



# **ALLEGIANCE STEAM ACADEMY**

## **SPECIAL MEETING OF THE BOARD OF DIRECTORS**

**February 18, 2018**

**7:00 pm**

**Meeting Location:**  
*13050 2<sup>nd</sup> Street, Chino, CA 91710*

### **AGENDA**

#### **INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD BY PARENTS AND CITIZENS**

**Allegiance STEAM Academy ("Allegiance"), which operates Allegiance STEAM Academy - Thrive Charter School, welcomes your participation at the Allegiance's Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of Allegiance in public. We are pleased that you are in attendance and hope that you will visit these meetings often. Your participation assures us of continuing community interest in our school. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided and are included in Board Policy.**

1. Agendas are available to all audience members at the meeting. Note that the order of business on this agenda may be changed without prior notice. For more information on this agenda, please contact Allegiance at: [email@allegiancesteamacademy.org](mailto:email@allegiancesteamacademy.org)
2. "Request to Speak" forms are available to all audience members who wish to speak on any agenda items or under the general category of "Public Comments."
3. "Public Comments" are set aside for members of the audience to comment. However, due to public meeting laws, the Board can only listen to your issue, not take action. The public is invited to address the Board regarding items listed on the agenda. Comments on an agenda item will be accepted during consideration of that item, or prior to consideration of the item in the case of a closed session item. Please turn in comment cards to the Board Secretary prior to the item you wish to speak on. These presentations are limited to three (3) minutes and total time allotted to non-agenda items will not exceed fifteen (15) minutes.
4. When addressing the Board, speakers are requested to state their name and adhere to the time limits set forth.

5. In compliance with the Americans with Disabilities Act (ADA) and upon request, Allegiance STEAM Academy may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternative modification of the agenda in order to participate in Board meetings are invited to contact Allegiance STEAM Academy.

**I. Preliminary**

**A. Call to Order**

The meeting was called to order by Board Chair at \_\_\_\_\_.

**B. Roll Call**

	<b>Present</b>	<b>Absent</b>
Andrew Vestey, Chairman	_____	_____
Vanessa Okamoto, Secretary	_____	_____
Remen Santos, Treasurer	_____	_____
Raquel Rall, Member	_____	_____
Samantha Odo, Member	_____	_____

**C. Public Comments- Items not on the Agenda**

No individual presentations shall be for more than three (3) minutes and the total time for this purpose shall not exceed fifteen (15) minutes. Ordinarily, Board members will not respond to presentations and no action can be taken. However, the Board may give direction to staff following a presentation.

**D. Approval of Agenda for Board Meeting for February 18, 2018.**

Recommended the Board of Directors approve the Agenda for Special Board Meeting for February 18, 2018

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call: \_\_\_\_\_

**II. Open Session:**

**A. COMMUNICATIONS**

- 1. **Comments from Board of Directors**
- 2. **CEO's report:**
  - a. **Human Resources/ Staffing Update**
  - b. **Student Information System Update**
  - c. **Plan for Engaging the Community**
  - d. **Employee Handbook**
  - e. **School Breakfast/Lunch Program Update**

**B. ITEMS SCHEDULED FOR CONSENT**

- 1. **Minutes for Regular Board Meeting held on January 28, 2018.**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call: \_\_\_\_\_

**C. ITEMS SCHEDULED FOR DISCUSSION:**

- 1. **Resignation of Remen Santos as Board Treasurer and Member of Board of Directors**

*The Board will consider accepting the resignation of Remen Santos as Board Treasurer and Member of the Board of Directors.*

**It is recommended the Board of Directors:**

- a. **Accept the Resignation of Remen Santos as Board Treasurer and Member of the Board of Directors.**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call: \_\_\_\_\_

- 2. **Nomination and Election of New Board Members**

*Allegiance Steam Academy (ASA) Bylaws state in Article 7, Section 3 "the number of Directors shall be no less than three (3) and no more than five (5)." The Board intends to increase the Directors from three Board Members to five, each serving a 3 year term.*

**It is recommended the Board of Directors:**

Nominate and Approve Melanie Choi as a Director to Allegiance Steam Academy Board of Directors.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call: \_\_\_\_\_

**3. Election of Board Officers**

*Allegiance Steam Academy Bylaws, Article 8, Section 3 states "officers of this corporation shall be chosen every two years by the Board of Directors." The Board will consider filling an Officer opening on the Board of Directors.*

**It is recommended the Board of Directors:**

- a. Nominate and Approve Melanie Choi as the Board Treasurer for Allegiance Steam Academy Board of Directors.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call: \_\_\_\_\_

**4. Factoring Agreement with Charter Asset Management**

*The Board will review/ discuss the Factoring Agreement presented to Allegiance STEAM Academy to provide \$50,000, to assist with start-up expenses. Troy Stevens, Andrew Vestey, Samantha Odo, Raquel Rall and Vanessa Okamoto have agreed to be personal guarantees for the Factoring Agreement. T*

**It is recommended the Board of Directors:**

- a. Approve and agree to the Factoring Agreement with Charter Asset Management.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call: \_\_\_\_\_

**5. CharterSafe**

*The Board will review a quote from CharterSafe, which is a self-insurance pool that was created by charter schools for the sole purpose of providing customized, authorizer-compliant and affordable insurance. CharterSafe is owned and controlled by its members and the organization is a public entity belonging to the charter school movement.*

*The insurance proposal includes:*

- *Board and Employment Liability*
- *General Liability*
- *Auto Liability & Physical Damage*
- *Excess Liability*
- *Property*
- *Pollution Liability*
- *Crime*
- *Terrorism Liability & Property*
- *Student & Volunteer Accident Liability*
- *Cyber Liability*

**It is recommended the Board of Directors:**

- a. Approve and agree to join the CharterSafe joint power agreement through July 1, 2018.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call: \_\_\_\_\_

**6. Student Information System**

*Allegiance Steam Academy intends to contract with a company to provide software for a student information system. The software will ensure all ASA families and staff will benefit from a streamlined and modernized student information system. ASA has received proposals from Illuminate, Aeries and PowerSchool to provide this service.*

**It is recommended the Board of Directors:**

- a. Identify a software program that will meet the needs of ASA and enter into a contract with the identified company.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call: \_\_\_\_\_

**7. Suicide Prevention/ Postvention Policy**

*Allegiance STEAM Academy recognizes that suicide is a leading cause of death among youth and school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an attempt to reduce such behavior and its impact on students and families, ASA has developed measures and strategies for suicide prevention, intervention, and postvention.*

**It is recommended the Board of Directors:**

- a. Adopt and Approve the Suicide Prevention/ Postvention Policy.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call: \_\_\_\_\_

**8. ASA Unlawful (Sexual) Harassment Policy**

*ASA is committed to providing a safe environment for all its employees free from discrimination on any ground and from harassment at work including sexual harassment. ASA will operate a zero-tolerance policy for any form of harassment in the workplace, treat all incidents seriously and promptly investigate all allegations of sexual harassment.*

**It is recommended the Board of Directors:**

- a. Adopt and Approve the Unlawful Harassment Policy.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call: \_\_\_\_\_

**9. ASA Anti-Nepotism Policy**

*ASA is committed to a policy of employment and advancement based on qualifications and merit and does not discriminate in favor of or in opposition to the employment of relatives. Anti-nepotism policies exist to ensure that individuals can't supervise, discipline, work with, or have any influence over the recruitment, salary or promotion of a relative or someone they're involved in a relationship with.*

**It is recommended the Board of Directors:**

- a. Adopt and Approve the Anti-Nepotism Policy.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call: \_\_\_\_\_

**10. ASA Anti-Bullying Policy**

*Allegiance STEAM Academy recognizes that providing an environment which is conducive to learning is important. ASA will not tolerate bullying or any type of similar behavior. In an attempt to reduce such behavior and its impact on students and families, ASA has developed measures and strategies for bullying prevention. The purpose of this policy is to communicate to all students, parents and staff that ASA will not, in any instance, tolerate bullying behavior.*

**It is recommended the Board of Directors:**

- a. Adopt and Approve the Anti-Bullying Policy.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call: \_\_\_\_\_

**11. Student Free Speech Policy**

*Allegiance Steam Academy has developed a Student Free Speech Policy, guiding speech and expression to ensure students have a right to express their ideas and information.*

**It is recommended the Board of Directors:**

- a. Adopt and Approve the Student Free Speech Policy.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call: \_\_\_\_\_

**C. ADJOURNMENT**

**It is recommended the Board of Directors:**

- a. Adjourn the Regular Board Meeting for February 18, 2018 at \_\_\_\_\_

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call: \_\_\_\_\_



# ALLEGIANCE STEAM ACADEMY REGULAR MEETING OF THE BOARD OF DIRECTORS

**January 28, 2018  
Minutes**

## **I. Preliminary**

### **A. Call to Order**

The meeting was called to order by Board Chair at 7:04 PM.

### **B. Roll Call**

	<b>Present</b>	<b>Absent</b>
Samantha Odo, Chairman	X	_____
Vanessa Okamoto, Secretary	X	_____
Remen Santos, Treasurer	X	_____

### **C. Public Comments**

There were no public comments.

### **D. Approval of Agenda for Board Meeting for January 28, 2018.**

*Motion (Okamoto), second (Santos), motion carried by a vote of 3-0 to approve the agenda for the Special meeting of the Board of Directors for January 28, 2018.*

## II. Open Session:

### A. ITEMS SCHEDULED FOR CONSENT

1. Minutes for Special Board Meetings held on January 15, 2018.
2. Job Descriptions:
  - a. Director of Educational Programs
  - b. Director of Business Services
  - c. Director of Information Technology
  - d. Teacher
  - e. Office Manager
  - f. Office Assistant
  - g. STEAM Lab Teacher
  - h. Music Teacher
  - i. Special Education Teacher
  - j. World Language Teacher
  - k. Physical Education Teacher
  - l. Lead Custodian
  - m. Custodian
  - n. Health Technician
  - o. Receptionist
  - p. Playground Proctor

*Motion (Santos), second (Okamoto), motion carried by a vote of 3-0 to approve the items scheduled for consent.*

### B. ITEMS SCHEDULED FOR DISCUSSION/ACTION:

#### 1. Nomination and Election of New Board Members

*Motion (Okamoto), second (Santos), motion carried by a vote of 3-0 to nominate and elect Andrew Vestey to the Board of Directors.*

*Motion (Okamoto), second (Santos), motion carried by a vote of 3-0 to nominate and elect Raquel Rall to the Board of Directors.*

#### 2. Board Policy and Administrative Regulations Regarding Business and Non-Instructional Operations

Allegiance STEAM Academy (ASA) is committed to fiscal solvency and ensuring the most effective use ASA funds to support the Charter School's Mission. ASA is dedicated to guaranteeing all funds are budgeted, accounted for, expended, and maintained appropriately.

*Motion (Vestey), second (Rall), motion carried by a vote of 5-0 to approve Board Policy and Administrative Regulations Regarding Business and Non-Instructional Operations.*



**3. Fiscal Management/Control Policy**

Allegiance STEAM Academy (ASA) is committed to establishing internal controls and ensuring the most effective use ASA funds to support the Charter School's Mission. ASA will establish policies and procedures to ensure public funds are properly used.

*Motion (Okamoto), second (Vestey), motion carried by a vote of 5-0 to approve, accept, agree to, and adopt the Fiscal Management/Control Policy.*

**4. Employee Recruitment Plan**

The Board will review an Employee Recruitment Plan that outlines Staffing Targets and Deadlines and articulates the Allegiance Steam Academy's strategic plan for recruitment.

*Motion (Rall), second (Santos), motion carried by a vote of 5-0 to approve the Employee Recruitment Plan.*

**5. Student Recruitment Plan**

Student recruitment and community outreach are the first portion of the larger student enrollment process for Allegiance Steam Academy (ASA). The Board will review Student Recruitment Plan that will ensure maximum enrollment as well as a healthy waiting list.

*Motion (Vestey), second (Rall), motion carried by a vote of 5-0 to approve the Student Recruitment Plan.*

**6. Software Program for Lottery and Student Recruitment Services**

Allegiance Steam Academy intends to purchase a software program to assist in student program and the lottery. The software will create custom enrollment software to ensure all ASA families and staff will benefit from a streamlined and modernized enrollment and lottery process. ASA has received proposals from School Mint and PowerSchool to provide this service.

*Motion (Vestey), second (Okamoto), motion carried by a vote of 5-0 to enter into a contract with School Mint to provide the software program for the lottery and student recruitment services.*

**7. Desert/Mountain Charter Special Education Local Plan Area (SELPA)**

Allegiance Steam Academy intends to join the Desert/Mountain Charter SELPA to provide Special Education services to the organization.

*Motion (Vestey), second (Rall), motion carried by a vote of 5-0 to approve and submit the Desert/Mountain Charter SELPA application.*

**8. Resignation of Samantha Odo as Board President**

*Motion (Okamoto), second (Rall), motion carried by a vote of 5-0 to accept the Resignation of Samantha Odo as Board President.*

**9. Election of Board Officers**

*Motion (Okamoto), second (Rall), motion carried by a vote of 5-0 to elect Andrew Vestey the Chairman of the Board for Allegiance STEAM Academy.*

**C. CLOSED SESSION****Public Comments on Closed Session Items**

*There were no public comments.*

**Closed Session- For Discussion/ Possible Action**

*Chairman Vestey announced reason for closed session: Public Employee Appointment (Gov. Code 54957) Title: CEO/ Principal. Chairman Vestey adjourned to closed session at 7:20 pm. Chairman Vestey reconvened Open Session at 8:28 pm. The Board was in closed session from 7:20 pm to 8:28 pm.*

**Report Closed Session Action**

*Chairman Vestey shared that the Board of Directors had hired Dr. Sebastian Cagnetta as the CEO/Principal for Allegiance STEAM Academy. ASA will enter into an employment contract beginning July 1, 2018. The details of the contract will be discussed at a later board meeting. Until then, Dr. Cagnetta will be working pursuant to a consulting contract approved by the board of directors. Dr. Cagnetta addressed the Board and audience, thanking everyone for the opportunity to be the CEO/Principal for Allegiance and is humbled for the opportunity that parents will be entrusting him with their most valuable asset, their children.*

**D. ADJOURNMENT**

*Motion (Odo) and Second (Rall), motion carried 5-0 to adjourn the meeting.*

*Andrew Vestey, Board Chair, adjourned the Regular Meeting of the Board of Directors for January 28, 2018 at 8:32 pm.*

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Andrew Vestey, Board Chair

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Vanessa Okamoto, Board Secretary

## FACTORING AGREEMENT

**THIS FACTORING AGREEMENT** (“**Agreement**”) is made and executed on March 1, 2018 (the “**Effective Date**”) by and between Allegiance STEAM Academy, Inc. DBA Allegiance STEAM Academy - Thrive, a California corporation (“**Seller**”) and **CHARTER ASSET MANAGEMENT FUND, LP.**, a Delaware limited partnership (“**CAM**”).

### RECITALS

A. CAM is in the business of factoring accounts and purchasing same, and Seller has requested that CAM purchase the Accounts set forth on Schedule 1 (the “**Accounts**”), pursuant to the terms of this Agreement.

B. CAM has agreed to purchase the Accounts subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### 1. **PURCHASE OF ACCOUNT.**

1.1 Appointment as Factor. Seller hereby appoints CAM to act as its sole and exclusive factor with respect to the Accounts. Seller hereby agrees to assign and sell and does hereby irrevocably sell and assign to CAM, and CAM hereby agrees to purchase the Accounts. For all purposes hereof, the term “Accounts” shall mean and include all amounts due pursuant to the Accounts, and all other forms of obligations owing to Seller arising from or out of the Accounts and all proceeds thereof.

1.2 Written Notice of Purchase and Assignment. Seller shall deliver or cause to be delivered in accord with applicable law to the appropriate officer or disbursing officer with respect to each Account an appropriate Notice of Purchase and Assignment executed by Seller along with a cover letter indicating that the Accounts are being sold and assigned to CAM. In addition said letter shall further provide that the assignments cover all unpaid amounts payable under the Accounts and shall direct payment with respect thereto as provided pursuant to this Agreement. Seller acknowledges that CAM shall also have the right to notify such account debtor of CAM’s rights with respect to the Accounts and direct account debtors to make payments of Accounts directly to CAM.

#### 2. **PURCHASE PRICE.**

2.1 Calculation of Purchase Price. The purchase price (“**Purchase Price**”) which is the amount funded as set forth on Schedule 1 is calculated as set forth on Schedule 1. The Purchase Price shall mean for the purposes of this Agreement with respect to an account, the gross face value of the Account as set forth on Schedule 1 (the “**Face Value**”) minus the Administrative Fees as set forth on Schedule 1 minus the Discount Rate as set forth on Schedule 1. Seller acknowledges that the Purchase Price of each Account reflects its fair value. CAM shall fund to Seller the Purchase Price upon compliance by Seller with each of the terms and conditions of this Agreement.

2.2 Conditions Precedent for Payment of the Purchase Price. CAM shall have no obligation to pay the Purchase Price to Seller until each of the following obligations has been satisfied:

(a) this Agreement has been fully executed by Seller, and Seller has further delivered an appropriate resolution authorizing execution of this Agreement and sale of the Accounts;

(b) If applicable, Seller has delivered or caused to be delivered to CAM a fully acknowledged copy of the Notice of Purchase and Assignment with respect to the Accounts from Seller's account debtor with respect to the Accounts in form and content fully satisfactory to CAM;

(c) Seller shall have paid or caused to be paid to CAM or its legal counsel all of CAM's legal fees and out of pocket expenses incurred by it with respect to this Agreement;

(d) Seller shall have delivered to CAM copies of all of its organizational documents and a Certificate of Good Standing from the state of its organization and if necessary, a copy of its license or licenses required to conduct its business in the state where said business is being conducted.

2.3 Method of Payment of the Accounts.

(a) Seller and CAM agree that payments may be made to CAM in connection with the Face Value of the Accounts in the following manners:

(i) Payment of the Face Value of the Accounts may be made directly to CAM by the account debtor on the Account pursuant to the Notice of Purchase and Assignment by ACH payment or wire transfer or by mail; or

(ii) subject to CAM's consent, payment of the Face Value of any Account may be made by the account debtor to Seller, and Seller acknowledges that said payment is being made for the benefit of CAM and Seller shall hold said funds as trustee for the benefit of CAM and deliver same within three (3) calendar days of receipt of said payment and shall have no rights with respect to said funds;

(iii) If payment of the Face Value of any Account is to be made by the account debtor to Seller in person via check or other similar instrument, Seller shall retrieve such payment from the account debtor, take such actions as required (via endorsement or otherwise) such that the payment can be deposited by CAM into its account, and, at CAM's election, either (A) deliver such payment to CAM's representative in person within three business days after Seller's receipt; or (B) deliver such payment by other means pursuant to CAM's instructions within three business days after Seller's receipt. Seller shall retrieve payment in person within three business days of being instructed to do so by CAM.

(b) Seller acknowledges that CAM is the owner of the Accounts and is fully entitled to all payments due with respect to the Accounts. Seller agrees that if there are procedures in place to allow account debtors or other third party to pay amounts due on the Accounts directly to CAM, Seller shall authorize such direct payment. In the event where there are no procedures already in place, Seller will authorize CAM to implement a new set of procedures to allow account debtors or other third party to pay amounts due on the Accounts directly to CAM. Seller must cooperate with CAM fully in order to facilitate the implementation of the procedures. In the event that CAM receives payment on an Account directly from the account debtor on the Account, or indirectly from any other third party, or in any other manner, CAM agrees that after deducting the amount equal to the sum of the Face Value plus all advances, interest and other amounts due to CAM under the terms of this Agreement, if any, it shall remit to Seller within a reasonable amount of time any excess of such amount, if any.

2.4 Failure of Account Debtor to Make Payment. In the Event that Seller or any account debtor of any of the Accounts fails to make a timely payment to CAM as described in Section 2.3, the outstanding amount owed to CAM shall accrue interest until paid at a rate equal to the lesser of 29.99% or the maximum non-usurious rate of interest as it effects from time to time which may be charged by CAM under applicable law. (the "**Penalty Rate**")

2.5 Administration Fee. In consideration of CAM's purchase of the Accounts, Seller agrees to pay the Administrative Fee (the "**Administrative Fee**") equal to the amount as set forth on Schedule 1 for each purchased Account. Payment of the Administrative Fee shall be due and payable by Seller upon CAM's purchase of the applicable Account.

3. **REPRESENTATIONS AND WARRANTIES.** To induce CAM to purchase the Accounts from Seller with full knowledge that the truth and accuracy of the following are being relied upon by CAM in the purchase of the Accounts and payments of the Purchase Price, Seller represents, warrants and covenants to CAM and agrees that:

- (a) Seller is a corporation duly organized and validly existing under the laws of the State of CA, and qualified to operate in all jurisdictions where required;
- (b) Seller is the sole and absolute owner of each Account and has the full legal right to make said sale, assignment and transfer thereof hereunder;
- (c) the Face Value on each Account is as set forth on Schedule 1 and such amounts are not in dispute;
- (d) the payment of each Account is not contingent upon the fulfillment of any obligation or condition, past or future, and any and all obligations required of Seller with regard to such Account have been fulfilled by Seller
- (e) there are no defenses, offsets, recoupments or counterclaims with respect to any of the Accounts and no agreement has been made under which any account debtor with respect any of the Accounts, may claim any recoupment, deduction or discount;
- (f) upon purchase, Seller will convey to CAM good and marketable title to each Account free and clear of all liens and encumbrances which shall thereafter be the sole and exclusive property of CAM;
- (g) none of the account debtors with respect to any of the Accounts is insolvent as that term is defined in the United States Bankruptcy Code;

(h) all Accounts now existing or hereafter arising shall comply with each and every one of the representations, warranties, covenants and agreements referred to in this paragraph and is otherwise supplemented pursuant to this Agreement;

(i) no Account is evidenced by a note or other instrument;

(j) Seller will not, during the term of this Agreement, sell, transfer, pledge a security interest or hypothecate any of its Accounts to any party other than CAM. Seller agrees to reimburse CAM for actual out-of-pocket costs related to credit reports and UCC filings and searches incurred by CAM in connection with this Agreement.

(k) Seller is solvent and the execution and performance under this Agreement has been duly authorized and is not in contravention of any of Seller's governing documents or any agreement by which Seller is bound under applicable law.

(l) Each Account purchased by CAM shall be the property of CAM and shall be collected by CAM pursuant to the terms of this Agreement but, as indicated herein, if for any reason payment of an Account should be paid to Seller, Seller shall promptly notify CAM of such payment, shall hold any check, drafts, or monies so received in trust for the benefit of CAM and shall promptly endorse, transfer and deliver the same to CAM as provided in Section 2.3 (a)(ii).

(m) Seller's place of business is the one set forth at the beginning of this Agreement and is the place where records concerning all Accounts are kept by Seller.

(n) Seller will not change the state of its registration or formation or its corporate or legal name or the place where the records concerning all accounts are kept or add an additional such place without CAM's prior written consent.

(o) To the best of Seller's knowledge there are no judgments outstanding affecting Seller or any of its property and there are no suits, proceedings, claims, demands or government investigations now pending or threatened against Seller or any of its property.

(p) Seller, to the best of its knowledge, is not in violation of any law, ordinance, rule, order, regulation or other requirement of any government or any agency or instrumentality thereof.

4. **ASSUMPTION OF RISK.** Subject to compliance by Seller with the terms of this Agreement, CAM hereby assumes full risk of non-payment with respect to any of the Accounts.

5. **SECURITY INTEREST.**

5.1 Grant of Security Interest. Seller has executed that certain Security Agreement March 1, 2018, in favor of CAM as secured party pursuant to the terms of which Seller grants to CAM a continuing security interest and general lien upon all of the Collateral (as defined in the Security Agreement) in order to secure payment of the Secured Obligations (as defined in the Security Agreement).

5.2 Cooperation. Seller agrees to execute such further instruments and financing statements as may be required by any law in connection with the transactions contemplated hereby and to cooperate with CAM in filing or recording any renewals thereof, and Seller hereby authorizes CAM (and appoints any person whom CAM designates as its attorney) to sign Seller's name on any such instrument and further authorizes CAM to file financing statements describing the Collateral in such manner as CAM may determine.

6. **INDEMNITIES.**

6.1 Indemnification. Seller hereby indemnifies and holds CAM and its affiliates, and their respective employees, attorneys and agents (each, an "**Indemnified Person**") harmless from and against any and all suits, actions, proceedings, claims, damages, losses, liabilities and expenses of any kind or nature whatsoever (including attorneys' fees and disbursements and other costs of investigation or defense, including those incurred upon any appeal) which may be instituted or asserted against or incurred by any such Indemnified Person as the result of any financial accommodation having been extended, suspended or terminated under this Agreement or any Other Agreement or with respect to the execution, delivery, enforcement, performance and administration of, or in any other way arising out of or relating to, this Agreement or any Other Agreement, and any actions or failures to act with respect to any of the foregoing, except to the extent that any such indemnified liability is finally determined by a court of competent jurisdiction to have resulted solely from such Indemnified Person's gross negligence or willful misconduct. **NO INDEMNIFIED PERSON SHALL BE RESPONSIBLE OR LIABLE TO SELLER OR TO ANY OTHER PARTY FOR INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHICH MAY BE ALLEGED AS A RESULT OF ANY FINANCIAL ACCOMMODATION HAVING BEEN EXTENDED, SUSPENDED OR TERMINATED UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT OR AS A RESULT OF ANY OTHER TRANSACTION CONTEMPLATED HEREUNDER OR THEREUNDER.**

6.2 Taxes. If any tax by any governmental authority (other than income and franchise taxes) is or may be imposed on or as a result of any transaction between Seller and CAM, or in respect to sales or the merchandise affected by such sales, which CAM is or may be required to withhold or pay, Seller agrees to indemnify and hold CAM harmless in respect of such taxes, and Seller will repay CAM the amount of any such taxes.

6.3 Review of Seller's Bank Accounts. Seller agrees to take all action necessary, including disclosure of passwords or PINs, the addition of joint access signers, or other appropriate methods to allow CAM to view its bank accounts through the Internet or other applicable procedure.

**7. EVENT OF DEFAULT.**

7.1 **Default.** The occurrence of any of the following acts or events shall constitute an Event of Default (each a “**Event of Default**”):

(a) Seller’s material breach of any representation, warranty or covenant contained in this Agreement;

(b) Seller’s failure to make timely payment of any amounts due under this Agreement;

(c) Seller becomes insolvent or unable to meet its debts as they mature;

(d) Seller delivers to CAM a representation, warranty, certification or other statement that is false in any material respect when made;

(e) Any bankruptcy proceeding, insolvency arrangement or similar proceeding is commenced by or against Seller;

(f) Seller suspends or discontinues its regular operations for any reason;

(g) A receiver or trustee of any kind is appointed for Seller or any of Seller’s property;

(h) Seller does not, in good faith, take all necessary steps to implement the manners of payment as provided in this Agreement; or

(g) A notice of lien, money judgment, levy, assignment, seizure, writ or warrant of attachment is entered or filed against Seller with respect to the Accounts or any Collateral (as said term is defined in the Security Agreement).

7.2 **Remedies.** After the occurrence of any Event of Default, CAM shall have immediate access to any and all books and records as may pertain to the Accounts or any of the Collateral (as defined in the Security Agreement). With respect to such Collateral, CAM shall have all rights and remedies of a secured party under the Security Agreement and Article 9 of the Uniform Commercial Code. Notwithstanding anything to the contrary in Section 2.3, CAM shall have the right to collect all Accounts directly from account debtors.

8. **TERMINATION.** The term of this Agreement shall begin as of the Effective Date and continue until terminated in accordance with this Section. Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party. CAM may terminate this Agreement effective immediately without prior notice upon the occurrence of an Event of Default. Upon termination of this Agreement, any amounts due from Seller to CAM will mature and become immediately due and payable. Notwithstanding the foregoing, all of CAM’s rights, liens and security interests granted pursuant to the Security Agreement shall continue and remain in full force and effect after any termination of this Agreement. In addition, Seller agrees and shall continue to remit to CAM all collections on Accounts received directly by it (if applicable) until all payments owed with respect to each Account have been paid in full.

9. **FUTURE AGREEMENTS.** Seller acknowledges that CAM may from time to time agree to purchase additional Accounts from Seller which shall be evidenced by additional Factoring Agreements.



10. **CONFIDENTIALITY.** Seller hereby agrees to maintain the confidentiality of this Agreement, any prior agreements regarding the purchase of its Accounts (“**Prior Agreements**”) or any future agreements pertaining to the purchase of its Accounts (“**Future Agreements**”) and agrees that this Agreement, Prior Agreements or Future Agreements cannot be duplicated or distributed to any third party without CAM’s express written permission except as required by law. Seller further agrees to take reasonable measures to protect and maintain the security and confidentiality of information set forth in this Agreement, any Prior Agreements or Future Agreements.

11. **TRUE SALE OF ACCOUNTS.** Seller and CAM agree and acknowledge that the intention of the parties with respect to the Accounts is to accomplish a true sale of the Accounts as provided for in this Agreement. If for any reason, it is determined by a court of competent jurisdiction, that this Agreement does not provide a true sale of the Accounts, but constitutes a loan secured by the Accounts, then the Accounts shall be deemed to have been pledged to CAM pursuant to the Security Agreement.

12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between Seller and CAM with respect to the sale of the Accounts provided for herein and supersedes all prior written and oral agreements, discussions or representations between Seller and CAM concerning the Accounts purchased by CAM pursuant to this Agreement. Notwithstanding the foregoing, this Agreement is also subject to the terms and conditions of the Security Agreement as referenced in Section 5.1. No modification or amendment to this Agreement or any waiver of any rights under this Agreement will be effective unless in a writing signed by Seller and CAM.

13. **MISCELLANEOUS.**

13.1 No Pledge of Credit. Seller shall not be entitled to pledge CAM’s credit for any purpose whatsoever.

13.2 Waivers. Seller waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled. Seller shall maintain, at its expense, proper books of account.

13.3 No Pledge or Sale of Account. During the term of this Agreement, Seller shall not sell or assign, negotiate, pledge or grant any security interest in the Account to anyone other than CAM.

13.4 Governing Law and Venue. This Agreement is executed and delivered in the State of California and shall be governed by California law without giving effect to its laws of conflict. Seller further agrees that any legal action or proceeding at respect to any of its obligations under this Agreement may be brought by CAM in any state or federal court located in Santa Clara County, California. Any claim or controversy asserted by Seller against CAM shall only be litigated in the State or Federal Courts located in Santa Clara County, California. By the execution and delivery of this Agreement, Seller submits to and accepts for itself and in respect of its property generally and unconditionally the non-exclusive jurisdiction of those courts. Seller waives any claims that Santa Clara County, California is not a convenient forum or the proper venue for any such suit, action or proceeding.

13.5 Waiver of Service of Process. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by certified mail to the other party at the address appearing herein; failure on the part of either party to appear or answer within thirty (30) days after such mailing of such summons, complaint or process shall constitute a default entitling the other party to enter a judgment or order as demanded or prayed for therein to the extent that said Court or duly authorized officer thereof may authorize or permit.

13.6 Waiver of Jury Trial. TO THE EXTENT ALLOWED BY APPLICABLE LAW, CAM AND SELLER DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN ANY WAY TO THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS THEREUNDER. IN THE EVENT CAM COMMENCES ANY ACTION OR PROCEEDING AGAINST SELLER, SELLER WILL NOT ASSERT ANY OFFSET OR COUNTERCLAIM, OF WHATEVER NATURE OR DESCRIPTION, IN ANY SUCH ACTION OR PROCEEDING.

13.7 No Waiver of Rights. No failure or delay by CAM in exercising any of its powers or rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. CAM's rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which CAM may have. This Agreement may only be modified in writing and no waiver by CAM will be effective unless in writing and then only to the extent specifically stated.

13.8 Notices. All notices and other communications by either party hereto shall be in writing and shall be sent to the other party at the address specified herein.

13.9 Assignment. CAM shall have the right to assign this Agreement, and all of CAM's rights hereunder shall inure to the benefit of CAM's successors and assigns, and this Agreement shall inure to the benefit of and shall bind CAM's respective successors and assigns.

13.10 Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. This Agreement shall be deemed to have been executed and delivered when CAM has received counterparts hereof executed by all parties listed on the signature pages hereto. Facsimile, pdf, or other forms of electronic image versions of signatures hereto shall be deemed original signatures, which may be relied upon by each party hereto and shall be binding on the respective party.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**SELLER**

**Allegiance STEAM Academy, Inc.**

By \_\_\_\_\_

Name: Andrew Vestey  
Title: Chair, Board of Directors  
Address for Notices:  
PO Box 4024, Chino, CA 91708

**CHARTER ASSET MANAGEMENT FUND,  
LP.**

By  \_\_\_\_\_  
7E946D1E4B6C4E8...

Name: Paul Im  
Title: Managing Partner  
Address for Notices:  
530 Lytton Avenue, 2<sup>nd</sup> Floor,  
Palo Alto, CA 94301

By  \_\_\_\_\_  
8A10A5DA8868435...

Name: David Park  
Title: Managing Partner  
Address for Notices:  
530 Lytton Avenue, 2<sup>nd</sup> Floor,  
Palo Alto, CA 94301

**Schedule 1**

**Accounts**

<b>Account Authority / Payor</b>	<b>Account Receivable</b>	<b>Amount Purchased</b>	<b>Admin Fee</b>	<b>Discount %</b>	<b>Discount</b>	<b>Amount Funded</b>
San Bernardino County Office of Education	FY18-19, Pupil Estimate for New or Significantly Expanding Charters (PENSEC), CDS# XX-XXXXX-XXXXXXX	\$54,848.62	\$1,014.70	6.99%	\$3,833.92	-\$50,000.00
<b>Total</b>		<b>\$54,848.62</b>	<b>\$1,014.70</b>		<b>\$3,833.92</b>	<b>-\$50,000.00</b>

Schedule 2

**CHARTER SCHOOL BOARD RESOLUTION  
OF  
THE BOARD OF DIRECTORS OF ALLEGIANCE STEAM ACADEMY, INC.**

The Board of Directors (“Board”) of Allegiance STEAM Academy, Inc. (the “Charter School”), Pursuant to applicable law and the Charter School’s governing documents, hereby adopt the following recitals and resolutions by unanimous written consent, effective as of the effective date of the Factoring Agreement (as defined herein):

1. Approval of Factoring Agreement and Sale of Receivables.

**WHEREAS**, the Board has reviewed the Factoring Agreement entered into by and among Charter Asset Management Fund, LP (“CAM”) and the Charter School (such agreement, the “Factoring Agreement”) and has had an adequate opportunity to ask questions regarding, and investigate the nature of, the Factoring Agreement;

**WHEREAS**, after careful consideration, the Board has determined that the terms and conditions of Factoring Agreement are just and equitable and fair as to the Charter School and that it is in the best interest of the Charter School to enter into the Factoring Agreement;

**WHEREAS**, the Board deems it to be in the best interest of the Charter School to cause the Charter School to sell and assign certain of its receivables to CAM as provided in the Factoring Agreement; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Factoring Agreement is hereby approved;

**RESOLVED FURTHER**, that the Charter School may sell and assign certain of its receivables to CAM as provided in the Factoring Agreement;

**RESOLVED FURTHER**, that the officers and managers of the Charter School are hereby authorized and directed to cause the Charter School to enter into the Factoring Agreement and to execute all other documents necessary to effect the Factoring Agreement, and to take all actions necessary and appropriate to perform the Charter School’s obligations thereunder;

2. Enabling Power.

**RESOLVED**, that the officers and managers of the Charter School be, and each of them hereby is, authorized, directed and empowered to execute any applications, certificates, agreements or any other instruments or documents or amendments or supplements to such documents, or to do, or cause to be done, any and all other acts and things as such officers and managers, and each of them may, in their discretion, deem necessary or advisable and appropriate to carry out the purposes of the foregoing resolutions.

3. Authorization to Certify Resolution.

**RESOLVED**, that the Chair, Board of Directors and Secretary, Board of Directors are hereby authorized to certify this resolution.

This written consent may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same written consent.

**IN WITNESS WHEREOF**, the Board of Directors has adopted the above resolution.

By: \_\_\_\_\_  
Andrew Vestey  
Chair, Board of Directors

By: \_\_\_\_\_  
Vanessa Okamoto  
Secretary, Board of Directors

Schedule 3

Notice of Purchase and Assignment

To: Supt. Wayne Joseph  
5130 Riverside Drive, Chino, CA 91710  
Chino Valley Unified School District

This Notice has reference to all payments due from you to Allegiance STEAM Academy, Inc. (“Assignor”) with respect to any amounts payable by you to Assignor with respect to the receivables set forth on Exhibit A attached hereto. All monies due or to become due under the aforesaid receivables have been sold and assigned to the undersigned. A true copy of the Notice of Assignment is attached as Exhibit B. All monies due to Assignor with respect to the receivables sold should be sent to the undersigned by wire transfer as follows: Charter Asset Management Fund, LP. at **Bank of Hope** (Account #6400219549, ABA Wire Routing #122041235) or by check payable to the undersigned and addressed as follows: 515 S. Flower Street, 36<sup>th</sup> Floor, Los Angeles, CA 90071.

Please acknowledge receipt of this notice and return a fully executed copy to the undersigned.

Very truly yours,

CHARTER ASSET MANAGEMENT  
FUND, LP.

DocuSigned by:  
*Paul Im*  
By: \_\_\_\_\_  
Name: Paul Im  
Its: Managing Member

Acknowledgement

Receipt is acknowledged of the above notice, and a copy of the instrument by Assignor on \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_.

Chino Valley Unified School District  
5130 Riverside Drive, Chino, CA 91710

By: \_\_\_\_\_

Title: \_\_\_\_\_



**Exhibit A**

<b>Account Authority / Payor</b>	<b>Account Receivable</b>	<b>Amount Purchased</b>	<b>Admin Fee</b>	<b>Discount %</b>	<b>Discount</b>	<b>Amount Funded</b>
San Bernardino County Office of Education	FY18-19, Pupil Estimate for New or Significantly Expanding Charters (PENSEC), CDS# XX-XXXXX-XXXXXXX	\$54,848.62	\$1,014.70	6.99%	\$3,833.92	-\$50,000.00
<b>Total</b>		<b>\$54,848.62</b>	<b>\$1,014.70</b>		<b>\$3,833.92</b>	<b>-\$50,000.00</b>

**Exhibit B**

(To be placed on letterhead of Seller)

Supt. Wayne Joseph

Chino Valley Unified School District

5130 Riverside Drive, Chino, CA 91710

Ladies and Gentlemen:

This is to advise you that the undersigned has sold and assigned all receivables due to the undersigned from you to Charter Asset Management Fund, LP. You are authorized to pay directly to Charter Asset Management Fund, LP. all amounts due from you to us as directed by Charter Asset Management Fund, LP. in its Notice of Purchase and Assignment delivered to you.

Very truly yours,

**Allegiance STEAM Academy, Inc.**

By: \_\_\_\_\_

Name: Andrew Vestey

Title: Chair, Board of Directors

**SCHEDULE 4**

**AUTHORIZATION FOR DIRECT PAYMENT VIA ACH  
(ACH DEBIT)**

Direct Payment via ACH is the transfer of funds from the Allegiance STEAM Academy, Inc. ("Charter School")'s account for the purpose of making payments for receivables due to Charter Asset Management Fund, LP.

As board director and/or officer of Charter School and signer on all factoring and security agreements between Charter School and Charter Asset Management Fund, LP., I authorize Charter Asset Management Fund, LP. to electronically debit the account of Charter School as follows:

Bank / Institution: Bank of Hope  
Account: Allegiance STEAM Academy  
Account Number: 6396629591  
Routing Number: 122000247  
School Address: PO Box 4024, Chino, CA 91708

I understand that the amount and frequency of debits are pursuant to all executed factoring agreements executed between Charter School and Charter Asset Management Fund, LP. for the 2017-2018 fiscal year.

I understand that this authorization will remain in full force and effect until all financial obligations of Charter School to Charter Asset Management Fund, LP. are fulfilled pursuant to all executed agreements.

**ALLEGIANCE STEAM ACADEMY, INC.**

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Andrew Vestey  
Chair, Board of Directors

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Vanessa Okamoto  
Secretary, Board of Directors

**IRREVOCABLE FUNDS DISTRIBUTION AUTHORIZATION**

Effective Date: March 1, 2018

The undersigned, Allegiance STEAM Academy, Inc. (the “**Charter School**”), hereby irrevocably authorizes San Bernardino County Office of Education, (the “**Payor**”) to distribute directly to Charter Asset Management Fund LP, a Delaware limited partnership (“**CAM**”), all amounts due from the Payor to the Charter School directly to CAM, whether by (1) mail, (2) ACH, or (3) wire transfer pursuant to the Electronic Funds Transfer Act as directed by CAM. The Charter School agrees to deliver to the Payor an Irrevocable Assignment of Accounts in the form attached as Exhibit A or such other documents required by the Payor to authorize the direct funds distribution to CAM. The Charter School shall assist CAM with respect to any documents required by Payor to allow Payor to make funds distributions directly to CAM. Payor may rely on this authorization in making direct funds distributions to CAM.

Allegiance STEAM Academy, Inc.

By: \_\_\_\_\_  
Andrew Vestey  
Chair, Board of Directors

**EXHIBIT A**

**IRREVOCABLE ASSIGNMENT OF ACCOUNTS**

Pursuant to this assignment (“Assignment”), for value received and services performed by Charter Asset Management Fund, LP, a Delaware limited partnership (“CAM”), Allegiance STEAM Academy, Inc. (“Charter School”) DBA Allegiance STEAM Academy - Thrive hereby irrevocably assigns, transfers and sets over to CAM the sole right to collect from the San Bernardino County Office of Education (“Payor”) the net proceeds of the Accounts (as defined herein) from the Payor, when such payments become due and payable to Charter School. The term “Accounts” shall mean all Accounts described in Schedule 1 of that certain Factoring Agreement dated as of March 1, 2018 between CAM and the Charter School (the “Factoring Agreement”).

**Recitals**

WHEREAS, under applicable law, the Charter School has the power to sell and assign its assets;

WHEREAS, the Charter School is entitled to receive state payments or other amounts to which the Charter School is entitled to receive from the Payor under applicable law (collectively, the “Payments”);

WHEREAS, the Charter School hereby warrants and represents to the Payor and CAM that (i) the Charter School is duly authorized under the laws of the State of California (the “State”) to enter into the transactions contemplated hereby and to sell and assign the Accounts and other assets in furtherance of its educational purposes; (ii) all action on the Charter School’s part necessary for the consummation of the transaction contemplated hereby and the sale and assignment of the Accounts have been duly taken; (iii) this Assignment is valid and enforceable in accordance with its terms, except as enforceability may be limited by general equitable principles and by bankruptcy, insolvency or other similar laws affecting creditors’ rights generally; (iv) the Charter School has not heretofore conveyed, assigned, pledged, granted a security interest in or other disposal of the Accounts as has been satisfied by the Charter School and released; and (v) assuming receipt of the consents required herein, the execution, delivery and performance of this Assignment is not a contravention of law or any agreement, instrument, indenture or other undertaking to which the Charter School is a party or by which the Charter School is bound.

WHEREAS, except with respect to the Assignment below, the Charter School further warrants and represents to the Payor and CAM that the Factoring Agreement and all related documents do not provide for recourse of any kind against the Payor. The Charter School understands that the Payor does not make any representations concerning the financial condition of the Charter School or guarantee the continuous payment of Payments to the Charter School.

WHEREAS, the Charter School and the Payor acknowledge and agree that CAM is an intended third-party beneficiary of the Assignment contained herein.

**Assignment**

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed and acknowledged that:

- (i) this Assignment is made by Charter School as consideration for CAM to enter into the Factoring Agreement executed on the Effective Date.
- (ii) Charter School may not revoke this Assignment;
- (iii) the Payor is hereby authorized and directed to release and pay the Payments to CAM when and in same the manner that such Payments were to be paid to Charter School;
- (iv) the Payor hereby confirms and acknowledges this Assignment, and agrees to accept and abide by the terms hereof; and
- (v) the Payor shall make Payments to CAM with respect to the Accounts by wire pursuant to the wiring instructions provided by CAM.

[Signature page follows]

IN WITNESS WHEREOF, this Assignment is effective as of March 1, 2018.

**Allegiance STEAM Academy, Inc. DBA Allegiance STEAM Academy - Thrive**

By: \_\_\_\_\_  
Andrew Vestey  
Chair, Board of Directors

Acknowledged by:

**San Bernardino County Office of Education**

By: \_\_\_\_\_

# charterSAFE

## INVOICE

Invoice Date: February 06, 2018

Account Number: 17873

INSURED: Allegiance STEAM Academy Inc.

CONTACT: Samantha Odo

ADDRESS: PO Box 2414  
Chino, CA 91708

### Insurance Premium Payment for Policy Year 2017-2018

	Amount	Use ACH	Due Date
<input type="checkbox"/> Payment in Full	\$2,741.00	<input type="checkbox"/>	Due Now

**ACH payment option!**  
**See attached ACH form if you wish to take advantage of this  
payment option for Payment in Full.**

**Please Remit All Payments To:** CharterSAFE  
P.O. Box 969  
Weimar, CA 95736

**Questions/Comments:** Whitney Delano  
Director of Operations and Insurance  
Phone: (916) 880-3465  
Email: wdelano@chartersafe.org

**Payment in Full is due at the time the proposal is accepted by signing and submitting  
Premium Summary page of this proposal.  
Insurance policies are subject to cancellation for any invoice  
over thirty (30) days past due.**





Insurance, Risk Management and Employee Benefits

[www.chartersafe.org](http://www.chartersafe.org)

**Allegiance STEAM Academy Inc.**

**Insurance Proposal**

**Coverage Effective: February 11, 2018 at 12:01 AM -  
July 1, 2018 at 12:01 AM**

California Charter Schools Joint Powers Authority  
P.O. Box 969, Weimar, CA 95736  
Phone: (888) 901-0004 Fax: (530) 236-9569  
Web Site: <http://www.chartersafe.org>

**Disclosure:**

*This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA), based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitations and conditions of the actual contract language. The policies themselves must be read for those details. Policy forms for your reference will be made available upon the school's request to the California Charter Schools JPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.*

# INTRODUCTION

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Dear Samantha,

CharterSAFE is pleased to present your renewal proposal for the 2017-2018 policy year. Please review this document, which includes:

- 2017-2018 Premium Summary
- Exposures
- Schedule of Locations
- Board and Employment Liability
- General Liability
- Auto Liability & Physical Damage
- Excess Liability
- Property
- Pollution Liability & First Party Remediation
- Crime
- Terrorism Liability
- Terrorism Property
- Student & Volunteer Accident Liability
- Cyber Liability
- Claims Reporting Instructions

As a CharterSAFE member, you will receive all of our complimentary member services for the 2017-2018 policy period. Member services include access to online staff training, human resources advice, risk management and loss control guidance, site safety evaluations, and contract review of insurance and indemnity provisions. Please contact a CharterSAFE representative for more information.

All of CharterSAFE's coverage placements are with insurance companies that have a financial rating A.M. Best of A- VII or higher.

**Required Signatures:**

To bind coverage, you must sign and complete the following:

1. The proposal acceptance at the end of the Premium Summary Page
2. Cyber Application, if not yet completed

Please return the signed document to your CharterSAFE representative (Northern and Central California: [jrubin@chartersafe.org](mailto:jrubin@chartersafe.org) / Southern California: [ramezcua@chartersafe.org](mailto:ramezcua@chartersafe.org) or fax to (530) 236-9569).

Thank you,

The CharterSAFE Team

# PREMIUM SUMMARY

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## Allegiance STEAM Academy Inc.

### Premium Summary 2017-2018

This proposal includes the following coverages:

**Package** **Premium: \$2,741.00**

- Board and Employment Liability
- General Liability
  - Educator's Legal Liability (Educator's E&O)
  - Employee Benefits Liability
  - Sexual Abuse Liability
- Auto Liability & Physical Damage
- Excess Liability
- Property
- Pollution Liability & First Party Remediation
- Crime
- Terrorism Liability
- Terrorism Property
- Student & Volunteer Accident Liability
- Cyber Liability

---

**Total Premium** **Premium: \$2,741.00**

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**Payment Option**  **Payment in Full (\$2,741.00)**

See attached ACH form if you wish to take advantage of this payment option for Payment in Full.

**Payment in Full is due at the time the proposal is accepted by signing and submitting Premium Summary page of this proposal. Coverage is subject to cancellation for any invoice over ninety (90) days past due.**

#### Proposal Acceptance:

*By signing below, I, representing the named member in this proposal, acknowledge that I have read the complete proposal and agree to the terms outlined within.*

*As a new member to CharterSAFE, I also acknowledge and agree to join CharterSAFE for two (2) years as explained in CharterSAFE's JPA Agreement and Bylaws.*

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Print Name Date

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Signature Title

#### Disclosure:

*This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority, based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contract language. The policies themselves must be read for those details. Policy forms for your reference will be made available upon the school's request to the California Charter Schools JPA.*

# EXPOSURES

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The premiums are calculated based on the following exposures on schedule:

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No. Vehicles	0
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## **Continuity and Retroactive Dates:**

**Directors & Officers Liability Continuity Date:** 02/11/2018

**Employment Practices Liability Continuity Date:** 02/11/2018

**Fiduciary Liability Continuity Date:** 02/11/2018

# SCHEDULE OF LOCATIONS

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Each of the addresses listed below are covered for all lines of coverage presented in this proposal:

*Policyholder mailing address*                      17873

PO Box 2414  
Chino, CA 91708

ID	Location	Building Value	Content Value	EDP Value	Total TIV
	Allegiance STEAM Academy TBD	\$0.00	\$12,500.00	\$12,500.00	\$25,000.00
	<b>Total:</b>	\$0.00	\$12,500.00	\$12,500.00	\$25,000.00

# BOARD AND EMPLOYMENT LIABILITY

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## COVERAGE IS ON A CLAIMS MADE BASIS

<u>Layer 1 Coverages*</u>	<u>Layer 1 Limits</u>	<u>Layer 1 Deductibles</u>
<b>Directors and Officers and Company Liability</b>	\$1,000,000 per <b>claim</b> and member aggregate	\$5,000 per <b>claim</b>
<b>Employment Practices Liability</b>	\$1,000,000 per <b>claim</b> and member aggregate	\$7,500 per <b>claim</b>
<b>Fiduciary Liability</b>	\$1,000,000 per <b>claim</b> and member aggregate	\$0

\*Please refer to the Board and Employment Liability Declarations Page for complete details.

<u>Layer 2 Coverages:</u>	<u>Layer 2 Limits:</u>	<u>Layer 2 Deductibles:</u>
<b>Directors and Officers and Company Liability &amp; Employment Practices Liability</b>	\$1,000,000 per <b>claim</b> and member aggregate	None, follow form Layer 1 Coverage

**Reporting:** Must be reported to CharterSAFE within 60 days after policy expiration. Coverage is provided on a claims-made basis.

# GENERAL LIABILITY

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<u>Layer 1 Coverages*:</u>	<u>Layer 1 Limits:</u>	<u>Layer 1 Deductibles:</u>
<b>Bodily Injury, Property Damage</b>	\$2,000,000 per occurrence	\$500 per occurrence for bodily injury arising out of participation in a school sponsored <i>High Risk Activity</i> **
<b>Medical Payments</b>	\$10,000 per person \$50,000 per occurrence	\$0
<b>Educator's Legal Liability</b>	\$2,000,000 per occurrence	\$2,500 per occurrence (except for IEP Defense)
<b>IEP Defense Sublimit</b>	\$50,000 per occurrence and per member aggregate	\$7,500 per occurrence
<b>Employee Benefits Liability</b>	\$2,000,000 per occurrence	\$0
<b>Law Enforcement Liability</b>	\$2,000,000 per occurrence	\$0
<b>Sexual Abuse Liability</b>	\$2,000,000 per occurrence	\$0
<b>Products and Completed Operations</b>	\$2,000,000 per occurrence	\$0

\*Layer 1 Limits do not have aggregates (except for IEP Defense Sublimit)

\*\*A list of *High Risk Activities* is available at [www.chartersafe.org](http://www.chartersafe.org) or you may contact Carly Weston ([cweston@chartersafe.org](mailto:cweston@chartersafe.org)/818-394-6547) of CharterSAFE's Risk Management team.

# AUTO LIABILITY & PHYSICAL DAMAGE

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<u>Layer 1 Coverages*:</u>	<u>Layer 1 Limits:</u>	<u>Layer 1 Deductibles:</u>
<b>Owned Auto Liability, if scheduled with CharterSAFE:</b>	\$2,000,000 per occurrence	\$0
<b>Non-Owned Auto Liability:</b>	\$2,000,000 per occurrence	\$0
<b>Hired Auto Liability:</b>	\$2,000,000 per occurrence	\$0
<b>Auto Physical Damage**:</b>	\$1,000,000 per occurrence	\$500 per occurrence for Hired Auto Physical Damage

\*Layer 1 Coverages do not have aggregates.

\*\* Auto Physical Damage described herein for hired automobiles is secondary to any/all rental coverage offered by the rental company(ies). CharterSAFE strongly advises our members to purchase auto physical damage when renting vehicles.



# EXCESS LIABILITY - CharterSAFE Option

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**Coverage:**

**Excess over underlying:**

General Liability  
Auto Liability  
Sexual Abuse Liability  
Educator's Legal Liability  
Employee Benefits Liability  
Law Enforcement Liability  
Directors and Officers Liability  
Employment Practices Liability

**Limits:**

\$28,000,000 per occurrence/claim  
\$28,000,000 per member aggregate

**Optional Excess Limits:**

Optional excess liability limits above \$30,000,000 is available. If interested, please contact:

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc  
18201 Von Karman Avenue, Suite #200  
Irvine, CA 92612

**Audra Powers**  
Account Executive  
Audra\_Powers@ajg.com  
949-349-9840

# PROPERTY

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**Perils Include:**

Direct Physical Loss subject to all the terms, conditions, and exclusions established in the applicable policy(ies)

**Valuation:**

Replacement Cost as scheduled with CharterSAFE, see "Schedule of Locations" page above

**Coverages**

**Limits**

**Deductibles**

**Property**

\$150,000,000 per occurrence  
OR  
Total Insured Value as scheduled with CharterSAFE, whichever is lower. Please see "Schedule of Locations" page above for scheduled limits

\$1,000 per occurrence

**Boiler & Machinery/  
Equipment Breakdown**

\$150,000,000 per occurrence  
OR  
Total Insured Value as scheduled with CharterSAFE, whichever is lower. Please see "Schedule of Locations" page above for scheduled limits

\$1,000 per occurrence

**Business Interruption**

\$10,000,000 per occurrence

\$1,000 per occurrence

**Extra Expense**

\$5,000,000 per occurrence

\$1,000 per occurrence

**Please note:**

- If you have a renovation/construction project valued over \$200,000 in hard and soft costs, please contact Thuy Wong ([twong@chartersafe.org](mailto:twong@chartersafe.org)/949-488-2340). CharterSAFE is able to endorse builder's risk coverage for renovation projects up to \$10,000,000 onto your policy. Additional premium would apply.
- If you are interested in a separate policy for flood and/or earthquake coverage, please contact Thuy Wong ([twong@chartersafe.org](mailto:twong@chartersafe.org)/949-488-2340).

# POLLUTION LIABILITY & FIRST PARTY REMEDICATION

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## COVERAGE IS ON A CLAIMS MADE BASIS

<u>Coverages</u>	<u>Limits</u>	<u>Deductibles</u>
<b>Pollution Liability &amp; Property</b>	\$1,000,000 per pollution condition or indoor environmental condition  \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$10,000 per occurrence
<b>Reporting:</b>	Must be reported to CharterSAFE within 60 days after policy expiration. Coverage is on a claims-made basis.	

# CRIME

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<u>Coverages</u>	<u>Limits</u>	<u>Deductibles</u>
<b>Monies and Securities:</b>	\$1,000,000 per occurrence	\$500 per occurrence
<b>Computer &amp; Funds Transfer Fraud:</b>	\$1,000,000 per occurrence	\$500 per occurrence
<b>Forgery or Alteration:</b>	\$1,000,000 per occurrence	\$500 per occurrence
<b>Employee Dishonesty:</b>	\$1,000,000 per occurrence	\$500 per occurrence

# TERRORISM LIABILITY

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COVERAGE IS ON A CLAIMS MADE BASIS

<u>Coverages</u>	<u>Limits</u>	<u>Deductibles</u>
<b>Terrorism Liability:</b>	\$5,000,000 per occurrence	\$0
	\$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$0
<b>Reporting:</b>	Must be reported to CharterSAFE within 60 days after policy expiration. Coverage is provided on a claims-made basis.	

# TERRORISM PROPERTY

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<u>Coverages</u>	<u>Limits</u>	<u>Deductibles</u>
<b>Terrorism Property:</b>	\$20,000,000 per occurrence OR Total Insured Value as scheduled with CharterSAFE, whichever is lower. Please see "Schedule of Locations" page above for scheduled limits	\$1,000 per occurrence
	\$20,000,000 CharterSAFE Members' Combined Annual Aggregate	\$1,000 per occurrence

# STUDENT & VOLUNTEER ACCIDENT

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<u>Coverages</u>	<u>Limits</u>	<u>Deductibles</u>
<b>Student Accident:</b>	\$50,000 per injury/accident 104 Week benefit period	\$500 per injury/accident for school sponsored <i>High Risk Activities</i> *
<b>Volunteer Accident:</b>	\$25,000 per injury/accident	\$500 per injury/accident for school sponsored <i>High Risk Activities</i> *

\*A list of *High Risk Activities* is available at [www.chartersafe.org](http://www.chartersafe.org) or you may contact Carly Weston ([cweston@chartersafe.org](mailto:cweston@chartersafe.org) / 818-394-6547) of CharterSAFE's Risk Management team.

- Terms & Conditions:**
- Coverage is provided on an Excess Basis, but would become primary should the student or volunteer not have health insurance
  - Claim submission deadline: 90 days after the Covered Accident.

**Optional Catastrophic Student Accident Coverage:**

If interested in obtaining higher limits with or without sports included, please contact:

Arthur J. Gallagher & Co. Insurance Brokers of California, Inc.  
18201 Von Karman Avenue, Suite #200  
Irvine, CA 92612

**Audra Powers**  
Account Executive  
[Audra\\_Powers@ajg.com](mailto:Audra_Powers@ajg.com)  
949-349-9840

# CYBER LIABILITY

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## COVERAGE IS ON A CLAIMS MADE BASIS

<u>Coverages</u>	<u>Limits</u>	<u>Deductibles</u>
<b>Cyber Liability:</b>	\$1,000,000 per occurrence \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$2,500 per occurrence
<b>Coverage Includes:</b>	<ul style="list-style-type: none"><li>● Privacy Notification Costs</li><li>● Regulatory Fines and Claim Expenses for Privacy Liability</li><li>● Extortion Damages for Extortion Threat</li><li>● Crisis Management Expenses</li><li>● Business Interruption</li></ul>	
<b>Reporting:</b>	Claims must be reported within 60 days after policy expiration. Coverage is on a claims-made basis.	
<b>Requirement for Coverage to be in effect:</b>	Completed cyber application.	

Policy Year: 7/1/2017 - 7/1/2018

Forms and instructions available at [www.chartersafe.org](http://www.chartersafe.org)

## Claims Reporting Quick Reference Guide

Sue Bedard, ARM-P  
Senior Risk & Claims Manager  
Phone: 818.394.6544  
[sbedard@chartersafe.org](mailto:sbedard@chartersafe.org)

Carly Weston, MPA  
Risk & Claims Manager  
Phone: 818.394.6547  
[cweston@chartersafe.org](mailto:cweston@chartersafe.org)

Susan Diamanti, WCCP  
Workers' Compensation Manager  
Phone: 818.394.6549  
[sdiamanti@chartersafe.org](mailto:sdiamanti@chartersafe.org)

EMPLOYEE INJURY	STUDENT INJURY	PROPERTY/LIABILITY CLAIM
<p><b>What to do if an employee injury or illness requiring professional medical treatment occurs.</b></p> <ol style="list-style-type: none"> <li>1. If the injury requires emergency medical treatment, call 911 and transport or request an ambulance. For emergency care, employee may go to nearest hospital or urgent care.</li> <li>2. <b>DWC-1</b> Provide blank <b>DWC-1</b> to the employee within one working day of finding out about an injury or illness. Injured employees must complete the employee section of the <b>DWC-1</b> if they opt to file a claim.</li> <li>3. Complete employer's portion of the returned <b>DWC-1</b> form and give a copy to the employee. Retain your copy in a central location — not the employee's personnel file.</li> <li>4. <b>Referral</b> Refer the employee for appropriate medical treatment at the industrial medical facility designated by the employer (unless the employee has pre-designated to use his or her own physician). Provide a copy of the Workers' Compensation Card to the employee to facilitate the medical provider's intake of the employee and the billing process.</li> <li>5. <b>Report</b> Complete the <b>Employee Incident Call-In Report</b>. Then, immediately call CharterSAFE's claim hotline (877) 263-9904 to report the claim. The hotline service will complete the state-mandated DLSR 5020 (Employer's First Report) for you and will send a copy to CharterSAFE and the claim adjuster. A claim will automatically be established and the adjuster will make contact.</li> <li>6. There are state-imposed penalties for late or non-reporting. <b>Report immediately.</b> Stay involved and maintain an open dialogue with the employee — don't assume the claim administrator/adjuster is taking care of everything.</li> </ol>	<p><b>What to do if a student injury requiring professional medical treatment occurs.</b></p> <ol style="list-style-type: none"> <li>1. Provide first aid, refer student to the family's choice of medical provider, or if needed, call 911 for emergency medical treatment; contact parent/guardian per school policy (always contact immediately for head or eye injuries). Inform the parent that the Student Accident Insurance is available.*</li> <li>2. <b>Claim Form</b> Complete Part 1A of the <b>Gallagher Student Health/BMI Benefits claim form</b> and sign it, then provide the parent/guardian with the claim form, instruction sheet and Student Injury Card. The parents are responsible for submitting a claim within 90 days, if they wish to do so.</li> <li>3. <b>Report</b> File an incident report by completing the online student injury form at <a href="http://chartersafe.org">chartersafe.org</a>. A report number will be assigned and referenced if litigation occurs. (This report is confidential and should NOT be given to parents.) <b>NOTE:</b> This is not considered to be "filing a claim" — for medical bill payment, the parents must also complete the <b>Gallagher Student Health/BMI Benefits claim form</b> and send it to the insurance company, along with the requested documents.</li> </ol> <p>*The Student Accident Insurance (SAI) provided by CharterSAFE covers medical expenses arising from student injuries. The family's health insurance is primary, but if there is no health insurance, the SAI becomes primary. SAI is a no-fault insurance coverage and claims do not impact the school's loss ratio. If parents are made aware of the coverage immediately following an incident, the likelihood of a lawsuit is reduced. The SAI covers students only when they are injured on campus or participating in a school-sponsored off-campus activity.</p>	<p><b>What to do if school-owned vehicle or property is damaged or stolen, liability claim, or employment practices claim is made against the school, or a guest injury occurs on your premises.</b></p> <p><b>NOTE:</b> Any sexual abuse incident/allegation or claim asserted against the school must be reported as soon as it is brought to the attention of the school and mandated report is made — regardless whether a demand letter has been received or not. A delay in reporting could result in a lapse of coverage.</p> <ol style="list-style-type: none"> <li>1. Complete either the <b>Liability Incident Call-In Report</b> or the <b>Property/Vehicle Loss Incident Call-In Report</b> based upon the nature of the incident. (These forms are confidential and should NOT be given to guests or third parties.)</li> <li>2. <b>Report</b> Then immediately call CharterSAFE's claim hotline (877) 263-9904 to report the claim. A claim file will automatically be established and an adjuster will make contact. (This report is confidential and should NOT be given to guests or third parties.) Note: The hotline is a vendor-provided service that is available 24/7 and will contact CharterSAFE immediately in an emergency; they may not be able to answer all of your questions. For claim assistance please call (818) 709-1570.</li> </ol>
<p><b>IEP DUE PROCESS</b></p> <ol style="list-style-type: none"> <li>1. Complete the <b>IEP Due Process Report</b>.</li> <li>2. <b>Report</b> Then immediately send the report and an electronic copy of the hearing request to <a href="mailto:cweston@chartersafe.org">cweston@chartersafe.org</a>. A claim adjuster from George Hill will contact you to confirm the assignment of counsel and the amount of your deductible. Note that coverage is "claims made." This means you must report the claim during the policy period in which the hearing is requested, and prior to incurring any legal fees.</li> </ol>		

RESOLUTION OF BOARD OF DIRECTORS OF THE ALLEGIANCE STEAM ACADEMY  
CHARTER SCHOOL JOINING THE CALIFORNIA CHARTER SCHOOLS  
JOINT POWERS AUTHORITY, DBA CHARTERSAFE

**WHEREAS**, it is in the best interests of the Allegiance STEAM Academy charter school (“School”) to establish a joint powers agency to administer programs for group purchasing, financing, risk management, insurance, self-insurance, and risk sharing; and

**WHEREAS**, the joint powers authority will offer significant advantages to the School in terms of cost, liability protection and services; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Allegiance STEAM Academy charter school:

1. The Allegiance STEAM Academy charter school agrees to join the California Charter Schools Joint Powers Authority (CCS-JPA, DBA CharterSAFE) and
2. Application for a certificate of consent to self-insure for workers compensation insurance to be submitted to the Department of Industrial Relations is hereby authorized, as necessary for the School to participate in the workers compensation self-insurance program of the Authority.
3. The School Director is hereby authorized to execute any and all documents as necessary to carry out the purposes of this Resolution.
4. That the Board Secretary is directed to certify a copy of this Resolution and to forward the same, together with a copy of the executed joint powers agreement, to the California Charter Schools Joint Powers Authority.

**PASSED, APPROVED AND ADOPTED** this 18th day of February, 2018 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Board Chairman

ATTEST:

\_\_\_\_\_  
Board Secretary



Prepared By: William Sweet  
 Customer Name: Allegiance STEAM Academy  
 Enrollment: 480  
 # of Schools: 1.00  
 Contract Term: 36 Months  
 Start Date: 1/23/2018  
 End Date: 1/22/2021

Customer Contact: Callie Moreno  
 Title: Director  
 Address: PO Box 2414  
 City: Chino  
 State/Province: California  
 Zip Code: 91708  
 Phone #: (626) 376-5230

Product Description	Quantity	Unit	Unit Price	Extended Price
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<b>License and Subscription Fees</b>				
PS SIS Bundle: Subscription + Hosting	480.00	Students	USD 9.32	USD 4,471.20
PS SIS SSL Certificate	1.00	Each	USD 400.00	USD 400.00
PS SIS PD+ Annual Fee	480.00	Students	USD 5.73	USD 2,750.00
License and Subscription Totals:			<b>USD 7,621.20</b>	

Professional Services and Setup Fees	Quantity	Unit	Unit Price	Extended Price
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PS SIS Standard Charter Implementation Services	1.00	Schools	USD 4,185.00	USD 4,185.00
Professional Services and Setup Fee Totals:			<b>USD 4,185.00</b>	

Training Services	Quantity	Unit	Unit Price	Extended Price
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PS SIS Exclusive Training - Remote	3.00	Day	USD 1,500.00	USD 4,500.00
Training Services Total:			<b>USD 4,500.00</b>	

Quote Total	Total Discount:	Year One Total:
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	<b>USD 961.80</b>	<b>USD 16,306.20</b>
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Annual Ongoing Fees	Quantity	Unit	Unit Price	Extended Price
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PS SIS Bundle: Subscription + Hosting	480.00	Students	USD 9.32	USD 4,471.20
PS SIS SSL Certificate	1.00	Each	USD 400.00	USD 400.00
PS SIS PD+ Annual Fee	480.00	Students	USD 5.73	USD 2,750.00
Annual Ongoing Fees Total:			<b>USD 7,621.20</b>	

Fees for subsequent years within the term bound by the Start Date and End Date detailed on this quote will be equal to the 'Annual Ongoing Fees' amount uplifted by 3.0% in each following year.

On-Going PowerSchool Subscription/Maintenance & Support Fees are invoiced at then current rates & enrollment per terms of the Licensed Product and Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases.

Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order.

In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.

All invoices shall be paid within thirty (30) days of the date of invoice.

**All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this signed Quote and the applicable PowerSchool Licensed Product and Services Agreement.**

This quote is subject to and incorporates the terms and conditions of the PowerSchool Licensed Product and Services Agreement found at <https://www.powerschool.com/customer-contract-terms-and-conditions-us-6-2-17/>

DRAFT



# Aeries Software & Services Proposal

<b>Proposal Prepared For: Allegiance STEAM Academy</b>		<b>Proposal Prepared By: Sonia Cassatt</b>	
<b>Name:</b>	Callie Moreno	<b>Phone:</b>	(888) 487-7555
<b>Address:</b>	PO Box 2414	<b>Email:</b>	sonia@aeries.com
<b>City / State / Zip</b>	Chino, CA 91708	<b>Proposal Ref #</b>	Allegiance STEAM Academy-01875-1-28-2018
<b>Email:</b>	callielmoreno@gmail.com	<b>Proposal Date:</b>	01/28/2018
<b>Phone:</b>	(626) 376-5230	<b>Expiration Date:</b>	04/30/2018
<b>Enrollment:</b>	480		

## Description of Products & Services Proposed

<b>Aeries SIS Software / Annual Subscription:</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Total Price</b>
Aeries SIS Suite – Annual Cost -Includes Aeries SIS, Aeries Enrollment, Aeries Analytics, Aeries App Package, Aeries Support	\$4,500.00	1	\$4,500.00
ASP Annual Hosting-Annual Cost - See product description below	\$2,500.00	1	\$2,500.00
<b>Subtotal:</b>			<b>\$7,000.00</b>

<b>Data Conversion Services</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Total Price</b>
Data Conversion- Custom -Database conversion for Aeries DB	\$2,500.00	1	\$2,500.00
<b>Subtotal:</b>			<b>\$2,500.00</b>

<b>Aeries Training Services</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Total Price</b>
Aeries Training – One-time cost - 6 Full Days of onsite training	\$1,800.00	6	\$10,800.00
Aeries Analytics Training – One-time cost - 1 Full Day of Aeries Analytics Training	\$1,800.00	1	\$1,800.00
<b>Subtotal:</b>			<b>\$12,600.00</b>

Additional Products and Services	Unit Price	Qty	Total Price
Aeries Communications – Annual Cost - General Messaging, Emergency Messaging Attendance Messaging, Direct Messaging.	\$3,500.00	1	\$3,500.00
Aeries Financial – Annual Cost - See description below for transaction costs	\$2,000.00	1	\$2,000.00
<b>Subtotal:</b>			<b>\$5,500.00</b>

**Grand Total: \$27,600.00**

Signature

Date

**NOTE: Aeries SIS annual subscription & annual Hosting are based on the most recent CDE Data Quest Reported Enrollment**

<p><b>(1) Current Database Conversion/Maintenance</b> During the initial Hosting implementation, three years databases are included in the base hosting fee. These are the current year, the prior year (if any) and one sandbox or test database.</p>	<p><b>(2) Prior Year Database Maintenance:</b> There will be an annual database maintenance cost for all converted prior year databases at \$200 per year per database.</p> <p><b>(3) Prior Year Database Conversion:</b> Aeries Software can convert prior years' Aeries databases to the SQL format for a cost-per-database. Price determined after the current and next year's DB are converted.</p>
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- **Hosting Services:** Aeries Software proposes to be the Application Service Provider (ASP) for the District. The services which are proposed to be provided by Aeries include: ***Please see the Description of Hosted Services document*** provided below for a complete description of the services to be provided to your District. **During the implementation phase of hosting services, Aeries 2<sup>nd</sup> Level Support will determine the amount of client server logins available to the district for maximum performance.**
- **Non-Standardized Third-Party Vendors:** Interfaces are available for an additional fee.
- **Aeries Financials Services:** An additional 4.9% + \$.30 per transaction added to the standard fees for the use of this option. Aeries Financials is powered by Edbacker which is partnered with PayPal to facilitate electronic, secure payment processing for immediate collection of online donations and payments from fundraisers/transactions on our platform. **Note: PayPal business accounts (which are free) are required to be able to use this option. Personal PayPal accounts are not allowed.**
- **Training** of Aeries users is available for \$1,800 per day (Full days at a lab within the District). The number of training days proposed in this quote is an estimate. Training will be invoiced based upon the actual number of training days.
- **Data Conversion:** Any subsequent data conversion other than that identified in this proposal will be quoted for an additional fee.

# Aeries®

## Student Information System

### Description of Aeries Hosted Services

**Hosted Services:** Aeries Student Information System proposes to be the Hosted Service Provider for the District.

The Hosted services which are proposed to be provided by Aeries Student Information System include:

#### Hardware & Systems Components, Security

- Microsoft SQL Server hardware and software management
- Aeries Software provides all the required hardware, software, and configuration services needed to procure, setup, and manage the components necessary to house and maintain your Aeries data and make it readily available to all stakeholder. This includes:
  - Licenses (operating systems, database, certificates, etc.)
  - Upgrades/patches – the hardware is maintained at the highest industry standards. Our technical staff is able to respond immediately to any disruption of services, and fail-over redundancy is standard. Maintenance is scheduled to have the least possible impact on the District.
  - Disaster Recovery – in the event of a natural or other type of disaster, your Aeries database can be recovered from off-site backup
  - Advanced security encryption
  - Live support
  - Aeries Software does not provide client hardware or software.

#### Aeries SQL Database Management

- Aeries Updates (when released) – regular updates for all Aeries Software
- Backups – full backup nightly, hourly automated back-ups
- Data Recovery
- Disaster Recovery
- Database cleanup
- Fix records if required
- Initial configuration support services for Aeries Web Versions and Parent Account Management Systems
- Create new database roles; modify and update roles as needed
- Aeries Security management (user accounts/roles/permissions/etc.)
- System Security Consulting
- Manage school – based code consistency
- Define table relationships

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# Proposal

Allegiance STEAM Academy

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**Prepared For:**

Sebastian Cagnetta  
Allegiance STEAM Academy  
Chino, California

**Prepared On:**

1/18/2018

**Prepared By:**

Gary Hanson  
ghanson@illuminateed.net  
+1 9513149918

Illuminate Education, Inc.  
0531 Irvine Center Drive, Suite 100, Irvine, CA 92618  
Phone: 951-739-0198 | Fax: 909-268-1935  
info@illuminateEd.com | illuminateEd.com



## 1. COMPANY VISION

Illuminate Education exists to create tools, services and training to promote educator and student success. By building a vibrant team, making technology useful in districts and classrooms, and investing in local communities, we look to empower people from all backgrounds to reach their full potential in school and career achievement.

At the heart of Illuminate are educators just like you: we are a team of former school administrators, teachers, district technologists, instructional coaches, special education instructors and curriculum directors. We are also seasoned designers and engineers who are passionate about building products to make your lives easier.

We have reached over 5 million users across 43 states including students, parents, teachers and administrators. We are proud to have partnered up with over 14,000 schools and 1,600 districts including Boston Public Schools, San Diego Unified, Denver Public Schools, Caddo Public Schools, Newton Public Schools, and Salt Lake City School District.

Illuminate Education is committed to equipping our communities to flourish in the school and workplaces. Together, we believe we can change the world of education.

## 2. PROPOSAL

Illuminate Education proposes a contract with Allegiance STEAM Academy. Although a contract may span multiple years, Allegiance STEAM Academy retains the right to opt out each year at no financial penalty. The proposal includes data import support, system maintenance, system support, and user support for the length of the contract. It also includes ongoing system upgrades at no additional cost to Allegiance STEAM Academy.

## 3. PRODUCT OVERVIEW

Illuminate Education is proud to offer Illuminate Student Information System (ISI), a platform that provides all school-site staff a single, web-based point of access to attendance, scheduling, grades, reporting and more. ISI anticipates the needs of all educators and removes the boundaries of the traditional student information system.

With our system, districts and educators can focus not just on compliance but student growth. Employing Web 2.0 technologies and a user-friendly interface, ISI supports all aspects of the education process: from district-level educators who need to analyze sweeping patterns and trends, to instructional leaders who require fast, flexible reports to shape curriculum and instruction in the classroom.

ISI is focused on being dynamic and providing all-around student data, which allows educators to leverage all available information to truly educate the whole child. Educators will have an all-in-one solution to support streamlined operations and effective decision-making at all levels.

## 4. PRICING

The student count numbers provided in this quote are estimated. The contract will use the prior fiscal year's Fall student count from the appropriate California state website. This proposal was created using the dates of 3/1/2018 through 6/30/2021. Illuminate recommends the following model for Allegiance STEAM Academy:

Implementation Phase

Dates: 3/1/2018 - 6/30/2018

QTY	PRODUCT	DESCRIPTION	LIST	UNIT	TOTAL PRICE
660	ISI Flat Rate License	Flat Rate - Illuminate Student Information™ (ISI)	\$14,000.00	\$0.00	\$0.00
1	ISI Data Migration Bootcamp - Flat Rate	4-day bootcamp including pre & post-bootcamp implementation web support, the data migration process, and training on ISI data tools and validation logs. Hosted at Illuminate HQ (Irvine, CA). Client responsible for travel & hotel accommodations.	\$1,000.00	\$1,000.00	\$1,000.00
1	ISI Setup & Admin Bootcamp - Flat Rate	4-day bootcamp including pre & post-bootcamp implementation web support, guided system setup and configuration, and ISI System Admin training. Hosted at Illuminate HQ (Irvine, CA). Client responsible for travel & hotel accommodations.	\$4,000.00	\$4,000.00	\$4,000.00
5	Implementation Training (ISI)	6-Hour On-site Implementation Training - Illuminate Student Information# (ISI)	\$1,700.00	\$0.00	\$0.00
				Total	\$5,000.00

Year 1

Dates: 7/1/2018 - 6/30/2019

QTY	PRODUCT	DESCRIPTION	LIST	UNIT	TOTAL PRICE
660	ISI Flat Rate License	Flat Rate - Illuminate Student Information™ (ISI)	\$14,000.00	\$14,000.00	\$14,000.00
				Total	\$14,000.00

Year 2

Dates: 7/1/2019 - 6/30/2020

QTY	PRODUCT	DESCRIPTION	LIST	UNIT	TOTAL PRICE
660	ISI Flat Rate License	Flat Rate - Illuminate Student Information™ (ISI)	\$14,000.00	\$14,000.00	\$14,000.00
				Total	\$14,000.00

Year 3

Dates: 7/1/2020 - 6/30/2021

QTY	PRODUCT	DESCRIPTION	LIST	UNIT	TOTAL PRICE
660	ISI Flat Rate License	Flat Rate - Illuminate Student Information™ (ISI)	\$14,000.00	\$14,000.00	\$14,000.00
				Total	\$14,000.00



# Going beyond compliance.



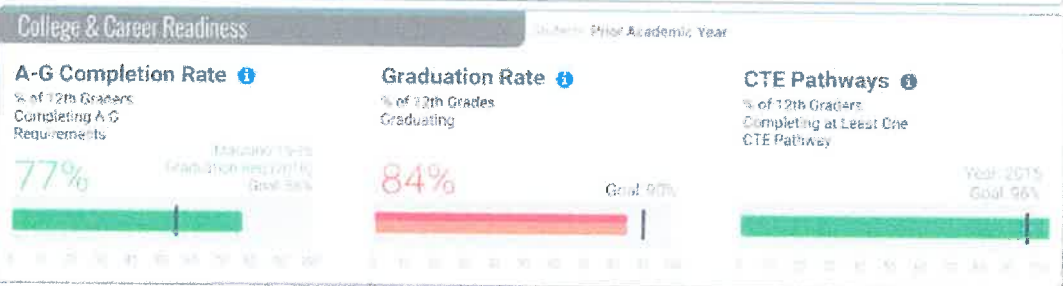
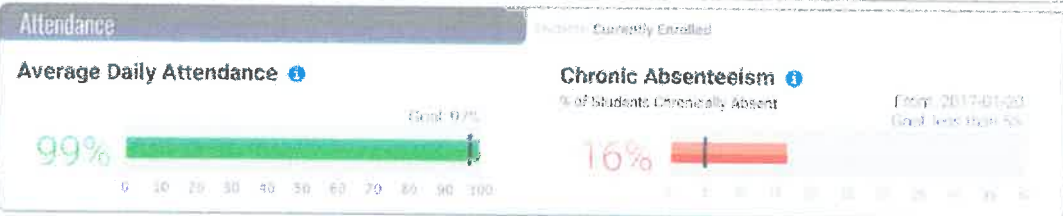
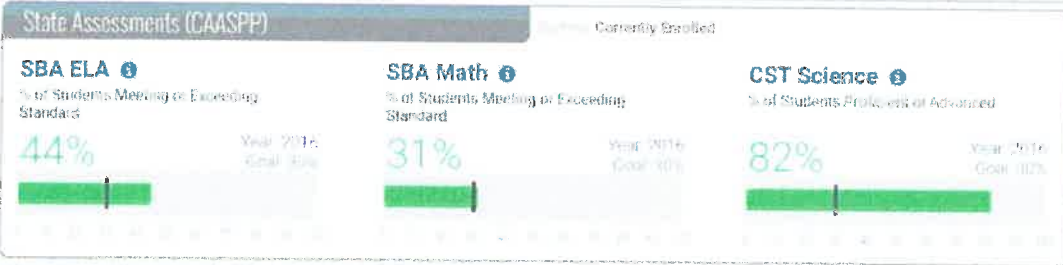
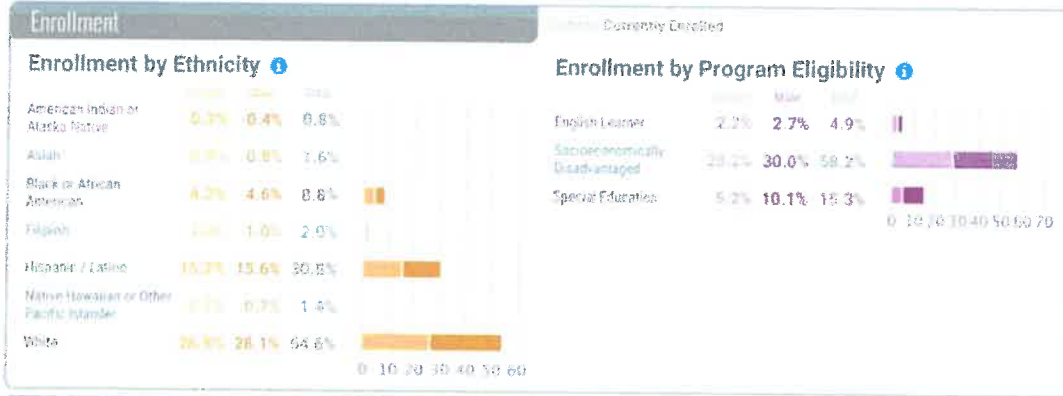
## Illuminate Student Information

Get a holistic view of your student.

In delivering successful outcomes for today's educators, Illuminate Student Information (ISI) goes beyond CALPADS to positively impact your district at every level.

- Data-driven master scheduling → Ensuring access and equity for all
- Comprehensive student profile → Informing whole-child decisions
- Streamlined processes → Focusing time and resources where they matter most
- One platform → Targeting your core data systems (SIS-Assessment-SPED)
- Configurable user-navigation → Making system workflows easy
- CALPADS, ADA, CRDC → Mastering compliance with powerful tools

# Illuminate Student Information



## Accountability Dashboard

Get a snapshot of student data including enrollment by subgroup, state assessments, attendance/absenteeism, and college & career readiness.

## TRADITIONAL

## MODERN

	TRADITIONAL	MODERN
<b>Focus</b>	Compliance	Compliance + increased Efficiencies
<b>Data, Tracking</b>	Static, demographic	Dynamic + Student Growth
<b>Insights, Feedback</b>	Reactive	Real Time + Predictive
<b>Master Scheduling</b>	Trial and error	Data-Driven + Closing the Achievement Gap
<b>Attendance</b>	Multiple screens	Intelligent Tracking + Streamlined Workflow
<b>Database</b>	Multiple platforms	Single Seamless User Experience
<b>Behavior</b>	Consequence-based	PBIS + Restorative Practices

## Moving Forward

The modern SIS tends to consider more features with a focus on student growth, while still being capable of doing compliance.



## **SUICIDE PREVENTION/ POSTVENTION**

The Governing Board of Allegiance STEAM Academy recognizes that suicide is a leading cause of death among youth and that an even greater amount of youth consider (17 percent of high school students) and attempt suicide (over 8 percent of high school students) (Centers for Disease Control and Prevention, 2015).

The possibility of suicide and suicidal ideation requires vigilant attention from our school staff. As a result, we are ethically and legally responsible for providing an appropriate and timely response in preventing suicidal ideation, attempts, and deaths. We also must work to create a safe and nurturing campus that minimizes suicidal ideation in students.

Recognizing that it is the duty of the organization to protect the health, safety, and welfare of its students, this policy aims to safeguard students and staff against suicide attempts, deaths and other trauma associated with suicide, including ensuring adequate supports for students, staff, and families affected by suicide attempts and loss. As it is known that the emotional wellness of students greatly impacts school attendance and educational success, this policy shall be paired with other policies that support the emotional and behavioral wellness of students.

This policy is based on research and best practices in suicide prevention, and has been adopted with the understanding that suicide prevention activities decrease suicide risk, increase help-seeking behavior, identify those at risk of suicide, and decrease suicidal behaviors. Empirical evidence refutes a common belief that talking about suicide can increase risk or “place the idea in someone’s mind.”

In an attempt to reduce suicidal behavior and its impact on students and families, the CEO/Principal or Designee shall develop strategies for suicide prevention, intervention, and postvention, and the identification of the mental health challenges frequently associated with suicidal thinking and behavior. These strategies shall include professional development for all school personnel in all job categories who regularly interact with students or are in a position to recognize the risk factors and warning signs of suicide, including substitute teachers, volunteers, expanded learning staff (afterschool) and other individuals in regular contact with students such as crossing guards, tutors, and coaches.

### **Overall Strategic Plan for Suicide Prevention**

The CEO/Principal or Designee shall involve school-employed mental health professionals (e.g., school counselors, psychologists, social workers, nurses), administrators, other school staff members, parents/guardians/caregivers, students, local health agencies and professionals, law enforcement, and community organizations in planning, implementing, and evaluating the district’s strategies for suicide prevention and intervention. Districts must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

**San Bernardino County Children and Youth Collaborative Services Clinical Unit  
909-387-7000**

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the organization shall appoint an individual (or team) to serve as the suicide prevention point of contact for the organization. In addition, each school shall identify at least one staff member to serve as the liaison to the district's suicide prevention point of contact, and coordinate and implement suicide prevention activities on their specific campus. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community stakeholders.

Primary suicide prevention point of contact: TBD

Resources:

- The K–12 Toolkit for Mental Health Promotion and Suicide Prevention has been created to help schools comply with and implement AB 2246, the Pupil Suicide Prevention Policies. The Toolkit includes resources for schools as they promote youth mental wellness, intervene in a mental health crisis, and support members of a school community after the loss of someone to suicide.

Additional information about this Toolkit for schools can be accessed on the Heard Alliance Web site at <http://www.heardalliance.org/>.

The CEO/Principal or Designee shall develop and implement preventive strategies and intervention procedures that include the following:

**1. Prevention**

- A. Messaging about Suicide Prevention
- B. Suicide Prevention Training and Education
- C. Employee Qualifications and Scope of Services
- D. Specialized Staff Training (Assessment)
- E. Parents, Guardians, and Caregivers Participation and Education
- F. Student Participation and Education

**2. Intervention, Assessment, Referral**

- A. Staff
- B. Parents, Guardians, and Caregivers
- C. Students
- D. Parental Notification and Involvement
- E. Action Plan for In-School Suicide Attempts
- F. Action Plan for Out-of-School Suicide Attempts
- G. Supporting Students after a Mental Health Crisis
- H. Re-Entry to School After a Suicide Attempt
- I. Responding After a Suicide Death (Postvention)

# **1. Prevention**

## **A. Messaging about Suicide Prevention**

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, Allegiance STEAM Academy Board of Directors along with its partners will critically review and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide.

Resources:

- For information on public messaging on suicide prevention, see the National Action Alliance for Suicide Prevention Web site at <http://suicidepreventionmessaging.actionallianceforsuicideprevention.org/>
- For information on engaging the media regarding suicide prevention, see the Your Voice Counts Web page at <http://resource-center.yourvoicecounts.org/content/making-headlines-guide-engaging-media-suicide-prevention-california-0>
- For information on how to use social media for suicide prevention, see the Your Voice Counts Web page at <http://resource-center.yourvoicecounts.org/content/how-use-social-media>

## **B. Suicide Prevention Training and Education**

Allegiance STEAM Academy Board of Directors, along with its partners will carefully review available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members and other adults on campus (including substitutes and intermittent staff, volunteers, interns, tutors, coaches, and daycare staff).

Training:

- At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
- All suicide prevention trainings shall be offered under the direction of school-employed mental health professionals (e.g., school counselors, psychologists, or social workers) who have received advanced training specific to suicide and may benefit from collaboration with one or more county and/or community mental health agencies. Staff training can be adjusted year-to-year based on previous professional development activities and emerging best practices.
- At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention,

referral, and postvention) at the beginning of their employment. Previously employed staff members shall attend a minimum of one-hour general suicide prevention training (including, but not limited to <http://jasonfoundation.com/courses/module-1/>). Core components of the general suicide prevention training shall include:

- Suicide risk factors, warning signs, and protective factors;
  - How to talk with a student about thoughts of suicide;
  - How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
  - Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
  - Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
  - Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at <http://cal-schls.wested.org/>.
- In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff should include the following components:
    - The impact of traumatic stress on emotional and mental health;
    - Common misconceptions about suicide;
    - School and community suicide prevention resources;
    - Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
    - The factors associated with suicide (risk factors, warning signs, protective factors);
    - How to identify youth who may be at risk of suicide;
    - Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on district guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on district guidelines;

- Organization-approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
  - Organization-approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
  - Responding after a suicide occurs (suicide postvention);
  - Resources regarding youth suicide prevention;
  - Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
  - Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.
- The professional development also shall include additional information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
    - Youth affected by suicide;
    - Youth with a history of suicide ideation or attempts;
    - Youth with disabilities, mental illness, or substance abuse disorders;
    - Youth experiencing homelessness or in out-of-home settings, such as foster care;
    - Lesbian, gay, bisexual, transgender, or questioning youth; and
    - Youth who have suffered traumatic experiences.

Resources:

- Youth Mental Health First Aid (YMHFA) teaches a 5-step action plan to offer initial help to young people showing signs of a mental illness or in a crisis, and connect them with the appropriate professional, peer, social, or self-help care. YMHFA is an 8-hour interactive training for youth-serving adults without a mental health background. See the Mental Health First Aid Web page at <https://www.mentalhealthfirstaid.org/cs/take-a-course/course-types/youth/>
- Free YMHFA Training is available on the CDE Mental Health Web page at <http://www.cde.ca.gov/ls/cg/mh/projectcalwell.asp>

- Question, Persuade, and Refer (QPR) is a gatekeeper training that can be taught online. Just as people trained in cardiopulmonary resuscitation (CPR) and the Heimlich Maneuver help save thousands of lives each year, people trained in QPR learn how to recognize the warning signs of a suicide crisis and how to question, persuade, and refer someone to help. See the QPR Web site at <http://www.qprinstitute.com/>
- SafeTALK is a half-day alertness training that prepares anyone over the age of fifteen, regardless of prior experience or training, to become a suicide-alert helper. See the LivingWorks Web page at <https://www.livingworks.net/programs/safetalk/>
- Applied Suicide Intervention Skills Training (ASIST) is a two-day interactive workshop in suicide first aid. ASIST teaches participants to recognize when someone may have thoughts of suicide and work with them to create a plan that will support their immediate safety. See the LivingWorks Web page at <https://www.livingworks.net/programs/asist/>
- Kognito At-Risk is an evidence-based series of three online interactive professional development modules designed for use by individuals, schools, districts, and statewide agencies. It includes tools and templates to ensure that the program is easy to disseminate and measures success at the elementary, middle, and high school levels. See the Kognito Web page at <https://www.kognito.com/products/pk12/>

### **C. Employee Qualifications and Scope of Services**

Employees of Allegiance STEAM Academy and their partners must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs, and to prevent the immediate risk of a suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

### **D. Specialized Staff Training (Assessment)**

Additional professional development in suicide risk assessment and crisis intervention shall be provided to mental health professionals (school counselors, psychologists, social workers, and nurses) employed by Allegiance STEAM Academy.

Resource:

- Assessing and Managing Suicide Risk (AMSR) is a one-day training workshop for behavioral health professionals based on the latest research and designed to help participants provide safer suicide care. See the Suicide Prevention Resource Center Web page at <http://www.sprc.org/training-events/amsr>



## **E. Parents, Guardians, and Caregivers Participation and Education**

- To the extent possible, parents/guardians/caregivers should be included in all suicide prevention efforts. At a minimum, schools shall share with parents/guardians/ caregivers the suicide prevention policy and procedures.
- This suicide prevention policy shall be prominently displayed on the Allegiance STEAM Academy Web page.
- Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
- All parents/guardians/caregivers should have access to suicide prevention training that addresses the following:
  - Suicide risk factors, warning signs, and protective factors;
  - How to talk with a student about thoughts of suicide;
  - How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

### **Resource:**

- Parents as Partners: A Suicide Prevention Guide for Parents is a booklet that contains useful information for parents/guardians/caregivers who are concerned that their children may be at risk for suicide. It is available from Suicide Awareness Voices of Education (SAVE). See the SAVE Web page at <https://www.save.org/product/parents-as-partners/>

## **F. Student Participation and Education**

Allegiance STEAM Academy Board of Directors, along with its partners has carefully reviewed available student curricula to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Under the supervision of school-employed mental health professionals, and following consultation with county and community mental health agencies, students shall:

- Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;
- Receive developmentally appropriate guidance regarding the district's suicide prevention, intervention, and referral procedures.
- The content of the education shall include:

- Coping strategies for dealing with stress and trauma;
- How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;
- Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help;
- Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, science, and physical education).

Allegiance STEAM Academy Board of Directors will support the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Weeks, Peer Counseling Programs, and National Alliance on Mental Illness on Campus Clubs).

#### Resources:

- More Than Sad is school-ready and evidence-based training material, listed on the national Suicide Prevention Resource Center's best practices list, specifically designed for teen-level suicide prevention. See the American Foundation for Suicide Prevention Web page at <https://afsp.org/our-work/education/more-than-sad/>
- Break Free from Depression (BFFD) is a 4-module curriculum focused on increasing awareness about adolescent depression and designed for use in high school classrooms. See the Boston Children's Hospital Web page at <http://www.childrenshospital.org/breakfree>
- Coping and Support Training (CAST) is an evidence-based life-skills training and social support program to help at-risk youth. See the Reconnecting Youth Inc. Web page at <http://www.reconnectingyouth.com/programs/cast/>
- Students Mobilizing Awareness and Reducing Tragedies (SMART) is a program comprised of student-led groups in high schools designed to give students the freedom to implement a suicide prevention on their campus that best fits their school's needs. See the SAVE Web page at <https://www.save.org/what-we-do/education/smart-schools-program-2/>

- Linking Education and Awareness for Depression and Suicide (LEADS) for Youth is a school-based suicide prevention curriculum designed for high schools and educators that links depression awareness and secondary suicide prevention. LEADS for Youth is an informative and interactive opportunity for students and teachers to increase knowledge and awareness of depression and suicide. See the SAVE Web page at <https://www.save.org/what-we-do/education/leads-for-youth-program/>

## **2. Intervention, Assessment, Referral**

### **A. Staff**

Two Allegiance STEAM Academy staff members who have received advanced training in suicide intervention shall be designated as the primary and secondary suicide prevention liaisons. Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

- Under normal circumstances, the primary and/or secondary contact persons shall notify the Principal, another school administrator, school psychologist or school counselor, if different from the primary and secondary contact persons. The names, titles, and contact information of multi-disciplinary crisis team members shall be distributed to all students, staff, parents/guardians/caregivers and be prominently available on school and district Web sites.

The Principal, another school administrator, school counselor, school psychologist, social worker, or nurse shall then notify, if appropriate and in the best interest of the student, the student's parents/guardians/caregivers as soon as possible and shall refer the student to mental health resources in the school or community. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

If the student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

- Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary or secondary suicide prevention liaisons.
- Students experiencing suicidal ideation shall not be left unsupervised.
- A referral process should be prominently disseminated to all staff members, so they know how to respond to a crisis and are knowledgeable about the school and community-based resources.

- The CEO or Designee shall establish crisis intervention procedures to ensure student safety and appropriate communications if a suicide occurs or an attempt is made by a student or adult on campus or at a school-sponsored activity.

#### **B. Parents, Guardians, and Caregivers**

A referral process should be prominently disseminated to all parents/guardians/caregivers, so they know how to respond to a crisis and are knowledgeable about the school and community-based resources.

#### **C. Students**

Students shall be encouraged to notify a staff member when they are experiencing emotional distress or suicidal ideation, or when they suspect or have knowledge of another student's emotional distress, suicidal ideation, or attempt.

#### **D. Parental Notification and Involvement**

Allegiance STEAM Academy staff shall identify a process to ensure continuing care for the student identified to be at risk of suicide. The following steps should be followed to ensure continuity of care:

- After a referral is made for a student, school staff shall verify with the parent/guardian/caregiver that follow-up treatment has been accessed. Parents/guardians/caregivers will be required to provide documentation of care for the student.
- If parents/guardians/caregivers refuse or neglect to access treatment for a student who has been identified to be at-risk for suicide or in emotional distress, the suicide point of contact (or other appropriate school staff member) will meet with the parents/guardians/caregivers to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of the importance of care. If follow-up care for the student is still not provided, school staff should consider contacting Child Protective Services (CPS) to report neglect of the youth.

San Bernardino County Children and Family Services  
800-827-8724

#### **E. Action Plan for In-School Suicide Attempts**

If a suicide attempt is made during the school day on campus, it is important to remember that the health and safety of the student and those around him/her is critical. The following steps should be implemented:

- Remain calm, remember the student is overwhelmed, confused, and emotionally distressed;

- Move all other students out of the immediate area;
- Immediately contact the administrator or suicide prevention liaison;
- Call 911 and give them as much information about any suicide note, medications taken, and access to weapons, if applicable;
- If needed, provide medical first aid until a medical professional is available;
- Parents/guardians/caregivers should be contacted as soon as possible;
- Do not send the student away or leave them alone, even if they need to go to the restroom;
- Listen and prompt the student to talk;
- Review options and resources of people who can help;
- Be comfortable with moments of silence as you and the student will need time to process the situation;
- Provide comfort to the student;
- Promise privacy and help, and be respectful, but do not promise confidentiality;
- Student should only be released to parents/guardians/caregivers or to a person who is qualified and trained to provide help.

#### **F. Action Plan for Out-of-School Suicide Attempts**

If a suicide attempt by a student is outside of Allegiance STEAM Academy property, it is crucial that the LEA protects the privacy of the student and maintains a confidential record of the actions taken to intervene, support, and protect the student. The following steps should be implemented:

- Contact the parents/guardians/caregivers and offer support to the family;
- Discuss with the family how they would like the school to respond to the attempt while minimizing widespread rumors among teachers, staff, and students;
- Obtain permission from the parents/guardians/caregivers to share information to ensure the facts regarding the crisis is correct;
- Designate a staff member to handle media requests;

- Provide care and determine appropriate support to affected students;
- Offer to the student and parents/guardians/caregivers steps for re-integration to school.

### **G. Supporting Students after a Mental Health Crisis**

It is crucial that careful steps are taken to help provide the mental health support for the student and to monitor their actions for any signs of suicide. The following steps should be implemented after the crisis has happened:

- Treat every threat with seriousness and approach with a calm manner; make the student a priority;
- Listen actively and non-judgmental to the student. Let the student express his or her feelings;
- Acknowledge the feelings and do not argue with the student;
- Offer hope and let the student know they are safe and that help is provided. Do not promise confidentiality or cause stress;
- Explain calmly and get the student to a trained professional, guidance counselor, or designated staff to further support the student;
- Keep close contact with the parents/guardians/caregivers and mental health professionals working with the student.

### **H. Re-Entry to School After a Suicide Attempt**

A student who threatened or attempted suicide is at a higher risk for suicide in the months following the crisis. Having a streamlined and well-planned re-entry process ensures the safety and wellbeing of students who have previously attempted suicide and reduces the risk of another attempt. An appropriate re-entry process is an important component of suicide prevention. Involving students in planning for their return to school provides them with a sense of control, personal responsibility, and empowerment.

The following steps shall be implemented upon re-entry:

- Obtain a written release of information signed by parents/guardians/caregivers and providers;
- Confer with student and parents/guardians/caregivers about any specific

requests on how to handle the situation;

- Inform the student's teachers about possible days of absences;
- Allow accommodations for student to make up work (be understanding that missed assignments may add stress to student);
- Mental health professionals or trusted staff members should maintain ongoing contact to monitor student's actions and mood;
- Work with parents/guardians/caregivers to involve the student in an aftercare plan.

Resource:

- The School Reentry for a Student Who Has Attempted Suicide or Made Serious Suicidal Threats is a guide that will assist in school re-entry for students after an attempted suicide. See the Mental Health Recovery Services Resource Web page at [http://www.mhrsonline.org/resources/suicide%5Cattempted\\_suicide\\_resources\\_for\\_schools-9/](http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_for_schools-9/)

## **I. Responding After a Suicide Death (Postvention)**

A death by suicide in the school community (by a student or staff member) can have devastating consequences on students and staff. Therefore, it is vital that we are prepared ahead of time in the event of such a tragedy. The aforementioned Primary and Secondary Suicide Prevention Liaisons shall ensure that each school site adopts an action plan for responding to a suicide death as part of the general Crisis Response Plan. The Suicide Death Response Action Plan (Suicide Postvention Response Plan) needs to incorporate both immediate and long-term steps and objectives.

- Suicide Postvention Response Plan shall:
  - Identify a staff member to confirm death and cause (school site administrator);
  - Identify a staff member to contact deceased's family (within 24 hours);
  - Enact the Suicide Postvention Response Plan, include an initial meeting of the district/school Suicide Postvention Response Team;
  - Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).

- Coordinate an all-staff meeting, to include:
  - Notification (if not already conducted) to staff about suicide death;
  - Emotional support and resources available to staff;
  - Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
  - Share information that is relevant and that which you have permission to disclose.
- Prepare staff to respond to needs of students regarding the following:
  - Review of protocols for referring students for support/assessment;
  - Talking points for staff to notify students;
  - Resources available to students (on and off campus).
- Identify students significantly affected by suicide death and other students at risk of imitative behavior;
- Identify students affected by suicide death but not at risk of imitative behavior;
- Communicate with the larger school community about the suicide death;
- Consider funeral arrangements for family and school community;
- Respond to memorial requests in respectful and non-harmful manner; responses should be handed in a thoughtful way and their impact on other students should be considered;
- Identify media spokesperson skilled to cover story without the use of explicit, graphic, or dramatic content (go to the Reporting on Suicide.Org Web site at [www.reportingonsuicide.org](http://www.reportingonsuicide.org)). Research has proven that sensationalized media coverage can lead to contagious suicidal behaviors.
- Utilize and respond to social media outlets:
  - Identify what platforms students are using to respond to suicide death
  - Identify/train staff and students to monitor social media outlets
- Include long-term suicide post-vention responses:



- Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed
- Support siblings, close friends, teachers, and/or students of deceased
- Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide

Resources:

- After a Suicide: A Toolkit for School is a comprehensive guide that will assist schools on what to do if a suicide death takes place in the school community. See the Suicide Prevention Resource Center Web page at <http://www.sprc.org/comprehensive-approach/postvention>
- Help & Hope for Survivors of Suicide Loss is a guide to help those during the bereavement process and who were greatly affected by the death of a suicide. See the Suicide Prevention Resource Center Web page at <http://www.sprc.org/resources-programs/help-hope-survivors-suicide-loss>
- For additional information on suicide prevention, intervention, and postvention, see the Mental Health Recovery Services Model Protocol Web page at [http://www.mhrsonline.org/resources/suicide%5Cattempted\\_suicide\\_resources\\_for\\_schools-9/](http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_for_schools-9/)
- Information on school climate and school safety is available on the CDE Safe Schools Planning Web page at <http://www.cde.ca.gov/ls/ss/vp/safeschlplanning.asp>
- Additional resources regarding student mental health needs can be found in the SSPI letter Responding to Student Mental Health Needs in School Safety Planning at <http://www.cde.ca.gov/nr/el/le/yr14ltr0212.asp>.



## **Policy Prohibiting Unlawful Harassment**

Allegiance STEAM Academy (ASA) is committed to providing a work and educational atmosphere that is free of unlawful harassment. ASA's policy prohibits sexual harassment and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, creed, color, gender, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. ASA will not condone or tolerate harassment of any type by any employee, independent contractor or other person with which the ASA does business. This policy applies to all employee actions and relationships, regardless of position or gender. ASA will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

### Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Deferential or preferential treatment based on any of the protected classes above.

### Prohibited Unlawful Sexual Harassment

In accordance with policy, discrimination on the basis of gender in education institutions is prohibited. All persons, regardless of the gender, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by ASA.

ASA is committed to provide a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when: (1) submission of the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.



All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual harassment in the workplace as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Employees and students are expected to act in a positive and professional manner and to contribute to a productive school and/or work environment that is free from harassing or disruptive activity. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Director. See Appendix A for the "Harassment Complaint Form." See Appendix B for the general "Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults; and
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive,



sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work.

- Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
- Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy.

Complainants and witnesses under these policies will be protected from further harassment and will not be retaliated against in any aspect of their employment due to their participation, filing of a complaint or reporting sexual harassment.

The School will investigate complaints promptly and provide a written report of the investigation and decision as soon as practicable. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

While in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities.



## Anti-Nepotism Policy

Consistent with the principle that employees and prospective employees of Allegiance STEAM Academy (ASA), shall be hired, evaluated, and advanced on the basis of individual merit, without reference to considerations of race, ethnicity, gender, gender identification, gender expression, religion, sexual orientation, or national origin, or any protected classes or other factors not involving professional qualifications and performance, the following restrictions, designed to avoid the possibility of favoritism based on family or personal relationship, shall be observed with respect to personnel:

1. No one with supervisory responsibility shall hire, recommend for hire, or work under the supervision of any related person.
2. Related persons shall not work under the direct supervision of the same supervisor.
3. With respect to proposed employment decisions which would result in the concurrent service of related persons within the same department, a person related to an incumbent employee may not be employed if the professional qualifications of other candidates for the available position are demonstrably superior to those of the related person.
4. With respect to the concurrent service of related persons within the same department, neither related person shall be permitted, either individually or as a member of the staff or as a member of a committee, to participate in the evaluation, advancement, or salary decisions of the other related person.
5. No member of the Board, ASA administration, or staff member shall engage in recommendations, discussions, or otherwise participate in any decision or recommendation relating to the appointment, promotion, retention, tenure, or employment of a related person.
6. This policy shall not supplant the application of applicable conflicts of interest laws to the ASA.

### Definition of "Related Persons"

The following relationships create related persons:

- Parent and child;
- Siblings;
- Grandparent and grandchild;
- Aunt and/or uncle and niece and/or nephew;
- First cousins;
- Spouses and registered domestic partners;
- Guardian and ward;



- Any corresponding in-law, step, or adoptive relative, or anyone residing in a permanent basis in the home of a current Board member, employee, or independent contractor of ASA; and
- Persons engaged in amorous relationships, meaning a relationship in which two (2) persons voluntarily have a physical relationship or are engaged in a romantic courtship (e.g. dating or engaged) that may or may not have been consummated.

### Policy Statement on Consensual Relationships

Consensual romantic or sexual relationships between supervisors and employees and between staff are potentially exploitative and must be avoided. They raise serious concerns about the validity of the consent, conflicts of interest, and unfair treatment of others. In addition, a supervisor will be prohibited from evaluating an employee's job performance if he/she is romantically/sexually involved with that employee.

ASA's Anti-Nepotism Policy precludes individuals from evaluating the work performance of others with whom they have intimate familial or personal relationships, or from making hiring, salary, or similar financial decisions concerning such persons. The same principles apply to supervisor-employee relationships in the context of work or academic evaluation.

### Duty to Disclose

All current Board members, employees, and independent contractors, and all persons wishing to be considered for Board membership, employment, or an independent contract with ASA shall disclose family and personal relationships with then-current Board members, employees, or independent contractors of ASA. Disclosures under this paragraph shall be made to the Director of Business Service, or, if the Director of Business Services should be required to disclose a relationship under this paragraph, to the CEO.

Employees who fail to disclose family or personal relationships covered by this policy will be subject to disciplinary action up to and including termination of employment.

### Responsibilities of Director of Business Services

Upon notification, the Director of Business Services will comply with the following policies and procedures:

- i. The Director of Business Services will be make a determination whether the relationship is subject to this Anti-Nepotism Policy, and whether any action is needed to ensure compliance with the provisions of this Anti-Nepotism Policy.
- ii. The Director of Business Services shall report any relationship subject to this Anti-Nepotism Policy to the Board of Directors.
- iii. If action is needed, the Director of Business Services will, in consultation with the affected employees and the CEO, attempt to resolve the issue through the transfer of one employee



to a new position or identifying another appropriate action (e.g., supervisory reassignment). If such accommodations are not feasible, then the Director of Business Services, in consultation with the CEO, shall determine the appropriate action to ensure compliance with this Anti-Nepotism Policy, possibly including, but not limited to, termination or resignation of an employee.

Should the relationship at issue involve the Director of Business Services, then the above policies and procedures shall be carried out by the CEO in consultation with the Chairman of the Board.



## ANTI-BULLYING POLICY

Allegiance STEAM Academy - Thrive 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.

While ASA Thrive will make every effort to make every student feel welcomed and supported, we will not tolerate behavior that infringes on the safety of any student. A student shall not intimidate, harass, or bully another student through words or actions. In order to be considered bullying, the behavior must be aggressive and include:

- **An Imbalance of Power:** Kids who bully use their power—such as physical strength, access to embarrassing information, or popularity—to control or harm others. Power imbalances can change over time and in different situations, even if they involve the same people.
- **Repetition:** Bullying behaviors happen more than once or have the potential to happen more than once.

Bullying includes actions such as making threats, spreading rumors, attacking someone physically or verbally, and excluding someone from a group on purpose. Such behavior includes: direct physical contact, such as hitting or shoving; verbal assaults, such as teasing or name-calling; and social isolation or manipulation.

ASA Thrive expects students and/or staff to immediately report incidents of bullying to the principal or designee. Staff who witness such acts take immediate steps to intervene when safe to do so. 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 ensure bullying does not occur on school campuses, ASA Thrive will provide staff development training in bullying prevention and cultivate acceptance and understanding in all students and staff to build each school's capacity to maintain a safe and healthy learning environment.



Teachers will discuss this policy with their students in age-appropriate ways and will assure them that they need not endure any form of bullying. Students who bully are in violation of this policy and are subject to disciplinary action up to and including expulsion.

ASA Thrive has adopted Student Code of Conduct to be followed by every student while on school grounds, or when traveling to and from school or a school-sponsored activity, and during lunch period, whether on or off campus.

The Student Code of Conduct, or “Wolves Way” includes

- Trust your instincts
- Keep your den clean
- Stay on track
- Howl with your friends
- Be a leader

Wolves Way are discussed in every classroom with frequency, present in the culture and vernacular of the school, and adapted for age appropriateness. Collectively, they establish a positive school climate where empathy, acceptance and diversity are the foundation of the school environment.

When bullying does occur, the procedures for intervening in bullying behavior include, but are not limited, to the following:

- All staff, students and their parents will receive a summary of this policy prohibiting intimidation and bullying: at the beginning of the school year, as part of the student handbook and/or information packet, as part of new student orientation, and as part of the school system's notification to parents.
- The school will make reasonable efforts to keep a report of bullying and the results of investigation confidential.
- Staff who witness acts of bullying shall take immediate steps to intervene when safe to do so. People witnessing or experiencing bullying are strongly encouraged to report the incident; such reporting will not reflect on the target or witnesses in any way.



## **STUDENT FREEDOM OF SPEECH/ EXPRESSION**

Allegiance STEAM Academy (ASA) is a California Nonprofit Public Benefit Corporation that operates a public charter school, Allegiance STEAM Academy- Thrive, hereby adopts this policy governing student freedom of speech and expression.

The Board of Directors of Allegiance STEAM Academy believes free inquiry and exchange of ideas are essential parts of a democratic education. The Board respects ASA students' rights to express ideas and opinions, take stands on issues, and support causes, even when such speech is controversial or unpopular.

ASA students shall have the right to exercise freedom of speech and of the press including, but not limited to the: (1) use of bulletin boards; (2) distribution of printed materials or petitions; (3) wearing of buttons, badges, and other insignia; and (4) right of expression in official school publications. "Official school publications" refers to material produced by pupils in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee. The CEO/Principal or designee is responsible for supervising the material produced by pupils to ensure it meets professional standards of English and journalism. Student expression on campus or school Internet web sites and online media shall generally be afforded the same protections as in print media.

ASA students' freedom of expression shall be limited only as allowed by Section 48907 of the Education Code, and other applicable state and federal laws, as follows:

1. ASA students may exercise their freedom of speech and expression in open air areas of their school campus before the commencement of each school each day, during lunch periods, during any recess or break periods, and after school; however, students may not miss class for these purposes.
2. ASA students are prohibited from making any expressions or distributing or posting any materials that are obscene, libelous, or slanderous. ASA students also are prohibited from making any expressions that so incites students as to create a clear and present danger of the commission of unlawful acts on school premises, the violation of school rules, or substantial disruption of ASA's orderly operation.
3. The use of "fighting words" or epithets is prohibited in those instances where the speech is abusive and insulting, rather than a communication of ideas, and the speech is used in an aggressive or abusive manner in a situation that presents an actual danger that it will cause a breach of the peace.
4. School officials shall not engage in any prior restraint of material prepared for official school publications, except insofar as the content of the material violates the law.

5. A student shall be subject to discipline for off-campus expression, including expression on off-campus Internet web sites, when such expression poses a threat to the safety of other students, staff, or school property, or substantially disrupts the educational program. The CEO/Principal or designee shall document the impact the expression had or could be expected to have on the school program.