave entitlements provided under federal, state and local law.

Intermittent leave or a reduced schedule may be approved for military caregiver leave where medically necessary and where the need for leave is best accommodated through scheduling. An employee requesting intermittent leave/reduced schedule leave may be transferred temporarily to an available alternative position with equivalent pay and benefits, or to a part-time position with an equivalent hourly rate and benefits, if such a position better accommodates the need for intermittent leave/reduced schedule leave.

Substitution of Paid Leave

If you are taking family and medical leave due to your own serious health condition, you should substitute all accrued paid leave, including accrued and unused sick leave, paid vacation, paid personal time, paid time off and, if applicable, short-term salary continuation, before continuing leave on an unpaid basis. When receiving disability benefits under a disability benefit plan, the substitution of your accrued paid leave is not required.

If you take leave under this policy for reasons other than your own serious health condition, you must use all accrued paid leave before continuing on an unpaid basis. Any family and medical leave, qualifying exigency leave, military caregiver

leave, whether paid, unpaid or a combination, will be counted toward the 12-week or 26-week leave entitlement, as applicable.

Employee Notification Requirements

If you expect to take family and medical leave, qualifying exigency leave or military caregiver leave, you must notify the Insperity Leave and Disability Group of your intention to take leave at least 30 days in advance of the expected leave by completing a Leave of Absence Request form. If the need for leave is not foreseeable, the employee must provide notification of leave to FLEX and the Insperity Leave and Disability Group as soon as is practicable under the circumstances and in compliance with Flex's established absenteeism and tardiness policies.

Medical Certification

Within 15 calendar days of the request, an employee who takes leave for his or her own or a family member's serious health condition, or to care for a covered service member, must submit to FLEX and the Insperity Leave and Disability Group written medical certification of the need for such leave from the applicable health care provider within fifteen (15) calendar days of the request to provide the certification. An employee seeking such leave will be asked to submit a certification form detailing the reason(s) for the leave. If the employee fails to do so, the Flex may delay the commencement of the requested leave, withdraw any designation of the requested leave as FMLA leave, or deny the requested leave, and time taken off by the employee would be subject to Flex's established absenteeism and tardiness policies, or other like policies, with violation of the same resulting in possible disciplinary action, up to and including termination.

If your medical certification is incomplete and/or insufficient, Insperity may notify you in writing as to what is incomplete and/or insufficient. You will then have seven calendar days to resubmit the medical certification. Failure to provide a complete and sufficient certification by the date required may result in the denial of the requested FMLA leave.

When returning to work after being on leave for your own serious health condition, you will be required to provide a medical release.

"Qualifying Exigency" Leave Certification

Within 15 calendar days of a request for qualifying exigency leave, the employee must submit written certification detailing the reason(s) for leave to the Insperity Leave and Disability Group. You may also be required to submit appropriate supporting documentation, such as a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status.

Job Restoration

When returning from an authorized leave, an employee will normally be returned to the same or an equivalent position, with no loss of benefits accrued prior to leave. Absences due to leave will not be counted as time worked for the purpose of seniority or computing paid time off for vacation, sick leave or personal days.

In the event your position is affected by a decision or event not related to your leave of absence (e.g., job elimination or layoff), you will be affected to the same extent as if not on leave.

Certain “key employees” as defined under the FMLA may not be eligible to be restored to the same or an equivalent position after leave if doing so would cause substantial and grievous economic injury to the operations of the company. If applicable, [Flex] will notify “key employees” in writing of their status and the conditions under which job restoration will be denied.

Workers' Compensation and Family and Medical Leave

If you are eligible for FMLA and are on leave due to a workers' compensation injury that meets the definition of “serious health condition,” the absence will count towards your family and medical leave. You may be asked to provide a medical certification form to determine if your workers' compensation injury meets the definition of a serious health condition.

Questions about Family and Medical Leave

If you have any questions about your rights or responsibilities under this policy, contact the Insperity Contact Center toll free at 866-715-3552 (select “Benefits”), weekdays between 7 a.m. and 7 p.m. Central time. [Flex] and Insperity will comply with all applicable federal, state and local laws in administering this policy.

FAMILY AND MEDICAL LEAVE UNDER THE CALIFORNIA FAMILY RIGHTS ACT and CALIFORNIA'S PREGNANCY DISABILITY LEAVE LAW

*NOTE: This Policy supersedes and replaces all prior **combined federal and state** and **state-specific** family and medical leave related policies with respect to leaves sought under the California Family Rights Act (“CFRA”) or California’s Pregnancy Disability Leave (“PDL”) law, to the extent such policies exist. It is in effect only where the [Flex] for which an employee works is a covered employer under applicable state law. Additionally, application of this Policy with respect to the CFRA is contingent upon the employee seeking leave benefits working for the [Flex] at a worksite where fifty (50) or more employees are employed by [Flex] within a 75-mile radius of that worksite.*

Notwithstanding the above, an employee seeking leave benefits under this Policy must also satisfy all eligibility requirements as set forth below and required by applicable state law. This Policy does not create any rights (contractual or otherwise) not already provided under federal, state or local law. Employees should, to the extent they wish to request and apply for family and medical leave under either the CFRA or the PDL law, or any other applicable federal or state law, submit a Leave of Absence Request form to Insperity’s Leave and Disability Group via fax at 800-233-1469.

Under the California Family Rights Act (“CFRA”), Flex grants “eligible employees,” as defined below, family and medical leave for:

1. the birth of an employee’s child or to care for the newborn child;
2. the placement of a child with the employee and/or the employee’s registered domestic partner for adoption or state-approved foster care to care for or bond with the child;
3. the care of an employee’s spouse, child, parent, registered domestic partner, or child or foster child of a registered domestic partner (“immediate family member”) who has a serious health condition;
4. the employee’s serious health condition which prevents the employee from performing any one essential function of the employee’s position; and
5. the birth of a registered domestic partner’s child or to care for such newborn child.

A “serious health condition” as set out in (3) and (4) above, is defined as an illness, injury, impairment, or, physical or mental condition that involves either inpatient care or continuing treatment by a health care provider; provided, however, that pregnancy-related illnesses, health conditions or disabilities are not included in the definition of serious health condition under the CFRA; such conditions are covered instead under California Pregnancy Disability Leave (“PDL”) leave (see below) and/or leave under the Family and Medical Leave Act (“FMLA”), where applicable.

Eligible Employee

An active full-time or part-time employee is eligible for CFRA leave under any of the above leave categories provided that on the date the employee’s leave is to commence:

1. The employee works at a Flex worksite where fifty (50) or more employees are employed by Flex within a 75-mile radius of that worksite;
2. The employee has been employed by Flex for at least twelve (12) months; and
3. The employee has worked 1,250 hours during the 12-month period immediately preceding the commencement of leave.

Length of Leave

An eligible employee is entitled to a total of twelve (12) weeks of unpaid leave within a 12-month period. The amount of leave available to an employee will be calculated by looking backward at the amount of leave taken within the 12-month period immediately preceding the first date of leave. Leave taken for the care of a newborn child or placement for adoption or foster care must be taken within twelve (12) months of the birth or placement of the child and it must also be taken as an uninterrupted, continuous leave of absence unless Flex allows intermittent leave or reduced schedule for these reasons. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two (2) weeks. Flex, however, will grant a request for a CFRA leave (for birth/placement of a child) of less than two (2) weeks duration on any two (2) occasions.

If both parents are employed by Flex, and are eligible for leave, except for leave due to the employee's serious health condition, the two (2) may take a combined aggregate total of twelve (12) weeks of leave under CFRA, the FMLA, or both. Intermittent leave or a reduced schedule may be approved for the employee's serious health condition or an immediate family member's serious health condition where medically necessary and where the need for such leave is best accommodated through such scheduling. An employee requesting intermittent leave/reduced schedule may be transferred temporarily to an available alternative position with equivalent pay and benefits, or to a part-time position if such a position better accommodates the need for intermittent leave/reduced schedule.

Intermittent leave or a reduced schedule may be approved for the employee's serious health condition or an immediate family member's serious health condition where medically necessary and where the need for such leave is best accommodated through such scheduling. An employee requesting intermittent leave or a reduced schedule may be transferred temporarily to an available alternative position with equivalent pay and benefits, or to a part-time position with an equivalent hourly rate and benefits, if such a position better accommodates the need for intermittent leave or a reduced schedule.

Leaves taken under the CFRA run concurrent with other leave entitlements provided under federal, state and local law to the extent covered and permitted by those laws, with the specific exception of leave taken under the Family and Medical Leave Act for disability on account of pregnancy, childbirth or related medical conditions.

Substitution of Paid Leave

An employee taking family and medical leave due to the employee's serious health condition must substitute all accrued sick leave, unused paid vacation, personal leave, paid time off and, if applicable, short-term salary continuation (the preceding collectively referred to hereafter as "accrued paid leave") before continuing leave on an unpaid basis. Where an employee receives disability benefits pursuant to a disability benefit plan, however, the substitution of the employee's accrued paid leave is not required and does not apply because the employee is getting paid. Where permissible under state law and as permitted by applicable disability plan rules, an employee may, with the approval of Flex, choose to supplement disability plan benefits with accrued paid leave. Where permissible under state workers' compensation laws, an employee may, with the approval of Flex, choose to supplement workers' compensation benefits with accrued paid leave.

An employee taking leave for reasons other than an employee's own serious health condition must exhaust all accrued unused paid vacation, personal leave and paid time off before continuing leave on an unpaid basis. Any family and medical leave under CFRA, whether paid, unpaid, or a combination thereof, will be counted toward the 12-week leave entitlement.

Employee Notification Requirements

If an employee expects to take CFRA leave, the employee must notify the Insperity Leave and Disability Group of the intention to take leave at least thirty (30) days in advance of the expected leave by completing a Leave of Absence Request form. If the need for leave is not foreseeable, the employee must provide notification of leave to the Insperity Leave and Disability Group as soon as is practicable under the circumstances, and in compliance with Flex's established absenteeism and tardiness policies (or other like policies), with violation of the same resulting in possible disciplinary action up to and including termination.

Medical Certification

An employee who takes leave for the employee's serious health condition, or to care for an immediate family member with a serious health condition must submit to the Insperity Leave and Disability Group written medical certification of the need for such leave from the applicable health care provider within fifteen (15) calendar days of the request to provide the certification. An employee seeking such leave will be asked to submit a certification form detailing the reason(s) for the leave. If the employee fails to do so, Flex may delay the commencement of the requested leave, withdraw any designation of the requested leave as CFRA leave, or deny the requested leave, and time taken off by the employee would be subject to Flex's established absenteeism and tardiness policies (or other like policies), with violation of the same resulting in possible disciplinary action up to and including termination.

The Flex, where it has reason to doubt the validity of a medical certification, may request a second or third medical opinion at its choosing and expense for verification of an employee's serious health condition. The opinion of the third health care provider, who is approved jointly by Flex and the employee, shall be final and binding on Flex and the employee. In addition, while the employee is on leave, Flex may require the employee to provide periodic recertification of the employee's medical condition as provided for under applicable state law, and Flex (or Insperity on its behalf) may inquire periodically as to the employee's intentions to return to work.

An employee on uninterrupted, continuous leave due to the employee's own serious health condition will be required to provide a job-related medical certification of fitness before the employee is allowed to return to work.

Benefits Continuation

The same health care benefits coverage provided to an employee on the day prior to taking family and medical leave will be maintained for up to the twelve (12) weeks required for family and medical leave, or as required by law, provided the employee continues to pay any required contribution for benefits. Employees who are on leave are responsible for making their periodic payment of the required contribution to Insperity at the following address.

Insperty
Attn: Premium Funding Group MC 3-2700
19001 Crescent Springs Drive
Kingwood, Texas 77339-3802

Upon exhaustion of the applicable twelve (12) workweeks of leave granted under this policy or if an employee fails to return to work at the end of the leave, a loss of coverage will occur, and continuation of health care coverage would be offered through COBRA. An employee who does not return from leave may be required, under certain circumstances provided by applicable law, to reimburse Insperty for any employee contributions paid by Insperty or the Flex while the employee was on unpaid leave.

While on leave, an employee must continue to pay the employee's contributions or loan payments for any applicable benefits which would otherwise be automatically deducted from the employee's wages (e.g., supplemental life insurance, credit union loans, 401(k) loans). Contact the Insperty Contact Center at 866-715-3552 for details regarding employee contributions. For questions regarding 401(k) loan payments, please contact Insperty Retirement Services at 888-401-5273.

The period of time during which an employee is on CFRA-related family and/or medical leave will be treated as continued service for purposes of vesting and eligibility to participate under any available pension or retirement plan. Absences due to leave will not be counted as time worked for the purpose of seniority or computing vacation, sick leave or personal days.

Job Restoration

An employee will normally be returned to the same or an equivalent position when the employee returns from CFRA leave, with no loss of benefits accrued prior to leave. An employee who does not return to work at the end of an authorized leave is subject to termination of employment. In the event an employee's position with Flex is affected by a decision or event not related to the employee's leave of absence, e.g., job elimination due to a reduction in force, the employee will be affected to the same extent as if he was not on leave.

Certain high-level "key employees" as defined under the CFRA may not be eligible to be restored to the same or an equivalent position after leave if doing so would cause substantial and grievous economic injury to the operations of Flex. Insperty, on behalf of Flex, will notify employees of their "key employee" status, if applicable, and the conditions under which job restoration will be denied, if applicable.

Relationship Between Pregnancy Disability Related Leave and Family Leave Under Either or Both the CFRA and the FMLA

Leave from work because of an employee's disability due to pregnancy, childbirth or related medical condition is not counted as time used for CFRA leave, but is counted as time used for FMLA leave. Pregnant employees may also have the right to take a pregnancy disability leave (PDL) under state law in addition to

family or medical leave under the FMLA (see Pregnancy Disability Leave section below). An employee who qualifies for and exhausts her PDL leave and related pregnancy disability leave under the FMLA *also* is entitled to twelve (12) weeks of CFRA (care of newborn child) unless the employee has not given birth or the other parent is also an employee of Flex and has already exhausted his/her CFRA leave (please refer to “Length of Leave” section above).

Workers' Compensation and CFRA Leave

If an employee is eligible for CFRA leave, an absence related to a workers' compensation injury is counted against an employee's family and medical leave entitlement under CFRA where the workers' compensation injury meets the definition herein of a “serious health condition.” An employee who has provided a workers' compensation form from the employee's treating physician may be asked to also provide a medical certification form to determine whether the employee's workers' compensation injury also meets the definition of a “serious health condition.”

Questions About Family and Medical Leave

If you have any questions about your rights or responsibilities under this policy, please contact the Insperty Contact Center at 866-715-3552 (select “Benefits”) (accessible weekdays between 7 a.m. and 7 p.m. Central time).

Flex and Insperty will comply with all applicable federal, state and local laws in administering this policy.

PREGNANCY DISABILITY LEAVE

Under California's Pregnancy Disability Leave law and where Flex employs five (5) or more regular full or part-time employees, female employees may take a leave of absence of up to four (4) months for disabilities relating to pregnancy, childbirth or other related medical conditions (“PDL leave”). PDL leave is subject to the guidelines and conditions set forth below, per applicable law. Pregnancy, childbirth or related medical conditions will be treated like any other disability, and an employee on leave will be eligible for temporary disability benefits in the same amount and degree as any other employee on leave.

Any employee seeking PDL leave should advise FLEX and the Insperty Leave and Disability Group of the intention to take such leave as soon as feasibly possible. The following guidelines and conditions apply to PDL leave:

1. If the need for the leave or transfer is foreseeable, employees must provide at least thirty (30) days of reasonable advance notice before the pregnancy disability leave or transfer is to begin. Employees must consult with their manager regarding the scheduling of any planned medical treatment or supervision so as to minimize disruption to the operations of Flex. Any such scheduling is subject to the approval of the health care provider of the employee. If thirty (30) days of advance notice is not possible, notice must be given as soon as practicable.

2. Employees who need to take PDL leave must provide at least verbal notice sufficient to notify Flex that the employee needs to take a pregnancy disability leave and/or be granted a transfer or other form of reasonable accommodation. The verbal notice should include the anticipated timing and duration of the leave or transfer.
3. If requested by the employee and recommended by the employee's health care provider, the employee's work assignment may be changed as required to protect the health and safety of the employee and her child.
4. Requests for temporary transfers of job duties will be reasonably accommodated if the job and seniority rights of others are not breached.
5. PDL leave usually will begin when ordered by the employee's health care provider. If requested, the employee must provide the Company with a certification from a health care provider. The certification indicating disability should contain:
 - a. The date on which the employee became disabled due to pregnancy;
 - b. The probable duration of the period or periods of disability; and
 - c. Statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
6. A return from leave will be allowed only when the employee provides a release to the Company from her health care provider.
7. An employee will be required to use all accrued sick time, if any is available, during a pregnancy disability leave. An employee will be allowed to use accrued vacation or personal time (if otherwise eligible to take the time) during a PDL disability leave.
8. Duration of the leave will be determined by the advice of the employee's health care provider, but disabled employees may take up to four (4) months. The four (4) months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth or related medical condition. This includes leave for severe morning sickness and for prenatal care.
9. When an employee is also eligible for FMLA leave, FMLA leave will run concurrently with PDL leave.

Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from PDL leave, an employee will be reinstated to her same position held at the time the leave began or to an equivalent position with the same pay rate/salary, if available. An employee returning from a PDL leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on PDL leave would have been laid off had she not gone on leave, or if the employee's position has been eliminated due to a reduction in force, and there are no like or comparable positions available, then the employee would not be entitled to reinstatement.

Absences due to PDL leave will not be counted as time worked for the purpose of computing seniority, vacation, sick leave or personal days.

For employees on PDL leave, group health insurance will be continued as is provided for in the Continuation of Benefits policy.

CONTINUATION OF BENEFITS

All active, full-time employees covered by the Insperity Group Health Plan or the Insperity Health Care FSA Plan may continue plan coverage for up to 12 weeks during an approved leave of absence, or as required by law.

While on leave, an employee must continue to pay any required contributions for health coverage, as well as make payments for any other applicable benefits which would otherwise be automatically deducted from the employee's wages (e.g., supplemental life insurance, credit union loans, 401(k) loans). An employee who does not return from leave may be required, under certain circumstances, to reimburse Insperity for any health plan employee contributions paid by Insperity or the [Flex] while the employee was on unpaid leave. Contact the Insperity Contact Center at 866-715-3552 for details regarding employee contributions. For questions regarding 401(k) loan payments, please contact Insperity Retirement Services at 888-401-5273.

MILITARY LEAVE OF ABSENCE

A leave of absence without pay for military or reserve duty is granted to full-time regular and part-time regular employees. If an employee is called to active military duty or the reserve or National Guard training, or if an employee volunteers for the same, the employee should submit copies of military orders to the onsite supervisor as soon as possible. The employee will be granted a military leave of absence without pay for the period of military service, in accordance with applicable federal and state laws. If the employee is a reservist or a member of the National Guard, the employee is granted time off without pay for required military training. The employee may, however, use any accrued but

unused vacation time or PTO. Exempt employees who perform any Company work in a week in which they also have military duty will be paid their full salary for the week. Eligibility for reinstatement after military duty or training is completed is determined in accordance with applicable federal and state laws. In addition, spouses and registered domestic partners of military personnel who are home on leave during a period of military deployment may be qualified for 10 days of unpaid leave.

CALIFORNIA FAMILY MILITARY LEAVE

An employee is eligible to take leave under California Family Leave law for spouses of military members, if he or she works an average of twenty (20) or more hours per week and is a spouse or registered domestic partner of a “qualified” member of the military. The employee will be granted up to ten (10) days of unpaid family military leave during a “qualified leave period.” A “qualified leave period” means the period during which the qualified military member is on leave from deployment during a period of military conflict.

The employee must provide notice of his or her intention to take leave within two (2) business days of receiving official notice that the military spouse will be on leave from deployment. The employee may be required to submit certification from the proper military authority to verify the employee’s eligibility for the family military leave requested.

PERSONAL NON-FMLA/CFRA LEAVE OF ABSENCE

Employees may be granted a leave of absence to attend to personal matters in situations in which the Company determines that an extended period of time away from the job will be in the best interest of the employee and the Company.

Requests for a leave of absence or any extension of a leave should be submitted in writing to the employee’s manager thirty (30) days prior to commencement of the leave period, or as soon as is practicable. The manager will forward the request to the appropriate manager recommending approval or denial. Management will make the final decision concerning the request. All employees on approved leave are expected to report any change of status in their need for leave or their intention to return to work to their manager.

Employees on personal leave will be required to use all accrued vacation days while on leave before going unpaid. The Company will continue health insurance and other benefits to employees on leave for no longer than twelve (12) weeks from the beginning date of leave so long as the employee continues to pay any employee portion of the contribution. Benefits that accrue according to length of service, such as paid vacation, holiday, personal and sick days do not accrue during periods of leave.

Employees returning from a personal leave due to an illness or injury must provide a job-related release indicating their ability to perform the functions of their job. Any restrictions must be noted on the release.

Employees on an authorized personal leave of absence may not perform work for any other employer that is considered by the Company to be an actual or potential conflict of interest.

It is possible that an employee returning from a personal leave of absence may not be returned to the same job position that they held before taking leave. If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave time, the employee will be considered to have voluntarily terminated employment with the Company.

CALIFORNIA DONOR LEAVE

(Applies to employers that have 15 or more employees.)

After 90 days of employment, an employee is eligible for paid donation leave for the purpose of donating bone marrow or an organ in any one-year period. The one-year period is measured from the date the employee's leave begins and consists of 12 consecutive months. Eligible employees can take up to five (5) days of leave to donate bone marrow and must use all accrued sick leave, vacation, or paid time off before additional paid leave is granted. Eligible employees can take up to 30 business days of leave to donate an organ and must use up to two weeks of accrued sick leave, vacation, or paid time off before additional paid leave is granted. The request for leave should be provided in advance as soon as practical so that the Company may schedule work and plan for business requirements. In addition, written verification that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation will be required prior to leave.

BEREAVEMENT LEAVE

If a death occurs in the family of a full-time regular or part-time regular employee, the employee will be compensated for time lost from the regular work schedule in accordance with the following guidelines. The employee will be granted up to five (5) days off from work with pay in the event of the death of a spouse, registered domestic partner, child, parent, sibling or comparable step relation; up to three (3) days in the event of the death of a grandparent, father-in-law, mother-in-law, son-in-law or daughter-in-law or the registered domestic partner's equivalent relative; and one (1) day in the event of the death of a relative not a member of your immediate family as defined herein. Request for bereavement leave should be made to your immediate manager.

SCHOOL OR DAY CARE ACTIVITY LEAVE

(Applies to companies with 25 or more employees in one location)

An employee who is the parent or guardian or grandparent of a child in kindergarten or grades 1 through 12, or of a child attending a licensed day care facility, may take up to forty (40) hours of leave per calendar year for the purpose of participating in activities of the school or licensed day care facility. This leave is limited to no more than eight (8) hours per calendar month. Prior to taking school or day care activity leave, employees must give reasonable advance notice to their supervisor of the need for the leave.

Employees taking school or day care activity leave shall utilize any accrued vacation. If no paid leave is available, the employee may take the time off without pay. Employees shall be required to submit documentation from the school or licensed day care facility as proof that the employee did attend the school or day care activity on a specific date and time.

EMERGENCY RESCUE PERSONNEL

No employee shall receive discipline for taking time off to perform emergency duty as a firefighter, reserve peace officer or emergency rescue personnel. "Emergency rescue personnel" means any officer, employee or member of a fire department or fire protection or firefighting agency; or of a sheriff's department, police department or a private fire department, whether a volunteer or paid worker.

If you are participating as a volunteer firefighter, reserve peace officer or emergency rescue personnel, please notify your supervisor so the Company may be aware of the fact that you may have to take time off for emergency duty. In the event that you need to take time off for emergency duty, please alert your supervisor before doing so, where possible.

JURY DUTY AND WITNESS LEAVE

If an employee is summoned to jury duty, Flex will continue his or her pay for five (5) working days of jury service per academic year. If a full-time regular employee is required to serve more than five (5) working days of jury service in an academic year, he/she will be allowed additional time off without pay to complete the jury service. Flex will continue to pay an employee for this extended period of service only if and to the extent provided for under applicable law. Employees must notify their supervisor as soon as it is known jury duty will be extended. An employee is also permitted to retain the allowance he receives from the court for such service.

All employees are allowed unpaid time off if summoned to appear in court as a witness. To qualify for either jury or witness duty leave, an employee must

submit to his/her supervisor a copy of the summons as soon as it is received. In addition, the employee must also submit to the employee's supervisor a related proof of service when the period of jury or witness duty is completed. No adverse employment action will be taken against employees due to their service as either a juror or witness in state or federal courts.

LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE OR SEXUAL ASSAULT

An employee who is a victim of domestic violence will be granted leave from work to:

1. seek medical attention for injuries caused by domestic violence or sexual assault;
2. obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence or sexual assault;
3. obtain psychological counseling related to an experience of domestic violence or sexual assault; or
4. participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault including temporary or permanent relocation, in accordance with state law.

Leave will be granted provided that the employee gives the employer reasonable advance notice of the employee's intention to take time off unless advance notice is not feasible. When an unscheduled absence occurs, the Company shall not take any action against the employee if the employee, within a reasonable time after the absence, provides a certification to the Company, including the following:

1. a police report indicating that the employee was a victim of domestic violence or sexual assault;
2. a court order protecting or separating the employee from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that the employee appeared in court; or
3. documentation from a medical professional, domestic violence advocate, advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence or sexual assault.

An employee may use accrued unused vacation or personal leave and paid time off before continuing leave on an unpaid basis.

To the extent allowed by law, the Company shall maintain the confidentiality of any employee requesting domestic violence leave.

LEAVE FOR VICTIMS OF FELONY CRIMES

To the extent required by law, employees who are victims of certain, specified felony crimes, or who are an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, may receive unpaid time off from work to attend judicial proceedings related to that crime. To take this leave, the employee must provide the Company in advance with a copy of the notice of the proceeding. If advanced notice is not possible, the employee must provide the Company with appropriate documentation evidencing the employee's attendance at the judicial proceeding upon returning back to work.

WORKERS' COMPENSATION INSURANCE

To provide for payment of employee medical expenses and for partial salary continuation in the event of work-related accident or illness, employees are covered by workers' compensation insurance provided by Insperity or based on state regulations.

The amount of benefits payable and the duration of payment depend upon the nature of the employee's injury or illness. All medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law.

If an employee is injured or becomes ill on the job, the employee must immediately report such injury or illness to the onsite supervisor. This ensures that the Company can help obtain appropriate medical treatment. An employee's failure to follow this procedure may result in the appropriate workers' compensation report not being filed timely in accordance with the law, which may delay benefits in connection with the injury or illness. Questions regarding workers' compensation insurance should be directed to the onsite supervisor or the Insperity Workers' Compensation Department at 800-242-8893, ext. 4244.

EMPLOYEE BENEFITS

HOLIDAYS

Regular full-time employees are eligible for paid holidays during each calendar year. To receive holiday pay, a nonexempt employee must work the regularly scheduled workday before and after the holiday, unless the head of school approves an exception in writing. A paid holiday does not count as a day worked in calculating overtime for the week.

The School holidays are defined annually with the creation of the academic calendar. Please review the academic calendar for specifics. As a general rule we observe the following holidays each year:

- Labor Day
- Veterans Day
- Thanksgiving Break
- Winter Break
- Martin Luther King's Day
- President's Day
- Spring Break
- Memorial Day

If a paid holiday falls on a Saturday, the preceding Friday will normally be observed as the holiday. If a paid holiday falls on a Sunday, the following Monday will normally be observed as the holiday.

VOTING

It is the policy of the Company to permit employees to be absent from work to vote in local, state or national elections. Employees who cannot reach their polling place outside of work hours will be permitted up to two (2) hours without loss of pay to vote at the beginning or end of their regular work shift. Employees must notify their manager at least two (2) working days in advance to arrange a mutually agreeable time. Evidence of voter registration and voting may be required.

In addition, employees are allowed unpaid time off to serve as election officials on Election Day. Employees requesting such unpaid leave must notify their manager as far in advance as possible.

VACATION – SILICON VALLEY FLEX ACADEMY ONLY

Vacation/personal time is provided for employees to be away from work due to personal requirements. All full-time regular employees accrue PTO on a per pay period basis. The established eligibility period is based on the academic year established by FLEX Administration. Vacation will not accrue during summer break.

Employees will not earn time while on any type of leave. In a Fiscal year, full-time employees will be granted vacation/personal time according to the following schedule:

Annual hours of Personal Time accrued	40 hours
Annual days of Personal Time accrued	5 days
Maximum accrual Cap (*See below)	40 hours

In the event that available vacation is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. However, there is a maximum accrual (“cap”). If the total amount of unused vacation reaches this “cap”, further vacation accrual will stop. When the employee uses vacation and brings the accrual balance below the “cap,” vacation accrual will begin again. Vacation accrues on a pro-rata basis so that, for example, an employee who has been employed for one (1) week has accrued 1/52 of his annual accrual.

So that we may schedule work and plan for business requirements, employees should give as much notice as possible in scheduling vacation time. If there are conflicting dates, preference generally will be given to the employee who has the most seniority. A more junior employee who already has an approved vacation date will not, however, be bumped by a more senior employee. Personal time may not be taken in increments of less than four hours per instance.

If a planned vacation has to be canceled due to the needs of the School and an employee is unable to reschedule the vacation within the year, Flex reserves the option of paying the employee in lieu of taking the canceled vacation or to allow rescheduling of that vacation. Employees who are away from work on a leave of absence do not accrue vacation time while on leave.

Pay for vacation days will be paid on the regular pay cycle. Vacation days are not considered hours worked when calculating overtime hours. Flex pays all accrued but unused vacation pay when an employee leaves the School at the hourly or salary rate of pay in effect upon separation.

If a terminating employee has taken unaccrued vacation hours, by taking vacation that has not yet accrued, an employee agrees to repay any such amounts. While vacation is paid through Insperity, vacation is solely a Flex Public School policy.

Employees are required to use all accrued but unused vacation prior to collecting benefits under the California Family Temporary Disability Insurance Act.

PAID TIME OFF (PTO) - SAN FRANCISCO FLEX ACADEMY ONLY

Flex provides Paid Time Off (PTO) for full-time employees to be away from work due to vacation, illness, or other personal requirements. All full-time regular employees accrue PTO on a per pay period basis. The established PTO period is based on the academic year established by FLEX Administration. Paid Time Off (PTO) will not accrue during summer break.

Employees will not earn PTO while on any type of leave. In a Fiscal year, full-time employees will accrue PTO according to the following schedule:

Annual hours of PTO accrued	80 hours
Annual days of PTO accrued	10 days
Maximum accrual cap (*see below)	80 hours or 10 days

Paid Time Off may not be taken on the day immediately preceding or following a holiday or school break. So that we may schedule work and plan for student requirements, teachers should give as much notice as possible in scheduling PTO time. If there are conflicting dates, preference generally will be given to the employee who has the most seniority. A more junior employee who already has an approved PTO date will not, however, be bumped by a more senior employee.

- In the event that available PTO is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. However, there is a maximum accrual ("cap"). If the total amount of unused PTO reaches this "cap", further PTO accrual will stop. When the employee uses PTO and brings the accrual balance below the "cap," PTO accrual will begin again. PTO accrues on a pro-rata basis so that, for example, an employee who has been employed for one week has accrued 1/52 of his annual accrual.

If planned PTO has to be canceled due to the needs of Flex and an employee is unable to reschedule the PTO within the year, Flex reserves the option of paying the employee in lieu of taking the canceled PTO or to allow rescheduling of that PTO.

If an employee leaves Flex, they will be paid for accrued but unused PTO computed at the hourly or salary rate of pay in effect upon separation.

Pay for PTO days will be paid on the regular pay cycle and on actual straight time hours worked. No overtime hours are included in PTO accrual. PTO days are not considered hours worked when calculating overtime hours.

If a terminating employee has taken unaccrued PTO hours, by taking PTO that has not yet accrued, an employee agrees to repay any such amounts and will be required to sign an authorization allowing the Company to deduct the amount of PTO used but not accrued from the employee's final paycheck. While PTO is paid through Insperity, PTO is solely the School's policy.

Employees are required to use all accrued but unused PTO up to a maximum of two weeks of accrued PTO prior to collecting benefits under the California Family Temporary Disability Insurance Act.

For employees working in the city or county of San Francisco, California, this policy is intended to comply with the San Francisco Paid Sick Leave Ordinance (the "Ordinance"). Time off may be taken under this policy for all of the purposes for which time off is allowed under the Ordinance. To the extent there is a conflict between this policy and the Ordinance, the Company will comply with the Ordinance. The Company has a poster with further information on the Ordinance. Employees may also review information at: esc.insperityservices.com.

SICK DAYS - SILICON VALLEY FLEX ACADEMY ONLY

We recognize that inability to work because of illness or injury may cause economic hardship. For this reason, the school provides paid sick days to full-time regular employees. Sick leave may be used for the employee's own illness, injury or medical condition. In addition, up to 50% of the employee's annual allotted sick time may be used to attend to the illness of the employee's spouse, registered domestic partner, child or a child of a registered domestic partner, or parent.

Eligible employees are provided five (5) sick days per academic year. Sick time will be allocated at the beginning of each academic year. Unused sick days may not be carried over from one academic year to the next, and no payments will be made for earned but unused sick days at the end of any academic year or in the event of termination. Please familiarize yourself with the Absenteeism and Tardiness Policy for the proper procedures to follow when an absence has or will occur.

EMPLOYEE RETIREMENT PLANS

As part of our commitment to our employees and their well-being, Flex full time employees participate in the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS), whichever applies. Employees will receive pertinent materials upon beginning employment with Flex.

EMPLOYEE BENEFIT PLANS

As part of our commitment to our employees and their well-being, Flex may provide full time employees with the opportunity to participate in various benefit

plans. Employees will receive pertinent materials upon beginning employment with Flex.

INSPERITY ONLINE SERVICES

You may access work tools, training and secure personal information online by visiting the **Employee Service CenterSM**, Insperity's own Web site.

To log in and begin using, please follow these six steps:

Step 1: Go to . esc.insperityservices.com.

Step 2: Choose "Create an Account" in the Login section.

Step 3: Enter your Social Security number, date of birth and home ZIP code, then, click Submit.

Step 4: Create a **user name** for your account that is unique yet easy for you to remember. It can be letters, numbers or a combination of both.

Step 5: Create your **password** using at least five characters. It must include at least one letter and number.

Step 6: Select one of the offered challenge questions and supply your answer. In the event you forget your password, your selected challenge question will be used to help you access your account information.

Questions about the Employee Service Center and your Insperity benefits can be answered by calling Insperity's Contact Center toll free at 866-715-3552 from 7 a.m. to 7 p.m. Central time.

HANDBOOK ACKNOWLEDGMENT

I acknowledge that I have received the Company's Employee Handbook ("the Handbook"), dated **July 2014** and understand that violations of the policies contained in the Handbook, including, but not limited to, the Anti-Harassment Policy, could result in disciplinary action, up to and including termination.

I understand I must repay the Company any vacation/PTO used but not accrued at the time my employment ends and I hereby authorize the company to deduct such amounts from my final paycheck to the extent permitted by law. I also agree that if requested, I will complete a new deduction authorization form to facilitate such deductions.

I further agree and consent to all policies contained herein and understand that the information contained in the Handbook represents guidelines for the Company and that the Company reserves the right to modify the Handbook or amend or terminate any policy, procedure or employee benefit program at any time.

I further understand that the contents of the Handbook do not form a written employment contract for employment for a specific term or duration. Either Insperity or I have the right to terminate my employment at any time with or without cause unless I have entered into a duly authorized employment agreement with Flex that provides otherwise. Either Flex or I have the right to terminate my employment at any time with or without cause.

I further understand that no manager, supervisor or other representative of the Company, other than the president or vice president, has any authority to change my at-will status or enter into any agreement guaranteeing employment for any specific period of time. I also understand that any such agreement, if made, will not be duly authorized and enforceable unless it is in writing and signed by both parties. Notwithstanding the above, I also understand that an agreement made by either the president or vice president of Flex is not binding on Insperity unless it is agreed to in writing by either the president or senior vice president of Insperity.

My signature below certifies that I understand the at-will employment relationship between the Company and myself.

I further understand that if I have any questions about the interpretation or application of any policies contained in the Handbook, I should direct these questions to the onsite supervisor.

Employee Signature

Date

Print Name

*Last Four Digits of Social Security Number
or Insperity Employee ID Number*

Please sign and keep this acknowledgment for your records.

HANDBOOK ACKNOWLEDGMENT

I acknowledge that I have received the Company's Employee Handbook ("the Handbook"), dated **July 2013** and understand that violations of the policies contained in the Handbook including, but not limited to, the Anti-Harassment Policy, could result in disciplinary action, up to and including termination.

I understand I must repay the Company any vacation/PTO used but not accrued at the time my employment ends, and I hereby authorize the company to deduct such amounts from my final paycheck to the extent permitted by law. I also agree that if requested, I will complete a new deduction authorization form to facilitate such deductions.

I further agree and consent to all policies contained herein and understand that the information contained in the Handbook represents guidelines for the Company and that the Company reserves the right to modify the Handbook or amend or terminate any policy, procedure or employee benefit program at any time.

I further understand that the contents of the Handbook do not form a written employment contract for employment for a specific term or duration. Either Insperity or I have the right to terminate My employment at any time with or without cause unless I have entered into a duly authorized employment agreement with Flex that provides otherwise. Either Flex or I have the right to terminate my employment at any time with or without cause.

I further understand that no manager, supervisor or other representative of the Company, other than the president or vice president, has any authority to change my at-will status or enter into any agreement guaranteeing employment for any specific period of time. I also understand that any such agreement, if made, will not be duly authorized and enforceable unless it is in writing and signed by both parties. Notwithstanding the above, I also understand that an agreement made by either the president or vice president of Flex is not binding on Insperity unless it is agreed to in writing by either the president or senior vice president of Insperity.

My signature below certifies that I understand the at-will employment relationship between the Company and myself.

I further understand that if I have any questions about the interpretation or application of any policies contained in the Handbook, I should direct these questions to the onsite supervisor.

Employee Signature

Date

Print Name

*Last Four Digits of Social Security Number
or Insperity Employee ID Number*

Please sign and return this acknowledgment to your onsite supervisor.

SCHOOL P&L - ROLL-UP ALL

	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
	Year 1	Year 2	Year 3	Year 4	Year 5
Managed Enrollments					
K-8	169	184	221	265	318
HS	91	128	153	184	221
Ending Enrollment (Avg. for Totals)	260	312	374	449	539
Funding Sources					
Basic Formula Funding - K-8 and HS	1,833,501	2,248,914	2,777,527	3,390,151	4,069,696
Other Statutory Grants (i.e. Spec Ed)	448,201	341,463	379,751	425,464	479,954
Total Funding	\$ 2,281,701	\$ 2,590,377	\$ 3,157,279	\$ 3,815,615	\$ 4,549,650
Additional K12 Contribution	744,900	482,784	160,991		
Total Revenue	\$ 3,026,601	\$ 3,073,161	\$ 3,318,270	\$ 3,815,615	\$ 4,549,650
Instruction - Teachers					
Salary & Benefits - Teachers	\$ 1,448,985	\$ 1,416,487	\$ 1,589,496	\$ 1,770,271	\$ 2,034,284
Instructional Materials	-	-	-	-	-
Curriculum Delivery	-	-	-	-	-
K12 Charges-3rd Party Teacher	-	-	-	-	-
Conf., Teacher Training & Prof. Dev.	11,799	11,976	12,156	12,338	12,523
Non-K12 Other	8,188	8,310	8,435	8,562	8,690
Instruction - Teachers	\$ 1,468,972	\$ 1,436,774	\$ 1,610,087	\$ 1,791,171	\$ 2,055,497
Instruction - Students					
Curriculum Delivery	-	-	-	105,592	457,460
Instructional Materials	-	-	-	-	-
Computer, Peripherals, & Software	-	-	-	-	-
ISP	4,921	-	-	-	-
Sales Tax	11,109	17,762	21,586	26,274	31,978
K12 Charges Other	-	-	-	-	-
Non-K12 Other	94,055	112,866	135,294	162,425	194,983
Instruction - Students	\$ 110,085	\$ 130,628	\$ 156,881	\$ 294,291	\$ 684,421
Student and Family Services					
Special Ed Contracted Svcs & Other Related Exp.	247,417	296,901	355,900	427,271	512,915
Non-K12 Other	11,500	11,673	11,848	12,025	12,206
Student and Family Services	\$ 258,917	\$ 308,573	\$ 367,748	\$ 439,296	\$ 525,121
School Administration & Governance					
Educational Services	-	-	-	-	-
Admin Travel	4,347	4,413	4,479	4,546	4,614
Temporary employees/Other Admin	8,000	8,120	8,242	8,365	8,491
Legal	33,164	33,661	34,166	34,679	35,199
Audit	20,900	21,214	21,532	21,855	22,182
Non-K12 Other - Partner Oversight	18,335	22,489	67,775	73,902	80,697
School Administration & Governance	\$ 84,746	\$ 89,896	\$ 136,194	\$ 143,346	\$ 151,183
Technology					
Technology Services	-	-	-	-	-
Technology	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance / Facilities / Other					
Rent	583,344	583,344	583,344	583,344	583,344
Water & Electric	91,125	92,492	93,879	95,287	96,717
Internet Connection/Telephone	43,654	44,309	44,973	45,648	46,333
Copier / Fax Lease	10,821	10,982	11,147	11,314	11,484
Office Postage and Shipping	1,539	1,562	1,585	1,609	1,633
Office supplies and equipment	33,102	33,598	34,102	34,614	35,133
General Liability Insurance	19,692	19,987	20,287	20,591	20,900
Depreciation	200,000	198,602	133,792	228,990	209,879
Non-K12 Other	120,604	122,413	124,249	126,113	128,005
Insurance / Facilities / Other	\$ 1,103,881	\$ 1,107,290	\$ 1,047,360	\$ 1,147,511	\$ 1,133,428
Total School Expenditures This Period	\$ 3,026,601	\$ 3,073,161	\$ 3,318,270	\$ 3,815,615	\$ 4,549,650
Surplus (Deficit)	\$ -	\$ -	\$ -	\$ -	\$ -
	(744,900)	(482,784)	(160,991)	-	-
K12 Charges	\$ -	\$ -	\$ -	\$ 105,592	\$ 457,460
NET K12 Charges	\$ -	\$ -	\$ -	\$ 105,592	\$ 457,460

BYLAWS
OF
FLEX SCHOOLS
(dba Flex Public Schools)
(A California Nonprofit Public Benefit Corporation)

ARTICLE I
NAME

Section 1. **NAME.** The name of this corporation is Flex Schools, dba Flex Public Schools.

ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION

Section 1. **PRINCIPAL OFFICE OF THE CORPORATION.** The principal office for the transaction of the activities and affairs of this corporation is 70 Carmel Street, San Francisco, CA 94117. The Board of Directors ("Board" or "Board of Trustees") may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. **OTHER OFFICES OF THE CORPORATION.** The Board, with individual directors) may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. **GENERAL AND SPECIFIC PURPOSES.** The purpose of this corporation is to manage, operate, guide, direct and promote the advancement of education, including but not limited to the operation and support of charter schools, other types of schools, and other educational services. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE IV

CONSTRUCTION AND DEFINITIONS

Section 1. **CONSTRUCTION AND DEFINITIONS.** Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

ARTICLE V DEDICATION OF ASSETS

Section 1. **DEDICATION OF ASSETS.** This corporation's assets are irrevocably dedicated to public benefit purposes as set forth in the Articles of Incorporation. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any Trustee or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

ARTICLE VI CORPORATIONS WITHOUT MEMBERS

Section 1. **CORPORATIONS WITHOUT MEMBERS.** This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The corporation's Board may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board finds appropriate.

ARTICLE VII BOARD OF TRUSTEES

Section 1. **GENERAL POWERS.** Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board. The Board may delegate the management of the corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. **SPECIFIC POWERS.** Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board shall have the power to:

- a. Appoint and remove, at the pleasure of the Board, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.

- b. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in California for holding any meeting of members.
- c. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- d. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. DESIGNATED TRUSTEES AND TERMS. The number of Trustees shall be no less than 3 and no more than 7, unless changed by amendments to these bylaws. All Trustees shall be designated by the Board. The Board shall consist of at least 3 Trustees unless changed by amendment to these bylaws.

Except for the initial Board, each Trustee shall hold office unless otherwise removed from office in accordance with these bylaws for 3 year(s) and until a successor Trustee has been designated and qualified. The terms of the initial Board shall expire on June 30, 2013 in order to have Trustee terms align with our fiscal year.

The initial Board shall be as follows:

<u>NAME</u>	<u>EXPIRATION OF TERM</u>
Scott Donahue	June 30, 2013
Andrew Gordon	June 30, 2013
Mark Kushner	June 30, 2013
David Lichtman	June 30, 2013
Catherine Wolcott	June 30, 2013

Section 4. RESTRICTION ON INTERESTED PERSONS AS TRUSTEES. No more than 49 percent of the persons serving on the Board may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Trustee as Trustee; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5. TRUSTEES' TERM. Each Trustee shall hold office for 3 years and until a successor Trustee has been designated and qualified.

Section 6. NOMINATIONS BY COMMITTEE. The Chairman of the Board or, if none, the President will appoint a committee to designate qualified candidates for election to the

Board before the date of any election. The nominating committee shall make its report at least seven (7) days before the date of the election or at such other time as the Board may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for Trustee than can be elected, no corporation funds may be expended to support a nominee without the Board's authorization.

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board shall occur in the event of (a) the death, resignation, or removal of any Trustee; (b) the declaration by resolution of the Board of a vacancy in the office of a Trustee who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number; or (d) the failure of the members, at any meeting of members at which any Trustee or Trustees are to be elected, to elect the number required to be elected at such meeting; and (e) termination of employment with the Charter School.

Section 9. RESIGNATION. Except as provided below, any Trustee may resign by giving written notice to the Chairman of the Board, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a Trustee's resignation is effective at a later time, the Board may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. TRUSTEE MAY NOT RESIGN IF NO TRUSTEE REMAINS. Except on notice to the California Attorney General, no Trustee may resign if the corporation would be left without a duly elected Trustee or Trustees.

Section 11. REMOVAL. Any Trustee may be removed, with or without cause, by the vote of the majority of the members of the entire Board at a regular or special meeting called for that purpose.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board may be filled by approval of the Board or, if the number then in office is less than a quorum, by (a) the unanimous consent of the Trustees then in office, (b) the affirmative vote of a majority of the Trustees then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or (c) a sole remaining Trustee.

Section 13. NO VACANCY ON REDUCTION OF NUMBER. Any reduction of the authorized number of Trustees shall not result in any Trustees being removed before his or her term of office expires.

Section 14. REIMBURSEMENT. Trustees may receive reimbursement for their expenses as Trustees or officers.

Section 15. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the Trustees then in office, may create one or more

committees, each consisting of two or more voting Trustees and, if the board so chooses, non-members of the Board, , to serve at the pleasure of the Board. Appointments to committees of the Board shall be by majority vote of the then number of voting board members. The Board may appoint one or more Trustees as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board ' resolution, except that no committee may:

- a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- b. Fill vacancies on the Board or any committee of the Board;
- c. Fix compensation of the Trustees for serving on the Board or on any committee;
- d. Amend or repeal bylaws or adopt new bylaws;
- e. Amend or repeal any resolution of the Board that by its express terms is not so amendable or subject to repeal;
- f. Create any other committees of the Board or appoint the members of committees of the Board;
- g. Expend corporate funds to support a nominee for Trustee if more people have been nominated for Trustee than can be elected; or
- h. Approve any contract or transaction to which the corporation is a party and in which one or more of its Trustees has a material financial interest.

Section 16. **MEETINGS AND ACTION OF COMMITTEES.** Meetings and actions of committees of the Board shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board ' actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board ' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board has not adopted rules, the committee may do so.

Section 17. **NON-LIABILITY .** No Trustee shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 18. **COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS.** The Charter School and the Board shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VIII CHARTER SCHOOL RELATED MEETINGS

Section 1. PLACE OF BOARD MEETINGS. Meetings shall be held at the principal office of the Corporation. The Board may designate that a meeting be held at any place within California that has been designated by resolution of the Board or in the notice of the meeting.

Section 2. MEETINGS; ANNUAL MEETINGS, BROWN ACT. All meetings of the Board and its committees relating to charter school matters shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act"). (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code).

The Board shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as may be specified and noticed by the Board.

Section 3. REGULAR MEETINGS. Regular meetings of the Board, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board. At least 72 hours before a regular meeting relating to charter school matters will be discussed, the Board, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 4. SPECIAL MEETINGS. Special meetings of the Board for any purpose may be called at any time by the Chairman of the Board, if there is such an officer, or a majority of the Board. If a Chairman of the Board has not been elected then the President is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

Section 5. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board relating to charter school matters may be held only after twenty-four (24) hours notice is given to each Trustee and to the public through the posting of an agenda. Pursuant to the Brown Act, the Board shall adhere to the following notice requirements for special meetings:

- a. Any such notice shall be addressed or delivered to each Trustee at the Trustee's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the Trustee for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Board are regularly held.
- b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.
- c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the

business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 6. QUORUM. A majority of the voting Trustees then in office shall constitute a quorum. If a quorum is present, the affirmative vote of the majority of the voting power represented at the meeting, entitled to vote, and voting on any matter shall be a decision of the Board . Should there be less than a majority of the Trustees present at any meeting, the meeting shall be adjourned. Voting Trustees may not vote by proxy.

Section 7. TELECONFERENCE MEETINGS. Members of the Board may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board shall participate in the teleconference meeting from locations within the boundaries of the school district in which the Charter School operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;¹
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board directly at each teleconference location; and
- f. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.²

Section 8. ADJOURNMENT. A majority of the Trustees present, whether or not a quorum is present, may adjourn any Board meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the Trustees who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

ARTICLE IX NON-CHARTER SCHOOL RELATED MEETINGS

¹ This means that members of the Board of Trustees who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

² The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

Section 1. PLACE OF BOARD MEETINGS. The corporation is authorized to conduct educational services from time to time unrelated to the operations of charter schools. Meetings regarding these non-charter related matters, and notice of such meetings shall be conducted pursuant to these Bylaws and according to the requirements of the California public benefit nonprofit corporations code.

Meetings shall be held at the principal office of the corporation. The Board may designate that a meeting be held at any place within California that has been designated by resolution of the Board or in the notice of the meeting.

Section 2. MEETINGS BY TELEPHONE OR OTHER TELECOMMUNICATIONS EQUIPMENT. Any Board meeting may be held by conference telephone, video screen communication, or other communications equipment. Participation in a meeting under this Section shall constitute presence in person at the meeting if all of the following apply:

- (a) Each member participating in the meeting can communicate concurrently with all other members.
- (b) Each member is provided the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation.
- (c) The Board has adopted and implemented a means of verifying both of the following:
 - (1) A person communicating by telephone, video screen, or other communications equipment is a director entitled to participate in the Board meeting.
 - (2) All statements, questions, actions or votes were made by that director and not by another person not permitted to participate as a director.

Section 3. NOTICE OF MEETINGS. Regular meetings of the Board may be held without notice if conducted pursuant to these Bylaws. Special meetings of the Board shall be held upon four (4) days written notice by first-class mail or forty-eight (48) hours notice delivered personally or by telephone, electronic mail, facsimile, or telegraph. If sent by mail or telegraph, the notice shall be deemed to be delivered on its deposit in the mails or on its delivery to the telegraph company. Such notices shall be addressed to each director at his or her address as shown on the books of the Corporation. Notice of time and place of holding an adjourned meeting need not be given to absent Trustees if the time and place of the adjourned meeting are fixed at the meeting adjourned and if such adjourned meeting is held no more than twenty-four (24) hours from the time of the original meeting. Notice shall be given of any adjourned regular or special meeting to Trustees absent from the original meeting if the adjourned meeting is held more than twenty-four (24) hours from the time of the original meeting.

The notice shall state the time of the meeting and the place, if the place is other than the

corporation's principal office and the business to be transacted at the meeting.

Section 4. **WAIVER OF NOTICE AND CONSENT TO HOLD MEETINGS.** The transactions of any meeting of the Board, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum, as hereinafter defined, is present and provided that either before or after the meeting each Trustee not present signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with corporate records or made a part of the minutes of the meeting.

Section 5. **ACTION WITHOUT MEETING.** Any action that the Board is required or permitted to take may be taken without a meeting if all Board members consent in writing to the action; provided, however, that the consent of any director who has a material financial interest in a transaction to which the Corporation is a party and who is an "interested director" as defined in Corporations Code section 5233 shall not be required for approval of that transaction. Such action by written consent shall have the same force and effect as any other validly approved action of the Board. All such consents shall be filed with the minutes of the proceedings of the Board.

ARTICLE X OFFICERS OF THE CORPORATION

Section 1. **OFFICES HELD.** The officers of this corporation shall be a President, a Secretary, and a Chief Financial Officer, who shall be known as the "Treasurer." The corporation, at the Board's direction, may also have a Chairman of the Board, one or more Vice-Presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed under Article VIII, Section 4, of these bylaws. The officers in addition to the corporate duties set forth in this Article VIII shall also have administrative duties as set forth in any applicable contract for employment or job specification.

Section 2. **DUPLICATION OF OFFICE HOLDERS.** Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as either the President or the Chairman of the Board.

Section 3. **ELECTION OF OFFICERS.** The officers of this corporation shall be chosen annually by the Board and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. **APPOINTMENT OF OTHER OFFICERS.** The Board may appoint and authorize the Chairman of the Board, the President, or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.

Section 5. **REMOVAL OF OFFICERS.** Without prejudice to the rights of any officer under an employment contract, the Board may remove any officer with or without cause. An officer who was not chosen by the Board may be removed by any other officer on whom the Board confers the power of removal.

Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. CHAIRMAN OF THE BOARD. If a Chairman of the Board is elected, he or she shall preside at the Board's meetings and shall exercise and perform such other powers and duties as the Board may assign from time to time. If there is no President, the Chairman of the Board shall also be the chief executive officer and shall have the powers and duties of the President of the corporation set forth in these bylaws. If a Chairman of the Board is elected, there shall also be a Vice-Chairman of the Board. In the absence of the Chairman, the Vice-Chairman shall preside at Board meetings and shall exercise and perform such other powers and duties as the Board may assign from time to time.

Section 9. VICE-CHAIRMAN OF THE BOARD. The Vice-Chairman shall preside at Board meetings in the absence of the Chairman of the Board and shall exercise and perform such other powers and duties as the Board may assign from time to time.

Section 10. PRESIDENT. Subject to such supervisory powers as the Board may give to the Chairman of the Board, if any, and subject to the control of the Board, and subject to President's contract of employment, the President shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall have such other powers and duties as the Board or the bylaws may require.

Section 11. VICE-PRESIDENTS. If the President is absent or disabled, the Vice-Presidents, if any, in order of their rank as fixed by the Board, or, if not ranked, a Vice-President designated by the Board, shall perform all duties of the President. When so acting, a Vice-President shall have all powers of and be subject to all restrictions on the President. The Vice-Presidents shall have such other powers and perform such other duties as the Board or the bylaws may require.

Section 12. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of the Trustees present at Board and committee meetings, and, how any recusals pursuant to our conflict of interest policy were effected, if any.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board or the bylaws may require.

Section 13. **TREASURER.** Treasurer shall keep and maintain, or cause to be kept and maintained by staff responsible for financial matters, adequate and correct books and accounts of the corporation's properties and transactions. The Treasurer shall send or cause to be given to Trustees such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any Trustee at all reasonable times.

The Treasurer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board may designate; (b) disburse the corporation's funds as the Board may order; (c) render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Treasurer shall give the corporation a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Treasurer on his or her death, resignation, retirement, or removal from office.

ARTICLE XI CONTRACTS WITH TRUSTEES

Section 1. **CONTRACTS WITH TRUSTEES.** The Corporation shall not enter into a contract or transaction in which a Trustee directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this Corporation's Trustees are Trustees have a material financial interest) unless all of the following apply:

- a. The Trustee with a material financial interest in the proposed contract or transaction discloses his/her direct or indirect financial interest in such contract or transaction in good faith and said disclosure is noted in the Board meeting minutes.
- b. The Trustee with a material financial interest in the proposed contract or transaction recuses himself/herself from any participation whatsoever in the proposed contract or transaction (i.e., the interested Trustee who recuses himself/herself shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken).
- c. Such contract or transaction is authorized in good faith by a majority of the Board by a vote sufficient for that purpose.
- d. Before authorizing or approving the transaction, the Board considers and in good

faith decides after reasonable investigation that the corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances.

- e. The corporation for its own benefit enters into the transaction, which is fair and reasonable to the corporation at the time the transaction was entered into.

This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more Trustees or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

ARTICLE XII CONTRACTS WITH NON-TRUSTEE DESIGNATED EMPLOYEES

Section 1. **CONTRACTS WITH NON-TRUSTEE DESIGNATED EMPLOYEES.** The Corporation shall not enter into a contract or transaction in which a non-Trustee designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Conflict of Interest Policy have been fulfilled.

ARTICLE XIII LOANS TO TRUSTEES AND OFFICERS

Section 1. **LOANS TO TRUSTEES AND OFFICERS.** This corporation shall not lend any money or property to or guarantee the obligation of any Trustee or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a Trustee or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that Trustee or officer would be entitled to reimbursement for such expenses of the corporation.

ARTICLE XIV INDEMNIFICATION

Section 1. **INDEMNIFICATION.** To the fullest extent permitted by law, this corporation shall indemnify its Trustees, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board shall authorize indemnification.

**ARTICLE XV
INSURANCE**

Section 1. **INSURANCE.** This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its Trustees, officers, employees, and other agents, to cover any liability asserted against or incurred by any Trustee, officer, employee, or agent in such capacity or arising from the Trustee's, officer's, employee's, or agent's status as such.

**ARTICLE XVI
MAINTENANCE OF CORPORATE RECORDS**

Section 1. **MAINTENANCE OF CORPORATE RECORDS.** This corporation shall keep:

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of the Board and committees of the Board; and
- c. Such reports and records as required by law.

**ARTICLE XVII
INSPECTION RIGHTS**

Section 1. **TRUSTEES' RIGHT TO INSPECT.** Every Trustee shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the Trustee's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. **ACCOUNTING RECORDS AND MINUTES.** On written demand on the corporation, any Trustee may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board and committees of the Board at any reasonable time for a purpose reasonably related to the Trustee's interest as a Trustee. Any such inspection and copying may be made in person or by the Trustee's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. **MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS.** This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the Trustees at all reasonable times during office hours. If the corporation has no business office in California, the Secretary shall, on the written request of any Trustee, furnish to that Trustee a copy of the articles of incorporation and bylaws, as amended to the current date.

**ARTICLE XVIII
REQUIRED REPORTS**

Section 1. ANNUAL REPORTS. The Board shall cause an annual report to be sent to itself (the members of the Board) within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all Trustees, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each Trustee and furnish to each Trustee a statement of any transaction or indemnification of the following kind:

- a. Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:
 - (1) Any Trustee or officer of the corporation, its parent, or subsidiary (but mere common Trusteeship shall not be considered such an interest); or
 - (2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

ARTICLE XIX BYLAW AMENDMENTS

Section 1. BYLAW AMENDMENTS. The Board may adopt, amend or repeal any of these Bylaws by a majority of the Trustees present at a meeting duly held at which a quorum is

present, except that no amendment shall make any provisions of these Bylaws inconsistent with the corporation's Articles of Incorporation, or any laws.

**ARTICLE XX
FISCAL YEAR**

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1st and end on June 30th of each year.

CERTIFICATE OF SECRETARY

I certify that I am the acting Secretary of Flex Schools, a California nonprofit public benefit corporation; that these bylaws are the bylaws of this corporation as adopted by the Board; and that these bylaws have not been amended or modified since the adoption of these current Bylaws.

Executed on November 25, 2009 at San Francisco, California.

Andy Gordon, Esq.
Secretary

Flex Public Schools: Recusal Guide (2010)

Issue	Recommended Action for Board Member who is...				
	Not Flex Employee	Executive Director	Other Flex Employee*	Parent Board Representative	Student Representative
Compensation and/or benefits programs, policies, and practices	No restrictions	Vote: Yes Discussion: Yes In Room: Yes Prior Comments: Yes	Vote: No Discussion: No In Room: Yes Prior Comments: Yes	No restrictions	No restrictions
Employment programs, policies, and practices	No restrictions	If it directly concerns the Executive Director Vote: No Discussion: No In Room: Yes Prior Comments: Yes Otherwise no restrictions	If it relates to the employee or his/her workgroup: Vote: No Discussion: No In Room: Yes Prior Comments: Yes Otherwise no restrictions	No restrictions	No restrictions
Personnel actions and student discipline actions	No restrictions	If it relates to the Executive Director or a direct report: Vote: No Discussion: No In Room: No Prior Comments: Yes Otherwise no restrictions	For personnel actions: Vote: No Discussion: No In Room: Yes (except if relates to teacher in the same school) Prior Comments: Yes No restrictions for student discipline actions	No restrictions unless it relates to the Parent Representative's own child, in which case: Vote: No Discussion: No Prior Comments: Yes	Vote: No Discussion: No In Room: No Prior Comments: Yes
Budget	No restrictions	No restrictions	If the budget voted on affects the employee's workgroup: Vote: No Discussion: No In Room: Yes Prior Comments: Yes Otherwise no restrictions	If the budget voted on affects the school of the parent's child: Vote: No Discussion: No In Room: Yes Prior Comments: Yes Otherwise no restrictions	If the budget voted on affects the student's school: Vote: No Discussion: No In Room: Yes Prior Comments: Yes Otherwise no restrictions
General conflict of interest (applies to all board members and their immediate families)	<p>The bylaws also state that "Any Trustee...having an interest in a contract, other transaction or program presented to or discussed by the Board or Board Committee for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction which might reasonably be construed to be adverse to the corporation's interest. The body to which such disclosure is made shall thereupon determine, by majority vote, whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist. If a conflict is deemed to exist, such person shall not vote on, nor use his or her personal influence on, nor be present during in the discussion or deliberations with respect to, such contract or transaction (other than to present factual information or to respond to questions prior to the discussion). The minutes of the meeting shall reflect the disclosure made, the vote thereon and, where applicable, the abstention from voting and participation. "</p> <p>An Executive Director who is an employee of K12 while K12 is a major service and curriculum provider shall be deemed as having disclosed the potential or actual conflict of interest, and shall not be present during votes on the K12 Services Agreement or related matters.</p>				

- "Prior submission" is a presentation, in person or in writing, delivered to the Board prior to the Board beginning its discussion
 - "In Room" applies whether in open or closed session
 - Any element of this guide may be overturned by majority vote in a manner consistent with Board bylaws
 - Nothing in this guide should be construed as being in conflict with the Brown Act, Board bylaws, or applicable laws
- * For the purpose of the conflict of interest policy, "Employee" also includes any Board member who has a family member that is a Flex employee

Course Listings SVFlex

A Quick Welcome to Online Learning 6-8 SY15-16
American History A
Art American A
ART010A Fine Art
Earth Science
ENG030B-AVT Creative Writing
ENG203A Literary Analysis and Composition II
ENG303A American Literature
ENG304A Honors American Literature
ENG403A British and World Literature
ENG500A AP(R) English Language and Composition
ENG510A AP(R) English Literature and Composition
French Middle School 1 - AG*
HST010-APL Anthropology
HST020-AVT Psychology
HST103A World History
HST202A Modern World Studies
HST203A Modern World Studies
HST204A Honors Modern World Studies
HST222A-AVT Contemporary World Issues
HST303A US History
HST313A Modern US History
HST403 US Government and Politics
HST500A AP(R) US History
HST530 AP(R) Microeconomics
HST560A AP(R) World History
Intermediate Art: World A
Intermediate Art: World B
Intermediate Language Skills A - Composition
Intermediate Language Skills A - GUM
Intermediate Language Skills A - Vocabulary
Intermediate Language Skills B - Composition
Intermediate Language Skills B - GUM
Intermediate Language Skills B - Vocabulary
Intermediate Literature A
Intermediate Literature B
Intermediate Mathematics A
Intermediate Mathematics B
Intermediate Mathematics C
Intermediate World History A
Intermediate World History B

Course Listings SVFlex

Life Science
Literary Analysis and Composition - Composition
Literary Analysis and Composition - GUM
Literary Analysis and Composition - Literature
Literary Analysis and Composition - Vocabulary
MTH148A Integrated Mathematics I
MTH248A Integrated Mathematics II
MTH303A Algebra II
MTH304A Honors Algebra II
MTH306A-AVT Algebra II
MTH322A-AVT Consumer Math
MTH322B-AVT Consumer Math
MTH403A Pre-Calculus/Trigonometry
MTH413 Probability and Statistics
MTH433A-AVT Calculus
MTH510A AP(R) Statistics
ORN010 Online Learning
ORN010: Online Learning
ORN100 Finding Your Path I
OTH036-DYN Gothic Literature
OTH039-DYN Criminology
OTH090-AVT Life Skills
OTH091-DYN Law and Order
Physical Science
SCI112AX Earth Science
SCI113AX Earth Science
SCI202AX Biology
SCI203AX Biology
SCI303AX Chemistry
SCI304AX Honors Chemistry
SCI403AX Physics
SCI404AX Honors Physics
SCI500A AP(R) Biology
SCI510A AP(R) Chemistry
SCI530A-AVT AP(R) Environmental Science
Spanish Middle School 1 - AG*
Strategies for Success: Grade 6
Study Island
Summer Fun in the Online School
TCH026 Audio Engineering
TCH040: Web Design
TCH061-AVT Programming I-VB.NET
TCH101-AVT: Digital Photography

Course Listings SVFlex

Welcome Back to School (6-8) SY14-15
Welcome Back to School 6-8 SY15-16
Welcome to Online Learning (6-8)
WLG100A Spanish I
WLG110A French I
WLG110B: French I
WLG120A German I
WLG140A Chinese I
WLG200A Spanish II
WLG200B: Spanish II
WLG220A German II
WLG300A Spanish III
WLG310A French III
WLG320B-AVT German III

Distribution:
 Business Agreement File (Original)
 Contractor
 Program
 Accountant
 A/Payable - A/R

Agreement Number: 3004

Fiscal Year: 2011-2012 Ongoing

**STANDARD AGREEMENT
 OR
 MEMORANDUM OF UNDERSTANDING**

SECTION I Agreement initiated by: El Dorado County Charter SELPA

(To be completed by Program)

Firm Name: Silicon Valley FLEX Academy
 Name: Mark Kushner, True, CEO or designee
 Address: 555 Post Street
 San Francisco, CA 94102

e-mail: mkushner@flexsf.org

	FD	RS	PY	OB	GO	FC	L1	L2	Dollar Amount
If expense agreement Charge to:									
If expense agreement Charge to:									
If expense agreement Charge to:									
If revenue agreement Income to:			Non-Financial						
If revenue agreement Income to:									\$
Income Total									
Expense Total									

Please verify and check off that the following elements are incorporated in the agreement:

- A. Clear definition of services to be provided
- B. Beginning and ending dates of service (not to exceed single fiscal year, if possible)
- C. Amount of charge for agreement:
 - 1. Total amount
 - 2. Terms of payment (single or multiple payment, submission of invoice[s]) and when payments are to be made -
- D. Secure Program Authorizations prior to each payment? Yes No
- E. If supplemental information from program will be submitted to Accounts Payable/Accounts Receivable prior to payment/billing, please note instructions:

Legal Review Requested? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	Certificate of Insurance? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	County Board Action Requested? Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>
---	---	--

Unit Supervisor authorization to enter contract.

Signature: Sammy Watson Date May 19, 2011

Please circle your designated Program Accountant.
 Tricia Kowalski - Kerre Smith - Jennifer Weston - Sue Thorne

AGREEMENT FOR PARTICIPATION

EL DORADO COUNTY CHARTER SELPA

The El Dorado County Charter Special Education Local Plan Area (SELPA) as authorized by the California State Board of Education assists California charter schools that have successfully completed the SELPA membership process and have signed this Agreement for Participation (Agreement) which are deemed Local Educational Agencies pursuant to Education Code Section 47641, in meeting their obligations to provide special education and related services (each term as defined in 20 U.S.C. Section 1401 and the applicable rules, regulations and interpretive guidance issued thereunder and collectively referred to as Services) to applying or enrolled students actually or potentially entitled to Services under applicable state and federal laws and regulations (Students). SELPA Membership also ensures compliance with the LEA Member's obligations under Education Code Sections 56195, et. seq.

It is the goal of the El Dorado County Charter Special Education Local Plan Area (SELPA) that all charter pupils with exceptional needs within the SELPA receive appropriate special education programs. It is the intent of the Charter SELPA that special education programs be coordinated and operated in accordance with the governance structure.

The respective Charter Schools who are signatories hereto, the El Dorado County Office of Education (EDCOE), and the El Dorado County Charter SELPA, mutually agree as follows:

DEFINITIONS

LEA: as described in Education Code Section 56026.3., shall refer to a specific LEA Member Charter School or Charter School development organization as appropriate.

RLA: Responsible Local Agency, as described in Education Code Section 56030. Federal Regulations use the term "Administrative Unit" or "AU". For purposes of this Agreement, the El Dorado County Office of Education shall be the RLA or AU for the El Dorado County Charter SELPA.

Charter SELPA CEO Council: This group is composed of a representative from each Charter School in the Charter SELPA at the Chief Executive Officer level. Organizations that operate more than one Charter School at their option may have a single representative for all schools operated, but such representative shall have a number of votes equal to the number of schools represented. This group would meet regularly with the County Superintendent of Schools to direct and supervise the implementation of the Local Plan.

Charter Executive Committee: The Charter Executive Committee is comprised of representatives from the Charter SELPA CEO Council and shall include the El Dorado County Superintendent and staff designees.

Efforts will be made to ensure the committee has broad representation in a variety of areas; e.g. various geographical areas of the Charter SELPA, CMO representation, single charter, large charter, small charter, original founding members, new members. This committee makes recommendations to the CEO Council on fiscal and policy matters.

Charter Special Education Steering Committee: This Steering Committee serves in an advisory capacity to the Charter SELPA Director. Each Charter School is entitled to select one representative for this committee – either a teacher or an administrator. Representatives commit to a full year of service, which would include meeting regularly for the purpose of advising the Charter SELPA Director and receiving and disseminating direct program/instructional information.

Special Education Community Advisory Committee – CAC: Each Charter School shall be entitled to select a parent representative to participate in the Special Education Community Advisory Committee to serve staggered terms in accordance with E.C. § 56191 for a period of at least two years. Selected parents will be the parent of a child with a disability. This group will advise the Charter SELPA Director on the implementation of the El Dorado County Charter SELPA Local Plan for Special Education in Charter Schools ("Local Plan") as well as provide local parent training options in accordance with the duties, responsibilities and requirements of E.C. §§ 56190-56194.

Because of the geographic diversity anticipated within the El Dorado County Charter SELPA many meetings will be conducted through the use of teleconferencing or video conferencing.

IEP (Individualized Education Program): A plan that describes the child's current abilities, sets annual goals and instructional objectives, and describes the education services needed to meet these goals and objectives in accordance with E.C. § 56032.

IEP Team: A group of team members, as defined in Education Code § 56341, who meet for the purpose of determining student eligibility for special education and developing, reviewing, or revising a pupil's IEP and recommendations for placement.

LEA MEMBER RESPONSIBILITIES AND DUTIES:

Each LEA agrees that it is subject to the following nondelegable responsibilities and duties under this Agreement, all adopted SELPA policies and procedures, the Local Plan, and governing federal and state laws and regulations (collectively, LEA Member Obligations), compliance with which is a condition precedent to membership, and continuing membership, in the SELPA.

The LEA Member as a participant in the Local Plan shall perform the following and be exclusively responsible for all costs, charges, claims and demands arising out of or related to its own pupils and its respective programs operated by the LEA Member:

- A. Adhere to the Local Plan, Policies and procedures as adopted by the Charter CEO Council.
- B. Select, compensate and determine the duties of the special education teachers, instructional aides, and other personnel as required to conduct the program specified in the Local Plan, and in compliance with state and federal mandates, Charter Schools may contract for these services;
- C. Conduct and/or contract those programs operated by the LEA Member in conformance with the Local Plan and the state and federal mandates;
- D. Organize and administer the activities of the IEP Teams, including the selection of the LEA Member staff and who will serve as members of the IEP Team in conformance with the Education Code Section 56341 and in compliance with the Local Plan;

- E. Organize and maintain the activities of the Resource Specialist Program in conformance with Education Code Section 56362; the Designated Instruction and Service in conformance with Education Code Section 56363; and Special Classes and Centers in conformance with Education Code Section 56364.1 and 56364.2; and in compliance with the Local Plan;
- F. Provide facilities as required to house the programs conducted by the LEA;
- G. Provide for the acquisition and distribution of the supplies and equipment for the programs conducted by the LEA Member;
- H. Provide and/or arrange for such transportation services as may be required to provide the special education programs specified that are conducted by the LEA Member;
- I. Cooperate in the development of curricula for the classes and the development of program objectives with the AU. Cooperate in the evaluation of the programs as specified in the Local Plan, with the AU;
- J. Cooperate in the development of the procedures and methods for communicating with the parents and/or legal guardians of the individuals served in conformance with the provisions of the Local Plan with the AU;
- K. Provide for the documentation and reporting of assessment procedures used for the placement of individuals and the security thereof. Provide for the continuous review of placements and the assessment procedures employed to insure their effectiveness and applicability, and insure the continued implementation and compliance with eligibility criteria;
- L. Provide for the integration of individuals educated under this agreement into the general education school programs and provide for evaluating the results of such integration according to specifications of the Local Plan;
- M. Conduct the review of individual placements requested by the parents and/or legal guardians of the individual in accordance with the Local Plan;
- N. Prepare and submit all required reports, including reports on student enrollment, program expenditures, and program evaluation;
- O. Designate a person to represent the LEA Member on the Charter Special Education Steering Committee to monitor the implementation of the Plan and make necessary recommendations for changes and/or modifications;
- P. Designate a representative for the LEA Member to serve on the Special Education Community Advisory Committee, in accordance with Education Code Section 56192-56193 and pursuant to the procedures established in the Local Plan;
- Q. Designate the LEA Member Superintendent/CEO or School Leader by whatever name designated to represent the LEA Member on the Charter CEO Council to supervise and direct the implementation of the Plan;
- R. Receive special education funding from El Dorado County in accordance with the Charter SELPA's Allocation and Budget Plan.
- S. It is understood that except as otherwise may be specifically agreed from time to time the RLA shall have no responsibility for the operation of any direct educational program service of any kind.
- T. Each LEA Member shall annually provide RLA with LEA Member's annual audit report, as conducted according to Education Code Section 47605(b)(5)(l). Annual submission shall be made annually, no later than January 31st. LEA Member further agrees to forward RLA copies of State Controller's Office communications regarding audit report corrective

actions and a corrected audit report, if applicable. Should an LEA Member be the subject of a FCMAT report (or other agency review) that indicates concern with inappropriate use of funds, financial insolvency concerns, or operational concerns, the LEA Member shall notify RLA and provide the RLA with a copy of the report.

- U. An LEA Member contracting for external Services, consistent with definition... shall do so only with duly licensed and authorized entity or individual. The contract for Services executed by the LEA Member and the external consultant or contractor shall include a clause stating the contractor or consultant agrees to defend and indemnify the LEA Member, and the SELPA, RLA, the Superintendent, and other Indemnified Parties in response to any claim arising from the contractor's or consultant's actual or alleged failure to provide Services in conformity with these obligations.

With respect to external services and/or Student placements, the LEA Member shall affirmatively monitor, assess, and to the extent necessary, intervene or manage such external placements or Services in conformity to ensure that the LEA Member's Obligations to the Student are still being met.

AU/RLA DUTIES AND RESPONSIBILITIES:

Pursuant to the provisions of Education Code Section 56030 et seq., the AU shall receive and distribute regionalized service funds, provide administrative support, and coordinate the implementation of the El Dorado County Local Plan for Special Education in Charter Schools participating in the Charter SELPA. In addition, the AU shall perform such services and functions as required to accomplish the goals set forth in the plan. Such services include, but are not limited to, the following:

- A. Act as agent for Charters participating in the Plan as specified in the Local Plan. Receive, compile and submit required enrollment reports and compute all special education apportionments as authorized under Education Code Section 56836 et seq. Receive data from each LEA Member to compile and submit budgets for the programs and monitor the fiscal aspects of the program conducted. Receive the special education apportionments of Regionalized Services as authorized under Education Code Section 56836.02;
- B. Coordinate with LEA Member's in the development and implementation of a systematic method for referring and placing individuals with exceptional needs who reside in the Charter, including the methods and procedures for communication with the parents and/or guardians of the individuals according to procedures in the Local Plan;
- C. Coordinate the development and implementation of curriculum and program objectives and provide for continuous evaluation of the special education programs in accordance with the Local Plan;
- D. Coordinate the organization and maintenance of the Special Education Community Advisory Committee (CAC) as part of the responsibility of the AU to coordinate the implementation of the plan pursuant to Education

Code Section 56030. Provide for the attendance of designated members of the AU's staff at all regularly scheduled Special Education Community Advisory Committee meetings;

- E. Coordinate community resources with those provided by LEA Member and the AU, including providing such contractual agreements as may be required;
- F. Organize and maintain the Charter Special Education Steering Committee to monitor the operations of the Local Plan and make recommendations for necessary revisions, including, but not limited to:
 - 1. Monitoring the application of eligibility criteria throughout the Local Plan area;
 - 2. Coordinating the implementation of the transportation for special education pupils;
 - 3. Coordinating the system of data collection, management, and evaluation;
 - 4. Coordinating personnel development and curriculum development for special education, including alternative dispute resolution;
 - 5. Coordinating the identification, referral, assessment, instructional planning, and review procedures, including the communication with parents and/or legal guardians regarding rights and responsibilities for special education;
 - 6. Developing interagency referral and placement procedures; and,
 - 7. Evaluating the effectiveness of special education programs.
- G. Support the Charter SELPA CEO Council by attendance and participation of the County Superintendent and/or designees at meetings;
- H. Provide for regular inservice training for AU and LEA Member staff responsible for the operation and conduct of the Local Plan. Regular inservice training may also be provided to CAC representatives;
- I. Provide the method and the forms to enable the LEA Member to report to the AU on student enrollment and program expenditures. Establish and maintain a pupil information system;
- J. Provide reasonable assistance to the LEA Member upon request from LEA Member administration, or individual cases, including but not limited to:
 - 1. Complaint issues;
 - 2. Hearing issues; and
 - 3. Identification of appropriate programs for specific pupils.
- K. Perform other services reasonable and necessary to the administration and coordination of the Plan;
- L. Receive special education funding and distribute funds in accordance with the Charter SELPA Allocation and Budget Plan.
- M. Schedule a public hearing at the El Dorado County Office of Education for purposes of adopting the Annual Service Plan and Budget Plan.

PROVISIONS OF THE AGREEMENT

- A. Consistent with this Agreement each LEA Member shall have full and exclusive authority and responsibility for classifying employment positions within their respective LEA Member.

- B. No LEA Member may enter into any agreement, MOU or other undertaking that would bind or limit independent decision making on the same or similar matters by any other LEA Member.
 - C. The managerial prerogatives of any participating LEA Member shall not be infringed upon by any other participating LEA Member except upon mutual consent of an affected LEA Member(s), or unless as otherwise set forth by this Agreement.
 - D. Any LEA Member may terminate its Charter SELPA membership at the end of the fiscal year next occurring after having provided twelve months prior written notice as follows:
 - 1. Prior initial written notice of intended termination to the RLA of at least one year, and
 - 2. final written notice of termination to the RLA no more than six months after the LEA Member's initial notice of intended termination.
- The RLA County Superintendent of Schools may terminate any LEA Member's Charter SELPA membership at the end of the fiscal year next occurring after having provided twelve months prior written notice as follows:
- 1. Prior initial written notice of intended termination to the LEA Member of at least one year, and
 - 2. final written notice of termination to the LEA Member no more than six months after the RLA's initial notice of intended termination.
- E. Funding received by a charter is subject to the elements of the allocation plan. The allocation plan is updated on an annual basis and approved by CEO council. Funding is subject to administrative fees, set-aside provisions, differentiated funding in year 1 and year 2, and potential recapture provisions if funds are not spent. All of these details are outlined in the allocation plan document. Participants agree by signing this document to agree to the provisions of the allocation plan.
 - F. In accordance with their needs the LEA Members and the AU in El Dorado County shall continue to manage and operate programs in their respective LEAs in accordance with Education Code Section 56172.
 - G. The Charter CEO Council shall have the responsibility and right to monitor and correct any special education matter which affects the Special Education Local Plan Area. The AU staff shall be responsible for coordinating and informing the governance structure on any such matter.
 - H. The LEA Members and the AU will maintain responsibility for program administration for the service they provide. All administrative requirements that govern that unit will be in effect regarding special education services. The Superintendent and/or Administrators of Special Education in each LEA Member and in the AU will be responsible for the daily operation of their respective programs.
 - I. The student program placement is and shall remain the responsibility of the respective LEA Member. Student admission and transfer shall be determined in accordance with the respective charter, SELPA and El Dorado County Board policies and the respective charter, SELPA and El Dorado County procedures established in accordance with the identification, assessment, instructional planning and placement set forth in the Local Plan. Nothing contained herein shall be interpreted as providing automatic transfer rights to parents or students. The charter

enrolling any pupil shall have the exclusive right to approve placement in any other agency. Each LEA of service shall have the right to determine if such LEA is able to provide a free, appropriate public education for the pupil.

- J. Supervision and other incidents of employment of special education staff will be the responsibility of the respective LEA Member or AU. Each LEA Member and the RLA shall have full exclusive and independent control over the development, change, implementation and application of all evaluation procedures their respective LEA Member or in the RLA as the case may be. All LEA Members shall have full and exclusive authority to recruit, interview, and hire special education staff as needed by such LEA Member to provide continuity and service to their special education students.
- K. The Charter Executive Committee shall review and make Allocation Plan recommendations. The Allocation Plan defines the distribution of funds within the SELPA. CEO Council shall approve all changes. There is a legal requirement for a public hearing and adoption of an annual service and budget plan. This shall be done annually by the El Dorado County Board of Education. This document shall be provided to the CEO Council as an information item.

WARRANTIES AND REPRESENTATIONS:

As a condition of membership, each LEA Member warrants and represents that at no time during such LEA Member's membership in the El Dorado County Charter SELPA shall any such LEA Member, directly or indirectly, provide special education funding for the benefit of a for-profit entity. All Funding provided through the El Dorado County Charter SELPA shall be treated as a restricted funding source to be expended only for special education or special education services. Nothing contained herein shall be interpreted as prohibiting any LEA Member from expending funds for non-public agency or non-public school purposes for the benefit of children served.

STANDARD OF CONDUCT

Each LEA Member, at all times, shall conduct itself in such a manner as to act in the best interests of all other Charter SELPA members. LEA Members shall not engage in any activity or enterprise which would tend to injure or expose the Charter SELPA or any of its members to any significant risk of injury or any kind. No LEA Member shall undertake to independently act on behalf of the Charter SELPA or any of its members without express written authorization of the Charter SELPA.

RESERVATION OF RIGHTS

The RLA shall not be responsible for any LEA Member or Charter SELPA obligations or duties of any kind or nature except as explicitly set forth in this agreement.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, each LEA Member agrees to defend, indemnify, and hold harmless the SELPA and its individual other Members, El Dorado County Office of Education, and the Superintendent, and each of their respective directors, officers, agents, employees, and volunteers (the Indemnified Parties), from any claim or , demand, damages, losses or expenses (including, without limitation, reasonable attorney fees) that arises in any manner from an actual or alleged failure by a LEA Member to fulfill one or more of the LEA Member's Obligations except to the extent that such suit arises from the RLA's negligence.

Further, the El Dorado County Charter SELPA shall be responsible for holding harmless and indemnifying the RLA for any costs of any kind or nature arising out of or related to this agreement other than as specifically contemplated herein, except to the extent that such cost arises from the RLA's negligence.

FULL DISCLOSURE

Except as otherwise prohibited by law, upon request by the Charter SELPA or any of its members, a Charter SELPA member shall provide any requested information, documents; writings or information of any sort requested without delay.

This agreement is entered into for the 2011-12 fiscal year and, absent a new agreement or termination, continues each year thereafter.

Executed on this 19th day of May, 2011

CHARTER SCHOOL APPROVAL

Silicon Valley FLEX Academy

Date: 6/8/11



Mark Kushner, Flex Public Schools for Silicon Valley FLEX Academy

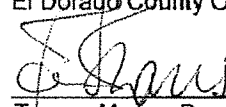
EL DORADO COUNTY OFFICE OF EDUCATION APPROVAL

Date: _____



Vicki L. Barber, Ed.D., Superintendent
El Dorado County Office of Education

Date: 8/19/11



Terena Mares, Deputy Superintendent
El Dorado County Office of Education

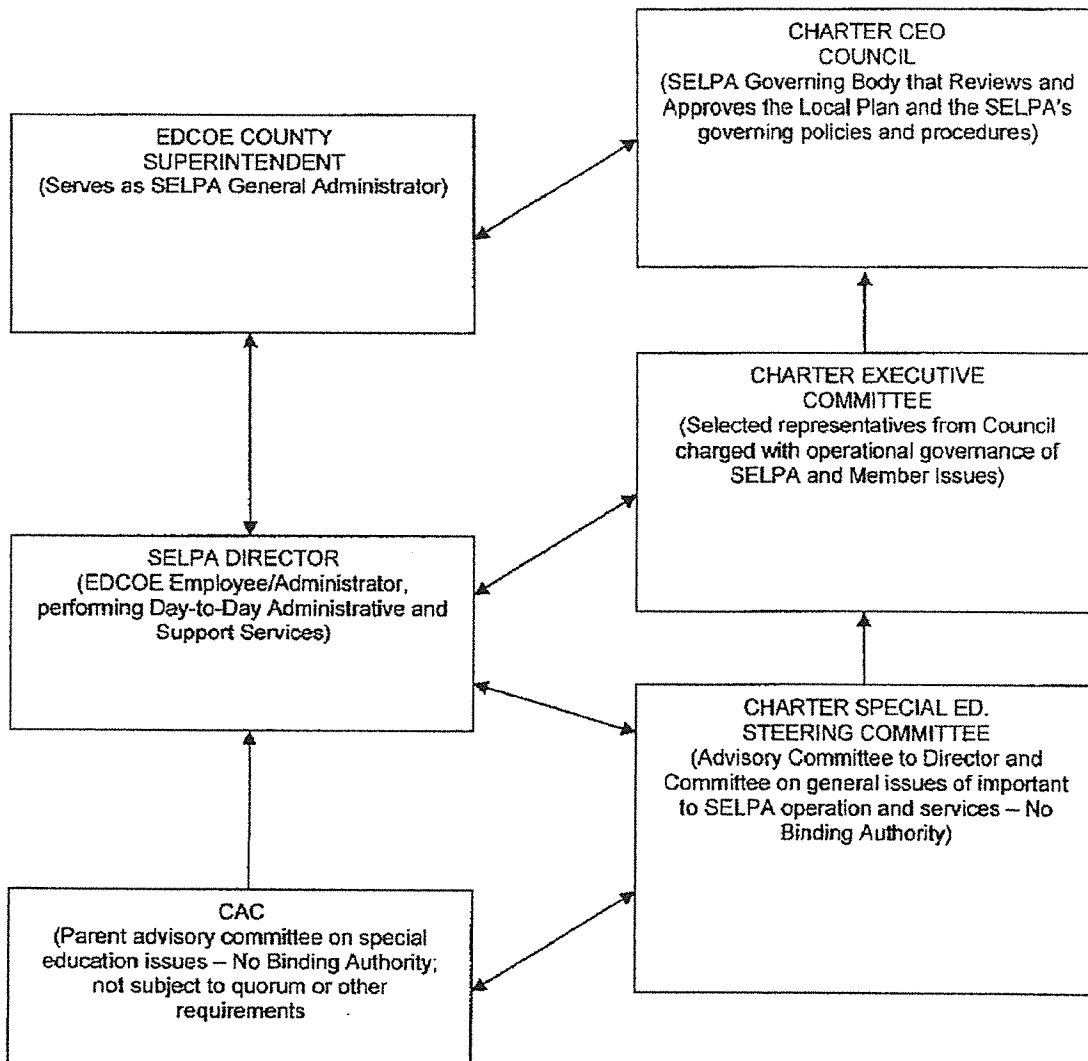
Date: 6/10/11



Emi Johnson, Charter SELPA Director
El Dorado County Office of Education

El Dorado County Charter SELPA

Charter Education SELPA Flow Chart



3261426

State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

NOV 30 2009

Debra Bowen

DEBRA BOWEN
Secretary of State

NOV 23 2009

ARTICLES OF INCORPORATION
OF
FLEX SCHOOLS
(A California Nonprofit Public Benefit Corporation)

I.

The name of the Corporation shall be Flex Schools.

II.

The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The specific purposes for which this Corporation is organized are for the advancement of education, including but not limited to operating and supporting schools and other educational services.

The Corporation is organized and operated exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law. Notwithstanding any other provision of these articles, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

III.

The name and address in the State of California of this Corporation's initial agent for service of process is:

Mark Kushner
70 Carmel Street
San Francisco, CA 94117

IV.

All corporate property is irrevocably dedicated to the purposes set forth in the second article above. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to any of its directors, members, trustees, officers or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments and distributions in furtherance of the purposes set forth in Article II.

No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not

participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Subject to the provisions of the nonprofit public benefit provisions of the Nonprofit Corporation Law of the State of California, and any limitations in the articles or bylaws relating to action to be approved by the members or by a majority of all members, if any, the activities and affairs of this Corporation shall be conducted and all the powers shall be exercised by or under the direction of the board of directors.

The number of directors shall be as provided for in the bylaws. The bylaws shall prescribe the qualifications, mode of election, and term of office of directors.

V.

The authorized number and qualifications of members of the corporation, if any, the different classes of membership, the property, voting and other rights and privileges of members, and their liability for dues and assessments and the method of collection thereof, shall be set forth in the bylaws.

VI.

Upon the dissolution or winding up of the Corporation, its assets remaining after payment of all debts and liabilities of the Corporation, shall be distributed to a nonprofit fund, foundation, or association which is organized and operated exclusively for educational, public or charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine which are organized and operated exclusively for such purposes.

Dated: 11/23/09

Kimberly Rodriguez
Kimberly Rodriguez, Incorporator



Date of this notice: 03-26-2010

Employer Identification Number:
27-2201515

Form: SS-4

Number of this notice: CP 575 A

FLEX SCHOOLS
FLEX PUBLIC SCHOOLS
% ANDREW GORDON
ONE MARKET ST SPEAR TOWER STE 2200
SAN FRANCISCO, CA 94105

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 27-2201515. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

09/15/2010

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



2015-2016 School Year Calendar

August 15						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 15						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 15						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 15						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 15						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 16						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 16						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

March 16						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 16						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 16						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 16						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		



- Minimum Day
- School Closed
- Staff Only NO STUDENTS
- Special Event

Important Dates:

- August 12th, Freshman Orientation
- August 13th, First Day of School
- September 7th, Labor Day, School Closed
- October 16th, End of First Quarter
- October 20-23, Parent Teacher Conferences
- November 11th, Veterans Day
- November 23-27, Thanksgiving Holidays
- December 14-17, Semester Exams
- December 18 through January 4th Holiday Break
- January 18th, MLK Day
- February 15-19, Winter Break
- March 18th, End of Third Quarter
- April 11-15, Spring Break
- May 30th, Memorial Day
- June 1-7, Final Exams
- June 6th, High School Graduation
- June 7th, 8th Grade Graduation
- June 7th, LAST DAY OF SCHOOL



CLASSIFYING K-12 BLENDED LEARNING

By Heather Staker and Michael B. Horn

May 2012



VISIT WWW.INNOSIGHTINSTITUTE.ORG TO ADD YOUR PROFILE

INTRODUCTION

The growth of online learning in the K–12 sector is occurring both remotely through virtual schools and on campuses through blended learning. In emerging fields, definitions are important because they create a shared language that enables people to talk about the new phenomena. The following blended-learning taxonomy and definitions expand upon and refine our previous work in helping to create a shared language for the K–12 blended-learning sector.

In our report titled, “The rise of K–12 blended learning,” we observed that there were six main blended-learning models emerging in the sector from the perspective of the student. This paper introduces a number of changes to that taxonomy based on feedback from the field and the need to update the research to keep pace with new innovations that are occurring in blended learning. Most importantly, the paper eliminates two of the six blended-learning models—Face-to-Face Driver and Online Lab—because they appear to duplicate other models and make the categorization scheme too rigid to accommodate the diversity of blended-learning models in practice. By moving from six to four overarching models, we have created more breathing room in the definitions. We hope these new models will better describe the majority of programs so that nearly all blended-learning programs will fit comfortably within one of the four. **Appendix A** explains the differences between the new four-model taxonomy and the old six-model taxonomy in greater detail.

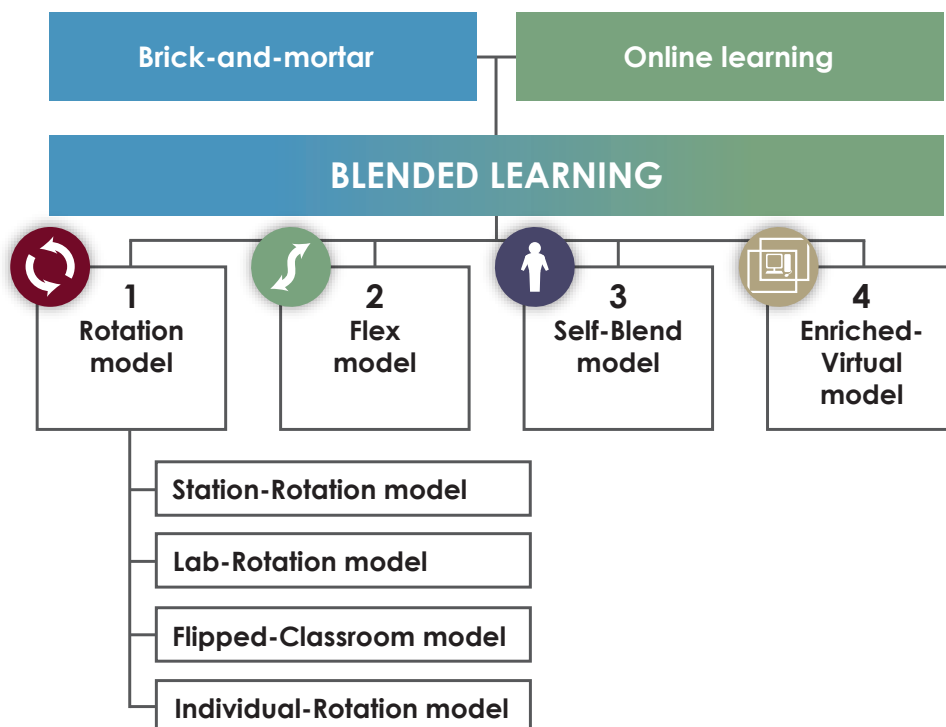
Two design principles governed the process of updating and expanding upon the blended-learning definitions:

- 1. Develop flexible definitions so that they can still be useful even as the field continues to innovate.** The definitions are intentionally broad and open, rather than specific. They set forth basic patterns that are emerging, but avoid setting tight parameters about how a model “has to be.”
- 2. Exclude normative qualifiers.** This principle is a holdover from the last report. Some blended programs are high in quality and some are not. Some use dynamic content, whereas others have more static content. Some are more expensive than the traditional schooling model; others are less costly. The definitions in this taxonomy leave out such appraisals. Just as a hybrid car can be either efficient or a clunker and still be a hybrid car, blended learning can be both good and bad.

In defining blended learning and identifying its emerging models, we looked at examples of over 80 programs in the K–12 sector.¹ In addition, in November 2011 roughly 100 educators met during a pre-conference at the International Association for K–12 Online Learning’s (iNACOL) Virtual School Symposium² and critiqued the taxonomy.³

The taxonomy in **Figure 1** depicts a preliminary categorization scheme for the blended-learning landscape as it currently exists based upon an analysis of programs that either are preparing to launch or are already in existence. It is important to note that many school operators have implemented more than one blended-learning model for their students. Accordingly, the models represent particular programs within a school, not a typology for whole-school design.

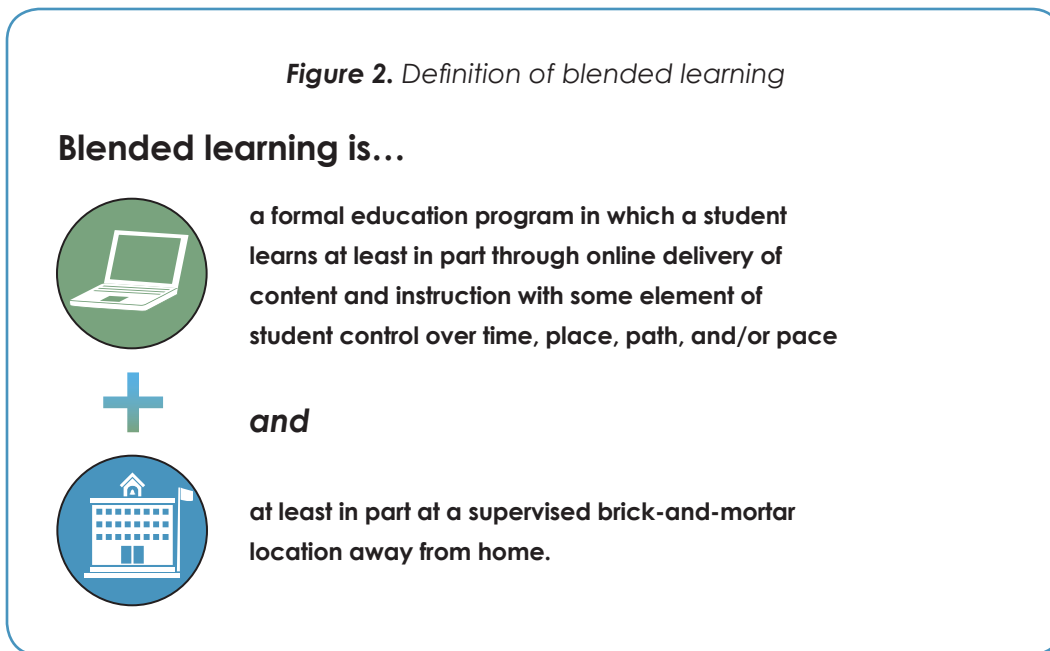
Figure 1. Blended-learning taxonomy



Later sections of this paper define each of the elements in **Figure 1** and provide examples. As stated in the first report, we continue to believe that these categories will evolve and expand. We invite others to contribute to this research by offering improvements and additions.

DEFINITION OF BLENDED LEARNING

In 2011 Innosight Institute suggested a preliminary definition of blended learning. This paper introduces a slightly refined definition to incorporate feedback from the field. **Figure 2** depicts the revised definition.

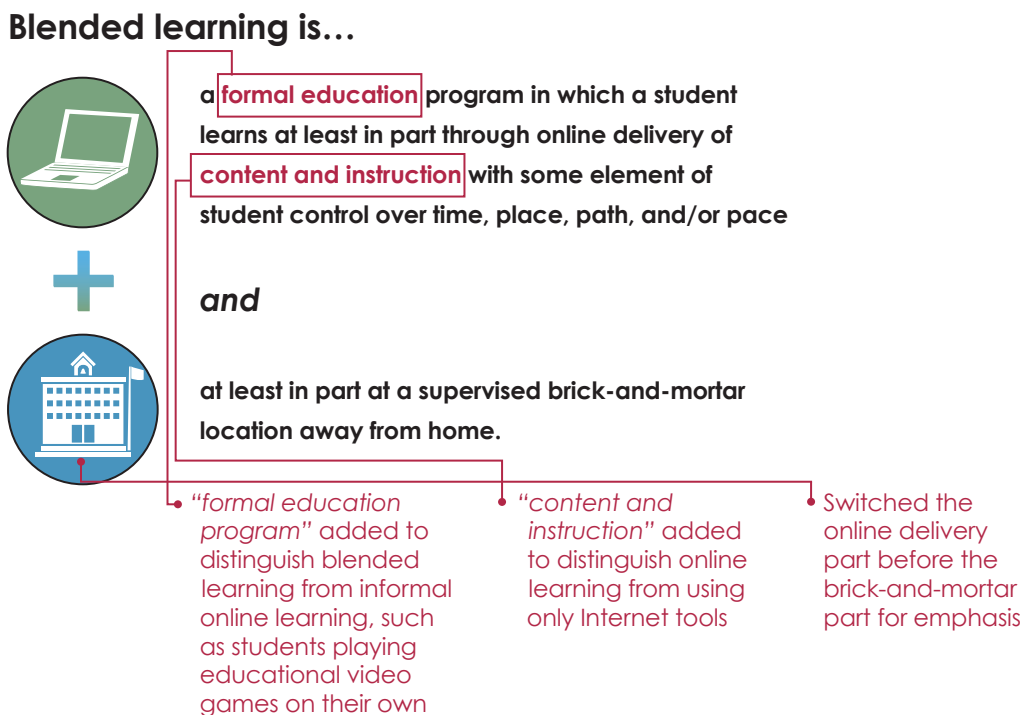


The first component of the definition—online delivery of content and instruction with some element of student control over time, place, path, and/or pace—incorporates language from Evergreen Education Group’s and iNACOL’s definitions of online learning. They define online learning as education where content and instruction are delivered primarily over the Internet.⁴ The term online learning is used interchangeably with virtual learning, cyberlearning, and e-learning. We included the phrase “with some element of student control over time, place, path, and/or pace” to distinguish blended learning from technology-rich instruction (see the definition of technology-rich instruction and the text box on page 6).

The second component of the definition specifies that the learning must be “supervised” and take place “away from home.” This is to distinguish it from students learning full-time online at a brick-and-mortar location such as a coffee shop, public library, or home. Someone associated with the brick-and-mortar setting provides the supervision, rather than a parent or other adult who is associated primarily with the student.

Figure 3 provides an annotated view of the definition to show the changes from the original definition we proposed in 2011.

Figure 3. Annotated definition of blended learning



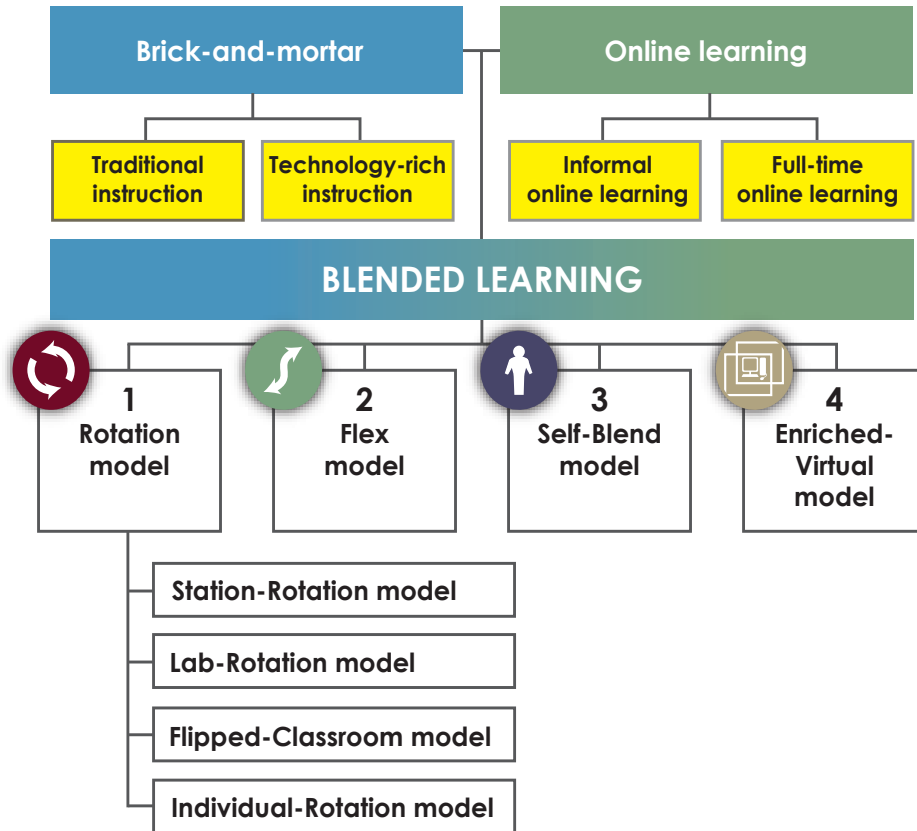
One common feature of blended learning is that when a course takes place partly online and partly through other modalities, the various modalities are usually connected. In other words, what the students learn online informs what they learn face-to-face, and vice versa. Furthermore, if students have control over their pace, this control often extends to the entire subject that is blended, not only to the online-learning portion of the coursework. Some researchers believe this connection between modalities within a course or subject is fundamental to blended learning and should be included in the definition itself. We believe that there are strong reasons for its inclusion as well and note it here as an optional addendum.

The definition is from a student’s perspective. Even if the school itself is not offering online or blended courses, students may still experience blended learning if they are engaged in a formal online learning program on their own while also attending a brick-and-mortar school. They are participating in the combination of both experiences, regardless of whether they initiated the convergence or their school did.

The language in the blended-learning definition is intended to distinguish the definition from other common forms of learning that many confuse with blended learning. The confusion arises

because certain education practices—such as traditional instruction, technology-rich instruction, informal online learning, and full-time virtual learning—share some features of blended learning but differ in key ways that exclude them from fitting precisely in the category. **Figure 4** depicts where these practices fit in relation to online and blended learning. The text following this figure provides definitions of each of the highlighted education practices.

Figure 4. Blended learning in relation to other education practices*



The following are suggested definitions for traditional instruction and technology-rich instruction. These practices are not in and of themselves forms of blended learning, but they can

* The education practices highlighted in Figure 4 are neither mutually exclusive nor collectively exhaustive. For example, students attending a brick-and-mortar school could be part of a program that has both traditional and technology-rich elements. Furthermore, their program could center on an entirely different education practice, such as project-based learning, which this figure does not include, as project-based learning could occur in all four of these categories. The intent of Figure 4 is to situate blended learning among a few other education practices for the purpose of differentiation.

One critical part of the definition of blended learning is that it involves “some element of student control of time, place, path, and/or pace.” Digital Learning Now! describes each dimension:

- **Time:** Learning is no longer restricted to the school day or the school year.
- **Place:** Learning is no longer restricted to the walls of the classroom.
- **Path:** Learning is no longer restricted to the pedagogy used by the teacher. Interactive and adaptive software allows students to learn [in a method that is customized to their needs].
- **Pace:** Learning is no longer restricted to the pace of an entire classroom of students.

Source: “Roadmap for Reform,”

<http://digitalllearningnow.com/wp-content/uploads/2011/10/Roadmap-for-Reform-.pdf>

combine with online learning to create a blended-learning experience for students. For example, students could rotate between online learning and traditional instruction, or they could attend a technology-rich classroom for certain subjects and take online courses for others.

- **Traditional instruction** – a structured education program that focuses on face-to-face teacher-centered instruction, including teacher-led discussion and teacher knowledge imparted to students.⁵ Students are matched by age, and possibly also ability. Instructional materials are based on textbooks, lectures, and individual written assignments. All students in the classroom generally receive a single, unified curriculum. Subjects are often individual and independent instead of integrated and interdisciplinary, particularly in secondary school.⁶
- **Technology-rich instruction** – a structured education program that shares the features of traditional instruction, but also has digital enhancements such as electronic whiteboards, broad access to Internet devices, document cameras, digital textbooks, Internet tools,* and online lesson plans. The Internet, however, does not deliver the content and instruction, or if it does, the student still lacks control of time, place, path, and/or pace.

* Internet tools are software applications and programs available on the Internet that provide students with digital functionality but do not deliver online instruction and content. For example, a student may use an Internet tool like Google Docs for document creation or Edmodo for social networking. These tools help accomplish a task, but do not provide instruction and content as an online course does.

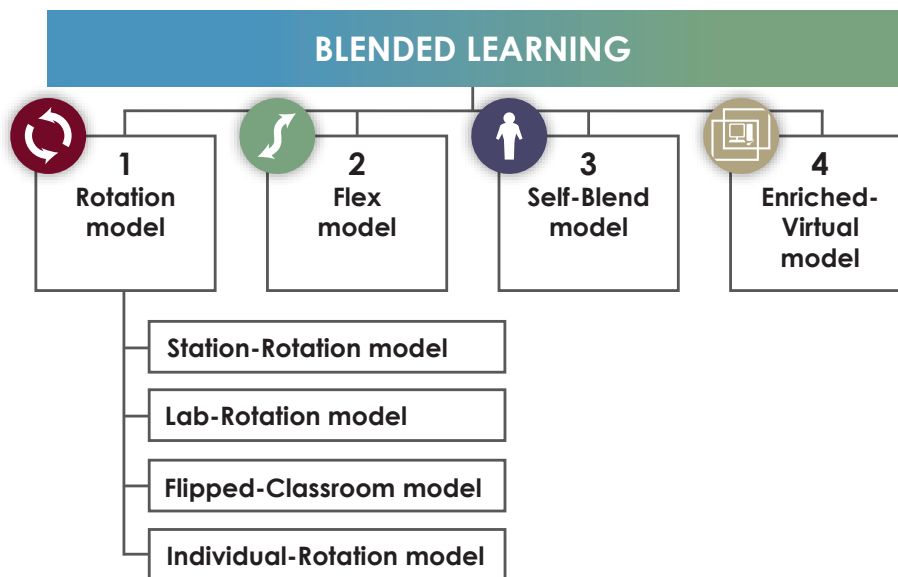
The following are suggested definitions for two types of online learning that are distinct from blended learning. Like blended learning, these practices use the Internet to deliver content and instruction and allow students some element of control of time, place, path, and/or pace. But they fall outside the scope of blended learning in significant ways.

- **Informal online learning** – any time a student uses technology to learn outside of a structured education program. For example, students could play educational video games or watch online lectures on their own outside of any recognized school program.
- **Full-time online learning** – a structured education program in which content and instruction are delivered over the Internet and the students do not attend a supervised brick-and-mortar location away from home, except on a very limited basis in some cases, such as for proctored exams, wet labs, or social events.⁷

FOUR MODELS OF BLENDED LEARNING

The diagram in **Figure 5** depicts four models of blended learning that categorize the majority of blended-learning programs emerging across the K–12 sector today. See **Appendix A** for the rationale behind eliminating two of the six models from our previous report, titled “The rise of K–12 blended learning.”

Figure 5. Blended-learning models



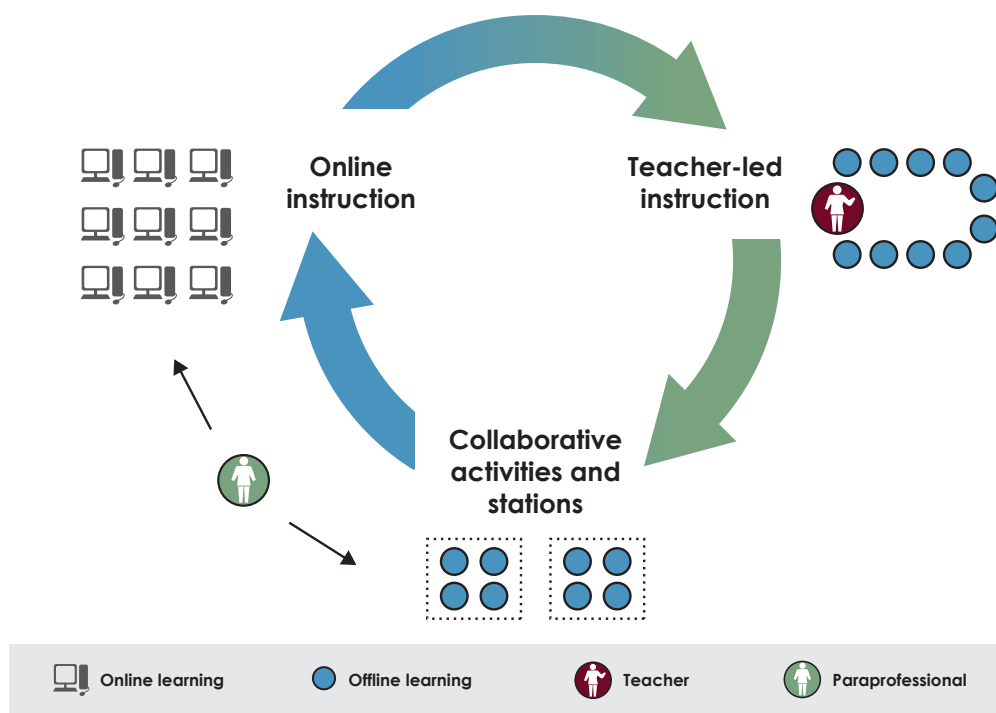
The following are definitions of the models and sub-models from **Figure 5**, as well as an example of each model.

1. **Rotation model** – a program in which within a given course or subject (e.g., math), students rotate *on a fixed schedule or at the teacher’s discretion* between learning modalities, at least one of which is online learning. Other modalities might include activities such as small-group or full-class instruction, group projects, individual tutoring, and pencil-and-paper assignments.
 - a. **Station Rotation** – a Rotation-model implementation in which within a given course or subject (e.g., math), students rotate *on a fixed schedule or at the teacher’s discretion* among classroom-based learning modalities. The rotation includes at least one station for online learning. Other stations might include activities such as small-group or full-class instruction, group projects, individual tutoring, and pencil-and-paper assignments. Some implementations involve the entire class

alternating among activities together, whereas others divide the class into small-group or one-by-one rotations. The Station-Rotation model differs from the Individual-Rotation model because students rotate through all of the stations, not only those on their custom schedules.

Example: The KIPP LA Empower Academy equips each kindergarten classroom with 15 computers. Throughout the day the teacher rotates students among online learning, small-group instruction, and individual assignments.⁸ **Figure 6** depicts one of KIPP Empower Academy’s station rotations (the rotations differ somewhat based on subject; this figure illustrates one example).

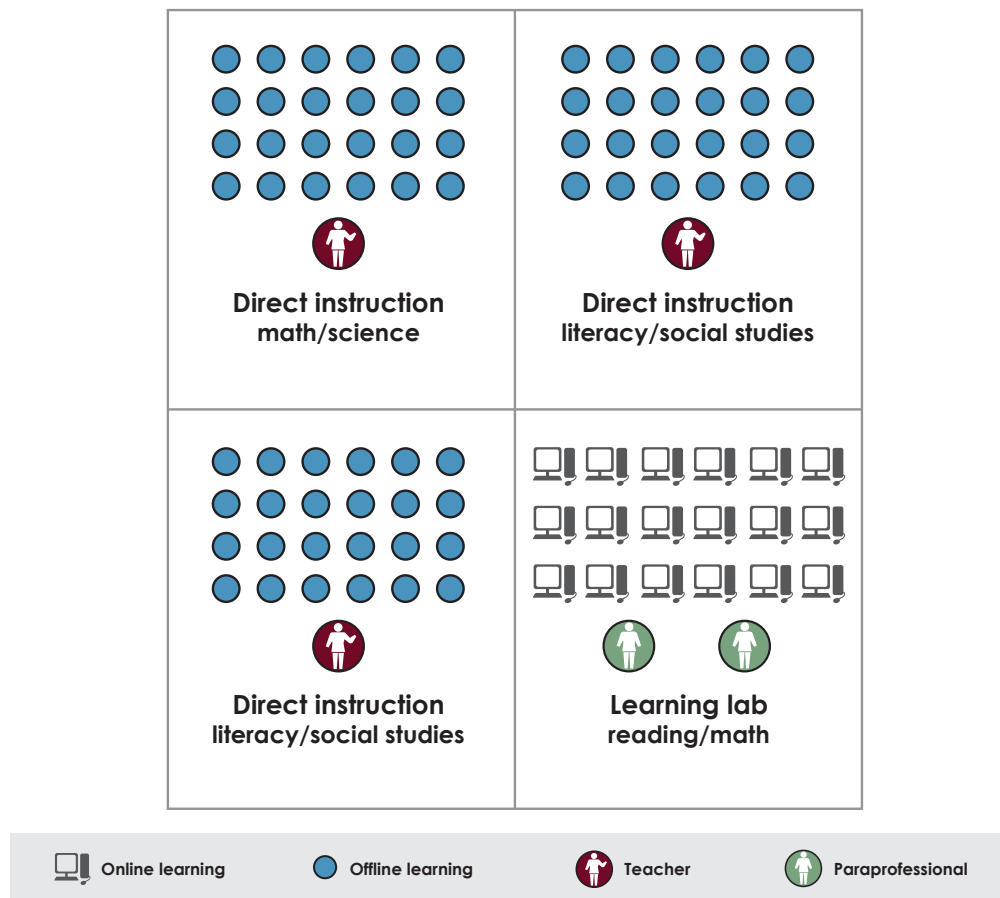
Figure 6. Station-Rotation model, KIPP LA Empower Academy



b. Lab Rotation – a Rotation-model implementation in which within a given course or subject (e.g., math), students rotate *on a fixed schedule or at the teacher’s discretion* among locations on the brick-and-mortar campus. At least one of these spaces is a learning lab for predominantly online learning, while the additional classroom(s) house other learning modalities. The Lab-Rotation model differs from the Station-Rotation model because students rotate among locations on the campus instead of staying in one classroom for the blended course or subject.

Example: At Rocketship Education, students rotate out of their classrooms to a learning lab for two hours each day to further their instruction in math and reading through online learning.⁹ **Figure 7** illustrates this rotation.

Figure 7. Lab-Rotation model, Rocketship Education

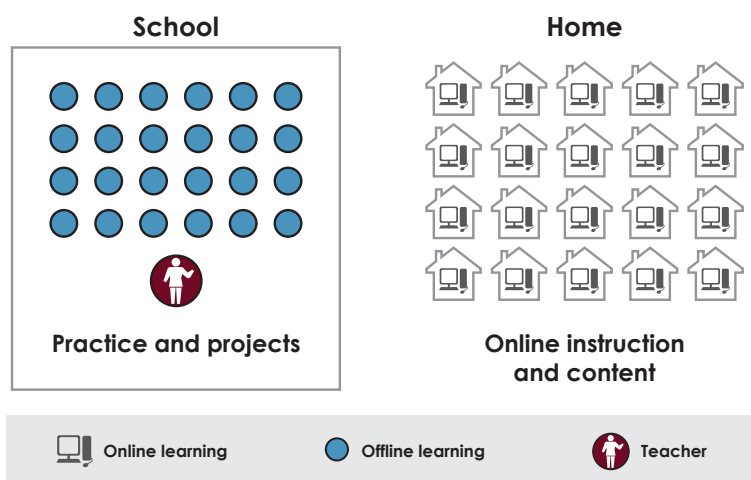


- c. **Flipped Classroom** – a Rotation-model implementation in which within a given course or subject (e.g., math), students rotate *on a fixed schedule* between face-to-face teacher-guided practice (or projects) on campus during the standard school day and online delivery of content and instruction of the same subject from a remote location (often home) after school. The primary delivery of content and instruction is online, which differentiates a Flipped Classroom from students who are merely doing homework practice online at night. The Flipped-Classroom model accords with the idea that blended learning includes some element of student control over time, place, path, and/or pace because the model allows students to choose the location where they receive content

and instruction online and to control the pace at which they move through the online elements.

Example: At Stillwater Area Public Schools along the St. Croix River in Minnesota, students in grades 4–6 math classes use Internet-connected devices after school at the location of their choice to watch 10- to 15-minute asynchronous instruction videos and complete comprehension questions on Moodle. At school they practice and apply their learning with a face-to-face teacher.¹⁰ **Figure 8** illustrates a Flipped-Classroom rotation.

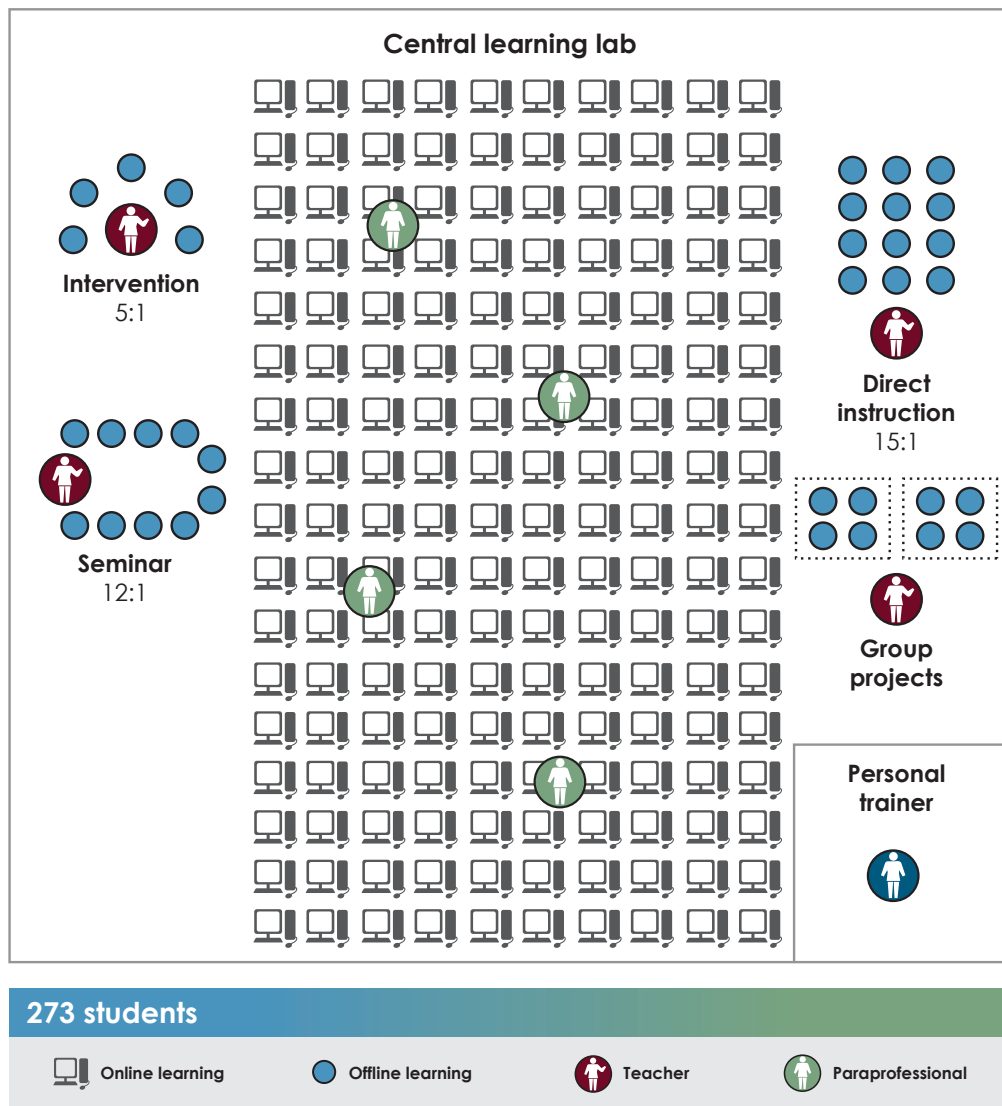
Figure 8. Flipped-Classroom model, Stillwater Area Public Schools



d. Individual Rotation – a Rotation-model implementation in which within a given course or subject (e.g., math), students rotate on an *individually customized, fixed schedule* among learning modalities, at least one of which is online learning. An algorithm or teacher(s) sets individual student schedules. The Individual-Rotation model differs from the other Rotation models because students do not necessarily rotate to each available station or modality.

Example: Carpe Diem Collegiate High School and Middle School assigns each student a specific schedule that rotates them between online learning in the learning center and offline learning. Each rotation lasts 35 minutes.¹¹ **Figure 9** illustrates the Carpe Diem model.

Figure 9. Individual-Rotation model, Carpe Diem Collegiate High School and Middle School

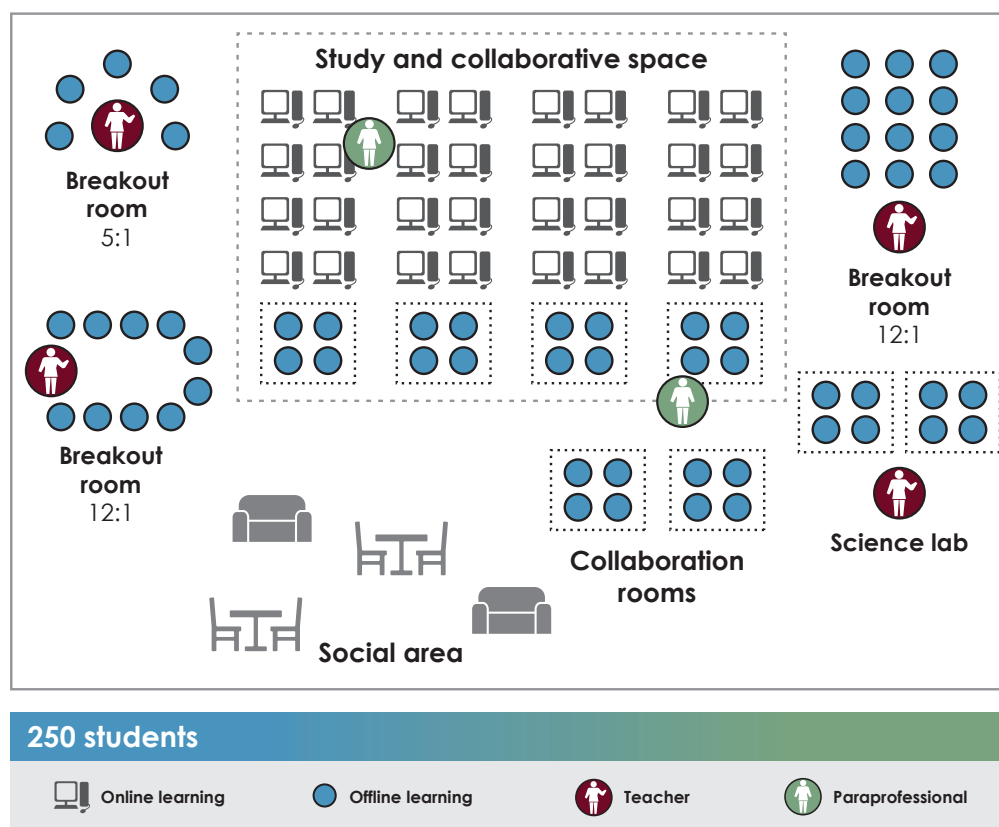


2. **Flex model** – a program in which content and instruction are delivered primarily by the Internet, students move on an *individually customized, fluid schedule* among learning modalities, and the teacher-of-record is on-site. The teacher-of-record or other adults provide face-to-face support on a flexible and adaptive as-needed basis through activities such as small-group instruction, group projects, and individual tutoring. Some implementations have substantial face-to-face support, while others have minimal support. For example, some flex models may have face-to-face certified teachers who supplement the online learning on a daily basis, whereas others may provide little face-to-

face enrichment. Still others may have different staffing combinations. These variations are useful modifiers to describe a particular Flex model.

Example: At San Francisco Flex Academy, the online-learning provider K12, Inc. delivers the curriculum and instruction, while face-to-face teachers use a data dashboard to offer targeted interventions and supplementation throughout the day for core courses. The teachers-of-record for the core courses are the face-to-face teachers. (Many of the elective courses have online K12, Inc. teachers who serve as the teachers-of-record instead of the face-to-face teachers. These elective courses are part of the Self-Blend model, which the next section of this paper discusses.)¹² **Figure 10** illustrates the San Francisco Flex Academy model.

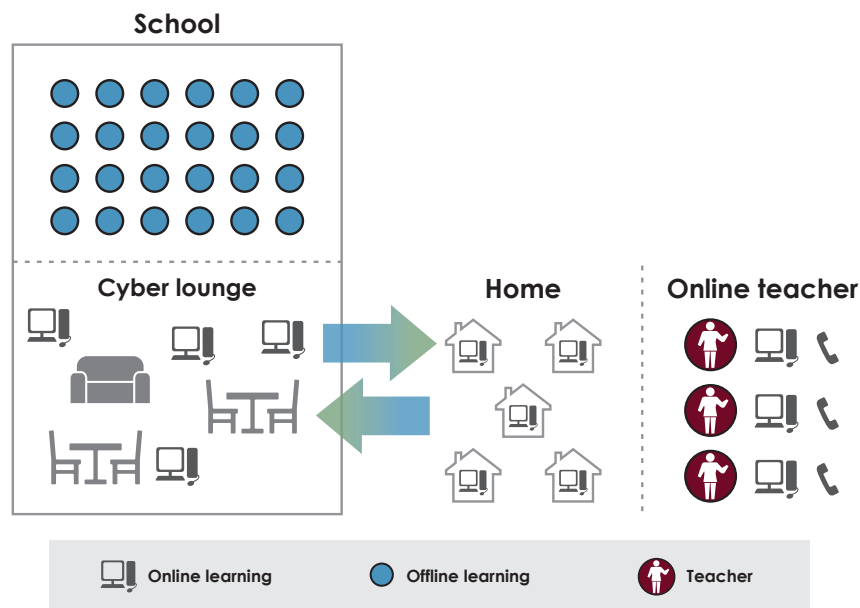
Figure 10. Flex model, San Francisco Flex Academy



3. Self-Blend model – describes a scenario in which students choose to take one or more courses entirely online to supplement their traditional courses and the teacher-of-record is the online teacher. Students may take the online courses either on the brick-and-mortar campus or off-site. This differs from full-time online learning and the Enriched-Virtual model (see the next definition) because it is not a whole-school experience. Students self-blend some individual online courses and take other courses at a brick-and-mortar campus with face-to-face teachers.

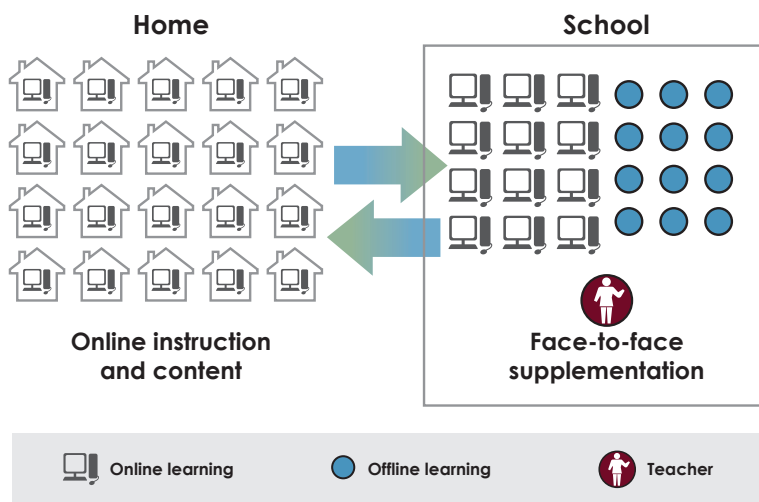
Example: Quakertown Community School District (QCSD) in Pennsylvania offers students in grades 6–12 the option of taking one or more online courses. All students complete a cyber orientation course prior to enrollment. Courses are asynchronous and students can work on them any time during the day. QCSD has created “cyber lounges” where students can work on their online courses at school, but they are also free to complete the courses remotely if they prefer. The teachers-of-record for the courses are the online teachers, most of whom also teach face-to-face courses for QCSD.¹³ **Figure 11** illustrates the QCSD model.

Figure 11. Self-Blend model, Quakertown Community School District



4. **Enriched-Virtual model** – a whole-school experience in which within each course (e.g., math), students divide their time between attending a brick-and-mortar campus and learning remotely using online delivery of content and instruction. Many Enriched-Virtual programs began as full-time online schools and then developed blended programs to provide students with brick-and-mortar school experiences. The Enriched-Virtual model differs from the Flipped Classroom because in Enriched-Virtual programs, students seldom attend the brick-and-mortar campus every weekday. It differs from the Self-Blend model because it is a whole-school experience, not a course-by-course model. Example: At the Albuquerque eCADEMY, students in grades 8–12 meet face-to-face with teachers for their first course meeting at a brick-and mortar location. They can complete the rest of their coursework remotely, if they prefer, as long as they maintain at least a “C” grade point average in the program.¹⁴ **Figure 12** illustrates eCADEMY’s Enriched-Virtual model.

Figure 12. *Enriched-Virtual model, Albuquerque eCADEMY*



Appendix A: Notes about how this taxonomy differs from the taxonomy in “The rise of K–12 blended learning,” January 2011

This paper revises the preliminary blended-learning taxonomy that we introduced in “The rise of K–12 blended learning,” published in January 2011, and its follow-on report, “The rise of K–12 blended learning: Profiles of emerging models,” published in May 2011. Its most notable change is the condensing of the six blended-learning models to four. Numerous education experts provided feedback to help us arrive at the four models. The following is a discussion of some of the rationale behind the changes.

First, we eliminated the Face-to-Face Driver model because it was not substantively different from the Flex and Rotation models, except that the students in Face-to-Face-Driver programs often engaged with online content for shorter bursts of time. We also eliminated the Online-Lab model. It was the same as the Self-Blend model, except that it described students who took courses on campus, whereas the Self-Blend described students who took courses off campus. This distinction did not work because too often students did a little of both. We combined the two in Self-Blend to encompass any time students take an online course—either on-site or off-site—to supplement their face-to-face courses.

Second, we changed the definition of the Flex model to allow it to encompass some elements of the excised Online-Lab model. The old definitions of Flex and Online Lab tried to distinguish the two by specifying that Online-Lab implementations involved less face-to-face support for students. That distinction was problematic because the dividing line between the two was hard to pinpoint. The new Flex definition is broader and allows for both types of staffing models. Some implementations have substantial face-to-face support, and others have significantly less. The broader Flex definition makes clear, however, that in all Flex programs the teacher-of-record is on-site, even if that teacher provides little face-to-face enrichment of the online coursework.

Third, we subdivided the Rotation model into four common implementations. The other models will likely develop subcategories also as they mature and researchers deepen their understanding of the phenomena.

Fourth, we changed the name of the Online-Driver model because it was easily confused with aspects of the other models or with full-time virtual learning. Instead, we suggested the newly named “Enriched-Virtual” model, which we think has a more precise and specific definition than did the Online-Driver model.

Notes

- ¹ Many organizations have submitted profiles of their blended-learning program(s) to Innosight Institute's database at <http://www.innosightinstitute.org/media-room/publications/blended-learning/>. We invite school operators and others with an eye on blended-learning programs not profiled in our report to add their profiles to this set of case studies, which will in turn appear on our website.
- ² iNACOL hosts the Virtual School Symposium each year. The 2011 pre-conference session that included a review of the blended-learning taxonomy was titled, "Blended/Hybrid Learning 101: From Inception to Implementation."
- ³ Special thanks also to suggestions from numerous other experts, including leaders from the Alliance for Excellent Education, California Learning Resource Network, Charter School Growth Fund, Education Elements, Evergreen Education Group, Foundation for Excellence in Education, Getting Smart, iNACOL, Plato, and Public Impact.
- ⁴ See John Watson and Steven Kalmon, "Keeping pace with K–12 online learning: A review of state-level policy and practice," 2005, Learning Point Associates, http://www.learningpt.org/pdfs/tech/Keeping_Pace2.pdf; and iNACOL, "The Online Learning Definitions Project," October 2011, http://www.inacol.org/research/docs/iNACOL_DefinitionsProject.pdf.
- ⁵ Martha Elaine Needham, "Comparison of standardized test scores from traditional classrooms and those using problem-based learning," Dissertation presented to the University of Missouri-Kansas City, 2010, <https://mospace.umsystem.edu/xmlui/bitstream/handle/10355/9609/NeedhamComStaTesSco.pdf?sequence=1>, accessed April 9, 2012.
- ⁶ Wikipedia, "Traditional Education," http://en.wikipedia.org/wiki/Traditional_education, accessed Apr 9, 2012.
- ⁷ iNACOL does not provide a definition of full-time virtual learning. It does, however, reference Evergreen Education Group's useful definition of a full-time online program: "Full-time online schools, also called cyberschools, work with students who are enrolled primarily (often only) in the online school. Cyberschools typically are responsible for their students' scores on state assessments required by No Child Left Behind, which is the primary way in which student outcomes, and school performance, are measured. In some states most full-time online schools are charter schools." See John Watson, Amy Murin, Lauren Vashaw, Butch Gemin, and Chris Rapp, "Keeping pace with K–12 online learning: A review of state-level policy and practice," Evergreen Education Group, 2010, http://www.kpk12.com/cms/wp-content/uploads/KeepingPaceK12_2010.pdf.
- ⁸ A profile of KIPP Empower Academy is available at "Kipp LA," Innosight Institute, <http://www.innosightinstitute.org/blended-learning-2/blprofiles-innosight/kipp-la/>.
- ⁹ A profile of Rocketship Education is available at "Rocketship Education," Innosight Institute, <http://www.innosightinstitute.org/blended-learning-2/blprofiles-innosight/rocketship-education/>.
- ¹⁰ A profile of this district is available at "Stillwater Area Public Schools," Innosight Institute, <http://www.innosightinstitute.org/blended-learning-2/blprofiles-innosight/stillwater-area-public-schools/>.
- ¹¹ A profile of Carpe Diem is available at "Carpe Diem Collegiate High School and Middle School (CDCHS)," Innosight Institute, <http://www.innosightinstitute.org/blended-learning-2/blprofiles-innosight/carpe-diem-collegiate-high-school-and-middle-school-cdchs/>.
- ¹² A profile of the San Francisco Flex Academy is available at "Flex Public Schools: San Francisco Flex Academy in partnership with K12, Inc.," Innosight Institute, <http://www.innosightinstitute.org/blended-learning-2/blprofiles-innosight/flex-public-schools/>.
- ¹³ A profile of QCSD is available at "Quakertown Community School District: Infinity Cyber Academy," Innosight Institute, <http://www.innosightinstitute.org/blended-learning-2/blprofiles-usersubmissions/quakertown-community-school-district-2/>.
- ¹⁴ A profile of the eCADEMY is available at "eCADEMY," Innosight Institute, <http://www.innosightinstitute.org/blended-learning-2/blprofiles-innosight/ecademy/>.

About Innosight Institute

Innosight Institute, founded in May 2007, is a 501(c)(3) not-for-profit think tank whose mission is to apply Harvard Business School Professor Clayton Christensen's theories of disruptive innovation to develop and promote solutions to the most vexing problems in the social sector.

About the authors



HEATHER CLAYTON STAKER is a Senior Research Fellow for the Education Practice at Innosight Institute. Staker graduated magna cum laude from Harvard College and received an MBA, with distinction, from Harvard Business School. She has experience as a strategy consultant for McKinsey & Company and as a member of the California State Board of Education.



MICHAEL B. HORN is co-founder and Executive Director of Education of Innosight Institute, a non-profit think tank devoted to applying the theories of disruptive innovation to problems in the social sector. *Tech&Learning* magazine named Horn to its list of the 100 most important people in the creation and advancement of the use of technology in education.

