



ALLEGIANCE STEAM ACADEMY

REGULAR MEETING OF THE BOARD OF DIRECTORS

March 25, 2018

7:00 pm

Meeting Location:
13050 2nd Street, Chino, CA 91710

AGENDA

INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD BY PARENTS AND CITIZENS

Allegiance STEAM Academy- Thrive charter school (“Allegiance STEAM Academy”), also known as ASA Thrive, is a direct-funded, independent, public charter school operated by the Allegiance STEAM Academy nonprofit public benefit corporation and governed by Allegiance STEAM Academy, Incorporated corporate Board of Directors (“Board”). The purpose of a public meeting of the Board, is to conduct the affairs of Allegiance STEAM Academy in public. We are pleased that you are in attendance and hope you will visit these meetings often. Your participation assures us of continuing community interest in our school.

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: info@asathrive.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.
4. 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

	Present	Absent
Andrew Vestey, Chairman	_____	_____
Vanessa Okamoto, Secretary	_____	_____
Melanie Choi, 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. 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 March 25, 2018.

Recommended the Board of Directors approve the Agenda for Regular Board Meeting for March 25, 2018

Motion: _____ Second: _____ Roll Call: _____

II. Open Session:

A. COMMUNICATIONS

1. Comments from Board of Directors
2. CEO's report

B. ITEMS SCHEDULED FOR CONSENT:

1. Minutes for February 18, 2018
2. Minutes for February 25, 2018
3. Minutes for March 11, 2018

C. ITEMS SCHEDULED FOR DISCUSSION/ACTION:

1. Report from Ad Hoc Committee: Founding member interviews

Pursuant to the Allegiance STEAM Academy-Thrive Charter Petition, founding members will be confirmed prior to the school’s initial enrollment lottery. As set forth in the approved charter, the founding members group is comprised of the parents and community members that provided significant assistance initially in the development of the school. Designation as a founding member is not based upon financial donations to the school. The Ad Hoc Committee will confirm the founding member group through interviews with the CEO as set forth in the charter, and the confirmation of the founding members will be completed at a meeting of the Board of Directors.

It is recommended the Board of Directors:

- a. Approve the confirmed Founding members group, interviewed by the Ad Hoc Committee and CEO.

Motion: _____ Second: _____ Roll Call: _____

2. Contract for services with Regur Development Group, Inc. to serve as grant writer for the Public Charter School Grant Program (PCSGP) Application

The PCSGP 2016-19 funds planning and implementation (P/I) and dissemination grants. The P/I grant provide grants of up to \$575,000.00 to plan and implement new charter schools. It serves California's public charter schools by providing startup and initial operating capital to assist schools in establishing high quality, high performing charter school operations for California students and their families. The dissemination grant provides grants to charter schools to disseminate best practices likely to significantly improve academic achievement in California's K-12 public education system.

See attached proposal

It is recommended the Board of Directors:

- a. Adopt and Approve the Contract for services with Regur Development Group, Inc.

Motion: _____ Second: _____ Roll Call: _____

3. Contract for Services with Callie Moreno for duties related to Director of Educational Programs

See attached

It is recommended the Board of Directors:

- a. Adopt and Approve the contract for services with Callie Moreno for duties related to Director of Educational Programs.

Motion: _____ Second: _____ Roll Call: _____

4. 2018-2019 School Calendar for Allegiance STEAM Academy- Thrive

The Allegiance STEAM Academy team has created two proposed school calendars for the 2018-2019 academic year. Both proposals will be reviewed and discussed by the Board of Directors.

It is recommended the Board of Directors:

- a. Adopt and Approve the 2018-2019 School Calendar for Allegiance STEAM Academy-Thrive.

Motion: _____ Second: _____ Roll Call: _____

5. Organizational Chart for Allegiance STEAM Academy

See attached

It is recommended the Board of Directors:

- a. Adopt and Approve the Organizational Chart for Allegiance STEAM Academy.

Motion: _____ Second: _____ Roll Call: _____

6. Non-Discrimination in Employment Policy

See attached

It is recommended the Board of Directors:

- a. Adopt and Approve the Non-Discrimination in Employment Policy.

Motion: _____ Second: _____ Roll Call: _____

C. ADJOURNMENT

It is recommended the Board of Directors:

- a. Adjourn the Regular Board Meeting for March 25, 2018 at _____

Motion: _____ Second: _____ Roll Call: _____



**ALLEGIANCE STEAM ACADEMY
SPECIAL MEETING OF THE BOARD OF DIRECTORS**

February 18, 2018

Minutes

I. Preliminary

A. Call to Order

The meeting was called to order by Board Chair at 7:00 pm.

The Special Meeting of the Board of Directors of Allegiance STEAM Academy was at 13050 2nd Street, Chino, Ca 91710.

B. Roll Call

	Present	Absent
Andrew Vestey, Chairman	X	_____
Vanessa Okamoto, Secretary	X	_____
Remen Santos, Treasurer		X
Raquel Rall, Member	X	_____
Samantha Odo, Member	X	_____

C. Public Comments- Items not on the Agenda

There were no public comments.

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

Motion (Odo), second (Rall), motion carried by a vote of 4-0 to approve the agenda for the Special meeting of the Board of Directors for February 18, 2018.

II. Open Session:

A. COMMUNICATIONS

1. Comments from Board of Directors

Raquel Rall reported on January 29, 2018, she and Samantha Odo attended a training session sponsored by CCSA regarding the overview of budget and hiring. Rall said the training class was helpful and she looks forward to attending further training sessions in the future.

Andrew Vestey reported in light of the recent shooting in Florida, he and Dr. Cognitiona have already discussed the design of the front office to ensure the safety of the school site. Vestey said school safety is something that will be taken very seriously.

2. CEO's report:

Dr. Cognitiona spoke regarding school safety, balancing the safety of the school with a welcoming feeling to the school. Convenience will not be a factor and safety will be the priority. Dr. Cognitiona then provided an update on human resources and staffing update. Dr. Cognitiona said on February 19, 2018, they will be conducting interviews for teaching positions. Dr. Cognitiona gave an update for Student Information Systems and recommended Illuminate because of cost and ease of use for staff. Dr. Cognitiona gave his plan for engaging the community. Dr. Cognitiona will use a monthly newsletter to keep the community updated on everything Allegiance. Dr. Cognitiona updated the Board on the progress of policies being completed which will be used in the employee handbook. Dr. Cognitiona gave an update on the lunch program, they have spoken with Revolution Foods and Choice Lunch.

B. ITEMS SCHEDULED FOR CONSENT

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

Motion (Okamoto), second (Rall), motion carried by a vote of 4-0 to approve the items scheduled for consent.

C. ITEMS SCHEDULED FOR DISCUSSION:

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

Motion (Odo), second (Rall), motion carried by a vote of 4-0 to accept the resignation of Remen Santos as Board Treasurer and Member of the Board of Directors.

2. Nomination and Election of New Board Members

Motion (Odo), second (Okamoto), motion carried by a vote of 4-0 to nominate and approve Melanie Choi as a Director to Allegiance Steam Academy Board of Directors.

3. Election of Board Officers

Motion (Odo), second (Okamoto), motion carried by a vote of 5-0 to nominate and approve Melanie Choi as Treasurer for the Allegiance Steam Academy Board of Directors.

4. Factoring Agreement with Charter Asset Management

Motion (Odo), second (Rall), motion carried by a vote of 5-0 to approve and agree to the Factoring Agreement with Charter Asset Management.

5. CharterSafe

Motion (Odo), second (Rall), motion carried by a vote of 5-0 to approve and agree to join the CharterSafe joint power agreement through July 1, 2018.

6. Student Information System

Motion (Vestey) to choose Illuminate, second (Rall), motion carried by a vote of 5-0 to enter into a contract with Illuminate.

7. Suicide Prevention/ Postvention Policy

Motion (Okamoto), second (Rall), motion carried by a vote of 5-0 to adopt and approve the Suicide Prevention/ Postvention Policy.

8. ASA Unlawful (Sexual) Harassment Policy

Motion (Odo), second (Choi), motion carried by a vote of 5-0 to adopt and approve the Unlawful Harassment Policy.

9. ASA Anti-Nepotism Policy

Motion (Rall), second (Odo), motion carried by a vote of 5-0 to adopt and approve the Anti-Nepotism Policy.

10. ASA Anti-Bullying Policy

Motion (Okamoto), second (Odo), motion carried by a vote of 5-0 to adopt and approve the Anti-Bullying Policy.

11. Student Free Speech Policy

Motion (Odo), second (Choi), motion carried by a vote of 5-0 to adopt and approve the Student Free Speech Policy.

C. ADJOURNMENT

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

Andrew Vestey, Board Chair, adjourned the Special Meeting of the Board of Directors for February 18, 2018 at 7:32 pm.

Andrew Vestey, Board Chair

Vanessa Okamoto, Board Secretary



ALLEGIANCE STEAM ACADEMY REGULAR MEETING OF THE BOARD OF DIRECTORS

February 25, 2018

Minutes

I. Preliminary

A. Call to Order

The meeting was called to order by Board Chair at 7:02 pm.

The Regular Meeting of the Board of Directors of Allegiance STEAM Academy was at 13050 2nd Street, Chino, Ca 91710.

B. Roll Call

	Present	Absent
Andrew Vestey, Chairman	X	_____
Vanessa Okamoto, Secretary	X	_____
Melanie Choi, Treasurer	X	_____
Raquel Rall, Member	X	_____
Samantha Odo, Member	X	_____

C. Public Comments- Items not on the Agenda

There were no public comments.

D. Approval of Agenda for Board Meeting for February 25, 2018.

Motion (Odo), second (Okamoto), motion carried by a vote of 5-0 to approve the agenda for the Regular meeting of the Board of Directors for February 25, 2018.

II. Open Session:

A. COMMUNICATIONS

1. Comments from Board of Directors

There were no comments from the Board of Directors

2. CEO's report

Dr. Cagnetta shared March 2nd we will be start our open enrollment and they have been working with SchoolMint to ensure the system is working correctly and our lottery preferences are functioning. Dr. Cagnetta introduced Callie Moreno as a strong candidate for Director of Educational Programs, whose qualifications make her an outstanding person for the position. Dr. Cagnetta said she has already begun working on tasks related to this position. Dr. Cagnetta announced Meredith King as a strong candidate as Director of Business services who has a strong resume and has kept Aveson charter schools financially sound. Dr. Cagnetta reported he met with CVUSD Superintendent Wayne Joseph and Deputy Superintendent Norm Enfield and they discussed his vision for Allegiance and future collaboration with CVUSD. Dr. Cagnetta said the Allegiance team held interviews with potential teachers and were happy with the strong candidates.

B. ITEMS SCHEDULED FOR PRESENTATION

1. Charter School Governance Training:

Greta Proctor from Procopio, Cory, Hargreaves & Savitch provided training to the Board of Directors, Dr. Sebastian Cagnetta and Callie Moreno regarding the Ralph M. Brown Act, Public Records Act, Avoiding Conflicts of Interest, Board Member Roles and Fiduciary Duties, and Best Practices.

C. ITEMS SCHEDULED FOR DISCUSSION/ACTION:

1. Non-discrimination in Employment Policy

Policy tabled by Chairman Vestey

2. Internal Dispute Resolution Policy

Policy tabled by Chairman Vestey

3. **Non-discrimination Policy**

Policy tabled by Chairman Vestey

4. **Health and Safety Policy**

Policy tabled by Chairman Vestey

5. **Student Code of Conduct Policy**

Policy tabled by Chairman Vestey

6. **Field Trip Policy**

Policy tabled by Chairman Vestey

7. **English Language Learner Master Plan**

Policy Tabled by Chairman Vestey

8. **Governing Board Job Description**

Policy Tabled by Chairman Vestey

C. ADJOURNMENT

Motion (Okamoto) and Second (Choi), motion carried 5-0 to adjourn the meeting.

Andrew Vestey, Board Chair, adjourned the Regular Meeting of the Board of Directors for February 25, 2018 at 8:10 pm.

Andrew Vestey, Board Chair

Vanessa Okamoto, Board Secretary



ALLEGIANCE STEAM ACADEMY REGULAR MEETING OF THE BOARD OF DIRECTORS

March 11, 2018

Minutes

I. Preliminary

A. Call to Order

The meeting was called to order by Board Chair at 7:02 pm.

The Regular Meeting of the Board of Directors of Allegiance STEAM Academy was at 13050 2nd Street, Chino, Ca 91710.

B. Roll Call

	Present	Absent
Andrew Vestey, Chairman	X	_____
Vanessa Okamoto, Secretary	X	_____
Melanie Choi, Treasurer	X	_____
Raquel Rall, Member	X	_____
Samantha Odo, Member	X	_____

C. Public Comments- Items not on the Agenda

There were no public comments.

D. Approval of Agenda for Board Meeting for March 11, 2018.

Motion (Odo), second (Rall), motion carried by a vote of 5-0 to approve the agenda for the Regular meeting of the Board of Directors for March 11, 2018.

II. Open Session:

A. COMMUNICATIONS

1. Comments from Board of Directors

Mrs. Odo thanked those who volunteered for the first open enrollment event, which took place at the El Rancho Campus.

Mr. Vestey reminded the audience, Allegiance is not OPA and will not be OPA. Mr. Vestey said we are not returning home as Allegiance doesn't have a home yet and we are starting something new and exciting.

2. CEO's report

Dr. Cognetta said on March 25th they will be conducting the Founding members interviews. On March 7th, Allegiance staff, including Mrs. Okamoto were interviewed for acceptance into the Desert/Mountain SELPA by a panel of 12. Said the meeting went positive. Dr. Cognetta gave an update on open enrollment, all but two grades were at capacity with over 570 applicants. They are now preparing for the lottery. Staff met last week to discuss the calendar and curriculum. On March 24th, they are having a job fair for potential applicants. Dr. Cognetta also shared about the monthly newsletter which will give the community updates about all things Allegiance.

B. ITEMS SCHEDULED FOR DISCUSSION/ACTION:

1. Non-discrimination Policy

Motion (Okamoto) and Second (Odo), motion carried 5-0 to approve adoption of the Non-discrimination Policy.

2. Field Trip Policy

Motion (Odo) and Second (Choi), motion carried 5-0 to approve adoption of the Field Trip policy

3. English Language Learner Master Plan

Motion (Okamoto) and Second (Rall), motion carried 5-0 to approve adoption English Language Learner Master Plan

4. Board Duties and Responsibilities/ Delegation of Power to CEO

Motion (Rall) and Second (Melanie), motion carried 5-0 to approve adoption of the Board Duties and Responsibilities/ Delegation of Power to CEO.

5. Procedure for Policy Adoption

Motion (Odo) and Second (Okamoto), motion carried 5-0 to approve adoption of the Procedure for Policy Adoption.

6. Conflict of Interest Code

On January 15, 2018, the Allegiance STEAM Academy Board of Directors Tentatively approved the Conflict of Interest Code in compliance with the Political Reform Act And Government Code 1090. The final adoption of the Code is presented to the Board for approval after the 45-day posting of the Notice of Intention and approval by the California Fair Political Practice Commission.

Motion (Okamoto) and Second (Rall), motion carried 5-0 for final approval and adoption of the Conflict of Interest Code.

7. Resolution of Allegiance STEAM Academy Approving the Establishment of Deposit Account and Signing Authority at Wells Fargo

Motion (Odo) and Second (Okamoto), motion carried 5-0 to approve adoption of the Resolution of Allegiance STEAM Academy Approving the Establishment of Deposit Account and Signing Authority at Wells Fargo.

8. Fiscal Year 2018-2019 Updated Budget for Allegiance Steam Academy - Thrive

Charter Impact, Allegiance Steam Academy's Back Office provider, has provided an updated Fiscal Year 2018-2019 Budget that ensures financial solvency and a responsible and healthy reserve.

Motion (Rall) and Second (Odo), motion carried 5-0 to approve the updated budget for fiscal year 2018-2019 for Allegiance STEAM Academy- Thrive.

9. Ad Hoc Committee: Founding member interviews

Pursuant to the Allegiance STEAM Academy-Thrive Charter Petition, founding members will be confirmed prior to the school's initial enrollment lottery. As set forth in the approved charter, the founding members group is comprised of the parents and community members that provided significant assistance initially in the development of the school. Designation as a founding member is not based upon financial donations to the school. The Ad Hoc Committee will confirm the founding member group through interviews with the CEO as set forth in the charter, and the confirmation of the founding members will be completed at a meeting of the Board of Directors.

Motion (Okamoto) to nominate Raquel Rall and Melanie Choi as designated Board members on the Ad Hoc Committee to conduct interviews of Founding member applicants. The motion was seconded by (Odo), motion carried 5-0 to approve Raquel Rall and Melanie Coi as the designated Board members on the Ad Hoc Committee to conduct interviews of Founding member applicants.

C. ADJOURNMENT

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

Andrew Vestey, Board Chair, adjourned the Regular Meeting of the Board of Directors for March 11, 2018 at 7:32 pm.

Andrew Vestey, Board Chair

Vanessa Okamoto, Board Secretary

Proposal for Allegiance STEAM Academy

Grant Writing for the Public Charter Schools Grant Program Planning and Implementation Grant 2017-18

Regur Development Group, Inc. (RDG). will serve as the grant writer for the PCSGP grant.

BACKGROUND

The Federal Public Charter Schools Grant Program (PCSGP) is a discretionary grant program administered by the Charter Schools Division. Grant applications are reviewed by peer evaluators and are awarded to nonprofit entities and local educational agencies to assist in the development to open high-quality charter schools. The primary focus of the PCSGP is to create charter schools that will provide public school choice to students whose assigned traditional public school is chronically low performing.

Due: Tuesday, April 3, 2018

More information is available at
<https://www.cde.ca.gov/fg/fo/r1/pcsgp17rfor1.asp>

COST OF PROPOSAL

\$5000 due in Aug, 2018 or as soon as the school budget reasonably allows.

THE WRITER

Steve Regur, EdD will do the writing. He has authored or co-authored \$4.2M in grants for schools and districts as well as two charters and pilot school designs. For follow-up or questions, please contact

steveregur@rdgsolutions.com

714-642-5852

**ALLEGIANCE STEAM ACADEMY
INDEPENDENT CONTRACTOR CONSULTING AGREEMENT**

This Independent Contractor Consulting Agreement ("Agreement") is entered into by and between Callie Moreno {"Contractor"} and Allegiance STEAM Academy ("School"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, School is a California non-profit public benefit corporation approved by the Chino Valley Unified School District to operate ~~Allegiance STEAM Academy~~-Thrive Charter School, and is in the process of preparing Allegiance STEAM Academy-Thrive Charter School for its first year of enrollment;

WHEREAS, Contractor is engaged in the businesses of providing experienced and qualified professional Contractor Services concerning school operation and administration; and

WHEREAS, School desires to retain Contractor as an independent contractor for the purpose of providing the Contractor Services described herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and the mutual covenants contained herein, and for other good, valuable and sufficient consideration, the Parties agree as follows:

AGREEMENT

1. Contracted Services. Contractor is hereby engaged by School to perform the services specified in **Attachment A**, which is incorporated by reference ("Contractor Services"). Contractor shall determine the method, details and means of performing the Services. Contractor shall supply at her own expense all tools, materials and equipment required to perform the Services under this Agreement. Contractor assumes full responsibility for the performance of the Contractor Services provided for under the terms of this Agreement. School does not guarantee any minimum amount of work by this Agreement. Contractor shall not have authority to enter into any contracts or agreements on School's behalf, unless expressly authorized to do so in writing by School's Board of Directors.

2. Independent Contractor. School hereby engages Contractor, and Contractor hereby accepts such an engagement upon the terms and conditions set forth herein. It is expressly understood between the Parties that Contractor is an independent contractor and not an employee of School. School acknowledges that it does not and will not control or direct Contractor with regard to the manner or means in which Contractor performs her duties under this Agreement. School shall simply have the right to set, approve or disapprove the services provided by Contractor and shall have the right to set deadlines for the completion of services pursuant to this Agreement. Contractor shall not be responsible for reporting to any officer, employee, or agent in carrying out the services to be performed by Contractor under the terms of this Agreement, except for providing data and documentation as required by the Contractor Services. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing a partnership or joint venture between the Parties.

2.1 Contractor's Obligation to Pay Taxes. All compensation called for under this Agreement will be paid without deductions or withholdings and will be accompanied by a Form 1099 at year end. As an independent contractor, Contractor agrees that he will be responsible for the reporting and payment of any state and/or federal income tax or other withholdings on the compensation provided under this Agreement or any related assessments. In addition, Contractor shall fill out and execute a Form W-9. In the event that the Internal Revenue Service or the State of California should determine that Contractor is an employee subject to withholding and social security contributions, Contractor shall acknowledge consistent with this Agreement that all payments due to Contractor under this Agreement are gross payments, and the Contractor is solely responsible for all income taxes and social security payments thereon.

2.2 No Subcontractors without Approval. Contractor agrees that he will perform all work pursuant to this Agreement himself, and will not assign any work pursuant to this Agreement to any of Contractor's employees or subcontractors without written approval from the Board of Directors.

2.32 Benefits and Credentials. As an independent contractor, Contractor agrees that he is not entitled to the rights or benefits that may be afforded to an employee including, but not limited to, disability, workers' compensation, unemployment benefits, sick leave, vacation leave, medical insurance and retirement benefits. Contractor is solely responsible for providing at her own expense, and at her discretion, disability, unemployment and other insurance and workers' compensation for herself and, if approved by the Board of Directors, for her employees and subcontractors. Contractor shall further provide at her own expense any training, permits and licenses necessary for herself and her employees to perform the Contractor Services under this Agreement.

3. Term and Termination. This Agreement shall be effective as April 1, 2018, or the date both Parties have signed this Agreement, whichever is later, and shall remain in effect until June 30, 2018. School or Contractor may terminate this Agreement at any time and for any reason upon 14 days advance written notice. Following notice of termination, Contractor shall cease performing work under this Agreement unless otherwise directed in writing by School. This Agreement automatically terminates, without notice and effective immediately, in the event of the incapacity, death, closure, insolvency, bankruptcy, or appointment of a receiver for either party. School shall pay Contractor for all necessary and approved services rendered pursuant to this Agreement up to the effective date of termination. School will not pay Contractor for any services provided nor reimburse Contractor for any expenses incurred after the effective date of termination. Neither party shall owe any penalty as a result of termination of this Agreement.

4. Compensation. School shall pay Contractor for services performed pursuant to this Agreement according to the compensation schedule contained in **Attachment B**, which is incorporated by reference. To qualify for payment, Contractor shall submit to School itemized invoices for services rendered pursuant to this Agreement not more than once per month. School shall pay Contractor the non-disputed amount invoiced within 30 days of each invoice. Any damages or costs incurred by School, including replacement costs, as a result of Contractor's failure to competently perform under this Agreement may be deducted by School from any amounts owed to Contractor.

5. Professional Responsibility. The Services to be rendered by Contractor require special skills which Contractor is both experienced and qualified to provide. Contractor represents that she has the qualifications and skills necessary to perform the Services in a competent, professional manner, without the advice or direction of School. In conformity with the terms of this Agreement, Contractor shall render all Services hereunder in accordance with her independent and professional judgment. Contractor shall perform the Services in accordance with the generally accepted practices and principles of her trade. This Agreement shall be subject to all federal, state and local laws and regulations governing the practice of Contractor's trade and the Services required. Except when otherwise expressly required by applicable laws and regulations, School shall not be responsible for monitoring Contractor's compliance with any laws or regulations. If Contractor performs any Services in a manner that is contrary to laws or regulations, Contractor shall bear all claims, costs, losses and damages (including, but not limited to, reasonable attorneys' fees and costs) arising out of or relating to such Services.

6. Work Product. Any reports, documents or materials prepared by Contractor pursuant to this Agreement shall be the sole and exclusive property of School, and as such, Contractor shall assign her entire right, title, and interest in each such invention or work of authorship to School, except as excluded from any obligation to assign to School as a matter of law or mutual written agreement of Contractor and School.

7. Confidential Information. Contractor acknowledges that during the course of performing Contractor Services, he may become privy to confidential, privileged and/or proprietary information important to School. Contractor further acknowledges her continuing obligations to School under the California Uniform Trade Secrets Act. Contractor shall not use or disclose during or after the term of this Agreement, without the prior written consent of School, any information relating to School, its employees, directors or members, or any information regarding the affairs or operations of School, including School's confidential/proprietary information and trade secrets ("Confidential Information"). Confidential Information, whether prepared by or for School, includes, without limitation, all of the following: education records, medical records, personnel records, information technology systems, information obtained during any closed session meeting of the School's governing board, compensation, financial and accounting information of School, business or marketing plans or strategies, methods of doing business, lists and other information concerning members and affiliates and potential members, affiliates and other who do business with School, information that could either cause or potentially cause damage or injury to School or its members, affiliates, or employees and/or any other information Contractor reasonably should know is treated as confidential by School or its affiliated or related organizations. The only allowed disclosure of Confidential Information is (i) with prior written consent of School; (ii) after the information is generally available to the public other than by reason of a breach by Contractor of this agreement to maintain confidentiality; (iii) after the information has been acquired by Contractor through independent means and without a breach of Contractor's duties to School under this Agreement or otherwise; (iv) pursuant to the order of a court or other tribunal with jurisdiction if Contractor has given School adequate notice so that School may contest any such process. Contractor must take all necessary and appropriate steps to protect and safeguard all proprietary, confidential and sensitive information of School. Contractor shall ensure that, should the Board of Directors give written approval to Contractor for their use, all of Contractor's employees, agents and subcontractors agree to the requirements of this paragraph prior to receiving any Confidential Information.

8. Surrender of Documents and Materials. Upon request by School or upon termination of this Agreement for any reason, Contractor will surrender to School all documents and materials in her possession that relate to the Contractor Services, including all physical copies, drafts, digital or computer versions. Contractor further agrees to return to School any and all other materials, hardware, equipment or other items or property provided to Contractor by School during the term of this Agreement upon the termination of this Agreement or upon request.

9. Non-Disparagement. Contractor agrees that, as of the date she signs this Agreement, Contractor will not, in communication with any person or entity whatsoever, or any third-party media outlet, Facebook, Twitter, LinkedIn, or other social media service or personal website, make any derogatory, disparaging, critical or negative statements, publications or comments, either written, oral or otherwise, referencing, relating to, about or regarding School or any of School's current employees, officers, directors or members. Contractor further agrees that she will take all reasonable steps to prevent others from making such statements on her behalf. However, this section will in no way prevent Contractor from testifying truthfully pursuant to an enforceable subpoena. It is understood and agreed that this is a material term of this Agreement and that any breach at all of this term shall constitute a material breach.

10. Non-Competition/Solicitation. All information about School's employees, officers, members, directors, clients and affiliates that is not otherwise known to the public is Confidential Information. During Contractor's retention, Contractor shall not directly or indirectly ask, induce, or encourage any employee(s) of School to leave their employment with School or solicit any employee(s) of School for employment. During Contractor's retention Contractor shall not directly or indirectly solicit the business of any of School's current or prospective clients with whom Contractor had contact during her relationship with School or any clients with whom Contractor had contact during her relationship with School using School's Confidential Information. For example, Contractor shall not use Confidential Information acquired from appointments set by or on behalf of School and use it for any benefit other than for School. This section is intended to be construed as broadly as possible but in no way to limit Contractor's post-termination ability to conduct business. The sole purpose of this section is to protect School's Confidential Information, which School heavily invested time and resources into developing and acquiring.

11. General Provisions.

a. Non-Exclusive Agreement. This Agreement is not exclusive. Contractor shall be permitted to engage in other activities for other businesses during the term of this Agreement.

b. Successors and Assigns. The rights and obligations of School under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of School. Contractor shall not be entitled to assign any of his rights or obligations under this Agreement without the prior written consent of an authorized officer of School, and any such assignment by Contractor without School's prior written consent shall be void.

c. Governing Law; Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of California. Venue to any action or proceeding arising out of this Agreement shall be in Los Angeles County, California.

d. Entire Agreement. This Agreement, including all attachments which are hereby incorporated by reference, reflect the only, sole, and entire agreement between the Parties relating in any way to the subject matter hereof. No statement, promise, or oral representations have been made which in any way form a part of or modify this Agreement. This Agreement is intended to replace and supersede

any and all other agreements between the Parties, whether oral or in writing, relating to the subject matter of this Agreement.

e. Amendment/Modification. No amendment or modification of the terms or conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

f. Severability. Each term, condition, covenant, or provision of this Agreement shall be viewed as separate and distinct, and in the event that any, such term, covenant, or provision shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue in full force and effect.

g. Waiver. A waiver by either party of a breach of any provision or provisions of this Agreement shall not constitute a general waiver or prejudice the other party's right otherwise to demand strict compliance with that provision or any other provisions in this Agreement.

h. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and delivered by overnight mail and/or by hand delivered to the last known address of Contractor or to the principal office of School. To be effective, any notice to School shall be directed to the attention of Chair of the Board of Directors.

i. Counterparts. This Agreement may be executed in counterparts and, if so executed, each such counterpart shall have the force and effect of an original. A facsimile, scanned, and/or photographic signature shall have the same force and effect as an original signature

IN WITNESS HEREOF, by signing below the Parties hereto voluntarily enter into this Agreement and acknowledge that they have read and understand the terms set forth herein and agree to be bound thereby.

Date: 03/25/18

Andrew Vestey
Chair, Board of Directors

Date: 03/25/18

Callie Moreno

ATTACHMENT A

SCOPE OF CONTRACTOR SERVICES

Subject to the terms and conditions of the Independent Contractor Consulting Agreement ("Agreement") entered into by and between Contractor and School, Contractor hereby agrees to perform the following services ("Contractor Services"):

1. Assist in the development and implementation of School's policies.
2. In collaboration with the CEO, develop the Special Education and 504 programs.
3. Screen, interview and make staffing recommendations to the CEO and Board of Directors.
4. Develop school calendar and daily schedule.
5. Periodically attend School's public events as requested by School's CEO and Board of Directors.
6. Lead Curriculum Adoption and Design.
7. Accept other responsibilities as assigned by CEO and/or Board of Directors.

ATTACHMENT B

CONSULTING FEE AND OTHER COMPENSATION

Subject to the terms and conditions of the Independent Contractor Agreement ("Agreement") entered into by and between Contractor and School, School agrees to compensate Contractor as follows:

- | | |
|-----------------|---|
| Fee | \$50 per hour, up to 15 hours per week, and not to exceed \$3,000 per month, except with advance written approval of School. |
| Expenses | School shall reimburse Contractor for all reasonable expenses approved in advance by School and necessarily incurred by Contractor in performing the Contractor Services required by this Agreement. To qualify for reimbursement, Contractor must submit to School sufficient evidence of actual, approved and reasonable expenses, including but not limited to receipts. |

Allegiance STEAM Academy Thrive

2018 - 2019 School Calendar (177 school days)

August '18						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

5 Student Days
1 Min Day

September '18						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

19 Student Days
4 Min Days

October '18						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

21 Student Days
7 Min Days

November '18						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

15 Student Days
3 Min Days

December '18						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

13 Student Days
3 Min Days

January '19						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

18 Student Days
6 Min Days

February '19						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

18 Student Days
4 Min Days

March '19						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

16 Student Days
3 Min Days

April '19						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

21 Student Days
4 Min Days

May '19						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

22 Student Days
5 Min Days

June '19						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

9 Student Days-Total 177
5 Min Days-Total 44

July '19						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

DRAFT (1)

Key



School Closed/ Holidays



In-Service Day (no school for students)



Minimum Day



First and Last Day of School

Important Dates

August 13-24	School year launch, staff professional development
August 27	First Day of School
October 8-10	Minimum Days: Student, Guardian, Teacher Triad Meetings
October 11-12	Student-free Days: Student, Guardian, Teacher Triad Meetings
November 1	In-Service Day (no school for students)
November 19-23	Fall Break
December 20 - January 4	Winter Break
January 23-25	Student-led Conferences
February 15	In-Service Day (no school for students)
March 25-29	Spring Break
June 5-7	Minimum Days: Student-led Conferences
June 13	Last Day of School
June 14	In-Service Day (no school for students)

Allegiance STEAM Academy Thrive

2018 - 2019 School Calendar (177 school days)

August '18						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

5 Student Days
1 Min Day

September '18						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

19 Student Days
4 Min Days

October '18						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

21 Student Days
6 Min Days

November '18						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

15 Student Days
4 Min Days

December '18						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

13 Student Days
2 Min Days

January '19						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

18 Student Days
5 Min Days

February '19						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

18 Student Days
4 Min Days

March '19						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

16 Student Days
4 Min Days

April '19						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

21 Student Days
4 Min Days

May '19						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

22 Student Days
5 Min Days

June '19						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

9 Student Days-Total 177
4 Min Days- Total 43

July '19						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

DRAFT (2)

Key

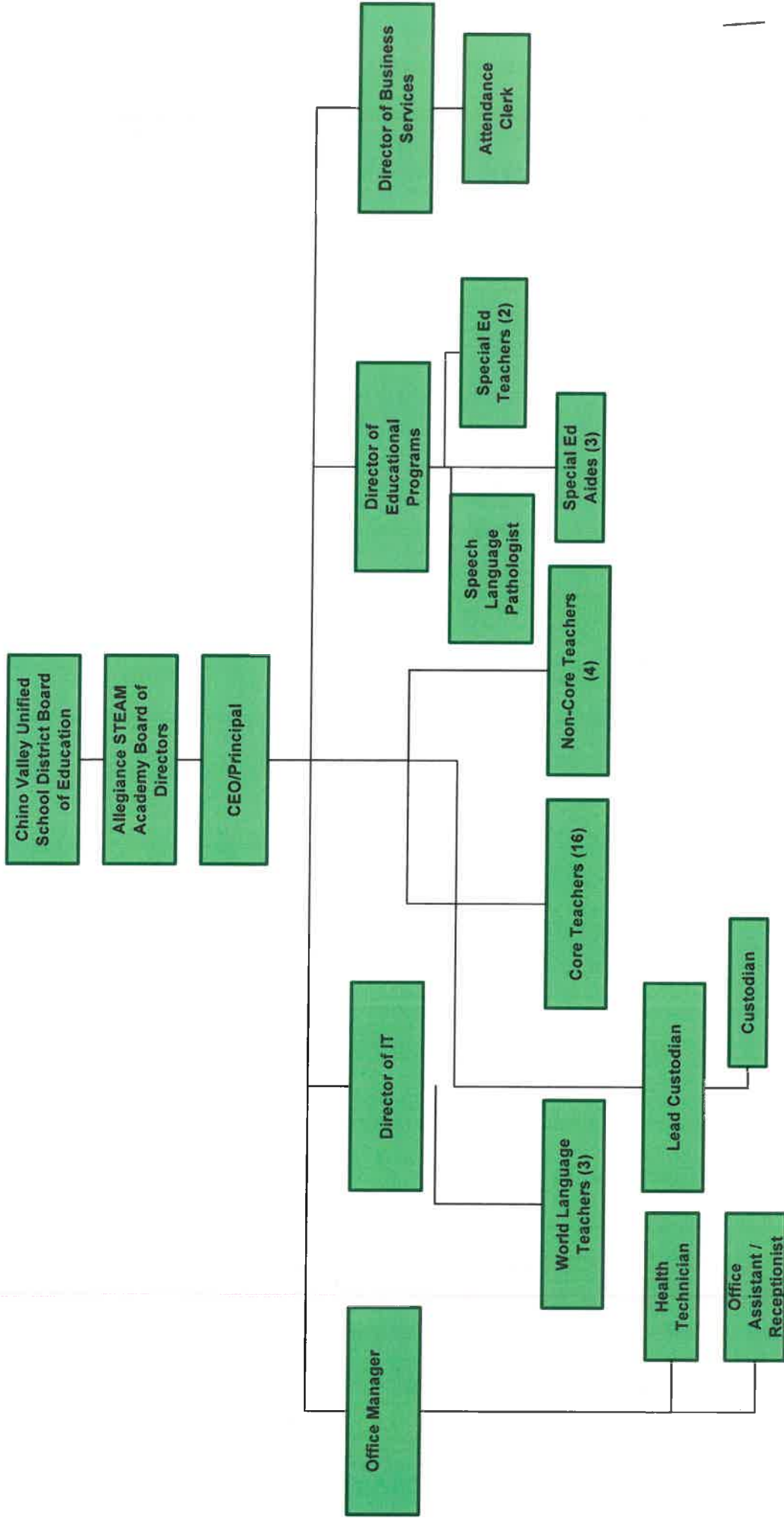
	School Closed/ Holidays		In-Service Day (no school for students)
	Minimum Day		First and Last Day of School

Important Dates

August 13-24	School year launch, staff professional development
August 27	First Day of School
October 8-10	Minimum Days: Student, Guardian, Teacher Triad Meetings
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February 15	In-Service Day (no school for students)
March 25-29	Spring Break
June 5-7	Minimum Days: Student-led Conferences
June 13	Last Day of School
June 14	In-Service Day (no school for students)



ASA THRIVE ORGANIZATIONAL CHART





NON-DISCRIMINATION IN EMPLOYMENT POLICY

The Allegiance STEAM Academy Board of Directors, is dedicated to provide a positive work environment where employees and job applicants are assured of equal access and opportunities and are free from harassment in accordance with law. The Board of Directors prohibits any employees from discriminating against or harassing any other employee or job applicant on the basis of the person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, or sexual orientation or association with a person or group with one or more of these actual or perceived characteristics.

Prohibited discrimination consists of the taking of any adverse employment action against a person, including termination or denial of promotion, job assignment, or training, or in discriminating against the person in compensation, terms, conditions, or other privileges of employment based on any of the prohibited categories of discrimination listed above.

The prohibition against discrimination based on the religious creed of an employee or job applicant includes any discrimination based on the person's religious dress or grooming practices or any conflict between the person's religious belief, observance, or practice and an employment requirement. In accordance with Government Code 12940, prohibited discrimination on the basis of religious creed also includes the district's failure or refusal to use reasonable means to accommodate an employee's or job applicant's religious belief, observance, or practice which conflicts with an employment requirement.

However, Allegiance STEAM Academy shall not accommodate an employee's religious dress practice or religious grooming practice if it requires segregation of the individual from other employees or the public or if it would result in a violation of this policy or any law prohibiting discrimination. The prohibition against discrimination based on the sex of an employee or job applicant shall include any discrimination based on the person's pregnancy, childbirth, breastfeeding, or any related medical conditions. (Government Code 12926 and Government Code 12940)

Harassment consists of any unwelcome verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above and that is so severe or pervasive that it adversely affects an individual's employment opportunities, has the purpose or effect of unreasonable interfering with the individual's work performance, or creates an intimidating hostile, or offensive work environment.

The Board of Directors also prohibits retaliation against any Allegiance STEAM Academy employee or job applicant who complains, testifies, assists, or in any way participates in the Allegiance STEAM Academy's complaint procedures instituted pursuant to this policy. No employee or job applicant who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940)

Any Allegiance STEAM Academy employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

The following position is designated as Coordinator for Nondiscrimination in Employment:

Chief Executive Officer (CEO)
PO Box 2414
Chino, CA 91708
TBD

Any employee or job applicant who believes they have been or is being discriminated against or harassed in violation of Allegiance STEAM Academy's policy should, immediately contact his/her supervisor, or the CEO who shall advise the employee or applicant about Allegiance STEAM Academy's procedures for filing, investigating, and resolving any such complaint. Complaints regarding employment discrimination or harassment shall immediately be investigated.

Any supervisory employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to the CEO as soon as practical after the incident. All other employees are to report such incidents to their supervisor immediately.

The CEO or designee shall use appropriate means to reinforce Allegiance STEAM Academy's nondiscrimination policy. The CEO shall provide training and information to employees about how to recognize harassment and discrimination, how to respond appropriately, and components of Allegiance STEAM Academy's policies and regulations regarding discrimination. The CEO shall regularly review Allegiance STEAM Academy's employment practices and, as necessary, shall take action to ensure compliance with the nondiscrimination laws.

Notifications:

Allegiance STEAM Academy's policy shall be posted in the school office and staff lounge.

Discriminatory Harassment

Harassment is unwelcome conduct based on a person's actual or perceived race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex or

