



ALLEGIANCE STEAM ACADEMY

SPECIAL MEETING OF THE BOARD OF DIRECTORS

April 29, 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 April 29, 2018.

Recommended the Board of Directors approve the Agenda for Special Board Meeting for April 29, 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 Regular Meeting of the Board of Directors March 25, 2018
2. Minutes for Regular Meeting of the Board of Directors April 8, 2018
3. Minutes for Regular Meeting of the Board of Directors April 22, 2018

C. ITEMS SCHEDULED FOR DISCUSSION/ACTION:

- 1. **Chino Valley Unified School District’s March 30, 2018 Final Notification of Facilities Offered to Allegiance STEAM Academy-Thrive, in Response to Allegiance’s October 30, 2017, Proposition 39 Facilities Request**

See attached

It is recommended the Board of Directors:

- a. Approve, accept, agree to, adopt, sign and return the Chino Valley Unified School District’s March 30, 2018 Final Notification of Facilities Offered to Allegiance STEAM Academy-Thrive, in Response to Allegiance’s October 30, 2017, Proposition 39 Facilities Request

Motion: _____ Second: _____ Roll Call: _____

- 2. **Board of Directors Code of Ethics**

See attached

It is recommended the Board of Directors:

- a. Approve and adopt the Board of Directors Code of Ethics

Motion: _____ Second: _____ Roll Call: _____

- 3. **Complaints Concerning Discrimination in Employment Policy**

See attached

It is recommended the Board of Directors:

- a. Approve and adopt the Complaints Concerning Discrimination in Employment Policy

Motion: _____ Second: _____ Roll Call: _____

- 4. **Public Records Requests- Public Records Act Policy**

See attached

It is recommended the Board of Directors:

- a. Approve and adopt the Public Records Requests-Public Records Act Policy

Motion: _____ Second: _____ Roll Call: _____

5. Board of Directors Code of Ethics

See attached

It is recommended the Board of Directors:

- a. Approve and adopt the Board of Directors Code of Ethics

Motion: _____ Second: _____ Roll Call: _____

6. Health and Safety Policy

See attached

It is recommended the Board of Directors:

- a. Approve and adopt the Health and Safety Policy

Motion: _____ Second: _____ Roll Call: _____

7. Certificated Employee Calendar

See attached

It is recommended the Board of Directors:

- a. Approve and adopt the Certificated Employee Calendar

Motion: _____ Second: _____ Roll Call: _____

8. Positive Work Calendar

See attached

It is recommended the Board of Directors:

- a. Approve and adopt the Positive Work Calendar

Motion: _____ Second: _____ Roll Call: _____

D. ADJOURNMENT

It is recommended the Board of Directors:

- a. Adjourn the Special Board Meeting for April 29, 2018 at _____

Motion: _____ Second: _____ Roll Call: _____



ALLEGIANCE STEAM ACADEMY REGULAR MEETING OF THE BOARD OF DIRECTORS

**March 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 held 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 25, 2018.

Motion (Rall), second (Choi), motion carried by a vote of 4-0 to approve the agenda for the Regular meeting of the Board of Directors for March 25, 2018.

II. Open Session:

A. COMMUNICATIONS

1. Comments from Board of Directors

Samantha Odo thanked the volunteers who walked the neighborhood on Saturday to gain more interest in the School.

Melanie Choi- No comments

Raquel Rall- No comments

Andrew Vestey- No comments

2. CEO's report

Dr. Cогnetta provided an update on enrollment. As of March 24th, there were over 750 applications and each grade level will require a lottery.

Callie Moreno provided an update on teachers and staff. She stated they began working on their educational plan and the content areas.

Dr. Cогnetta said they held a job fair and it was successful. They have verbal commitments for 14 of the 16 teacher positions. Dr. Cогnetta said on April 6th, we will receive an answer from Desert/Mountain SELPA regarding our acceptance. Dr. Cогnetta said April 8th is our lottery and it is open to the public. Dr. Cогnetta said he has been listening to the community and their needs. Dr. Cогnetta said this has helped shape the development of the school. Dr. Cогnetta said after sitting in the Founding member interviews he realized how this community is unique and thanked everyone for the work they have done this far to get to the point we are at. Dr. Cогnetta said the School wouldn't be where it is at if it wasn't for the contributions by all.

B. ITEMS SCHEDULED FOR CONSENT:

1. Minutes for February 18, 2018

2. Minutes for February 25, 2018

3. Minutes for March 11, 2018

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

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.

Motion (Vestey), second (Odo), motion carried by a vote of 4-0 to approve and confirm the Founding members group, recommended by the Ad Hoc Committee and CEO: Ann Berkesel, Margarito Cosio, Dara Diamond, Raquel Diaz, Erica and Maria Hasanoff, Ross Higgins, Karen Kabandama, Mindy Moon, Elena Munoz, Melissa Solomon, Bernadette Stroud, Adriana Tabernerero, Diana Urbina, Anthony and Jeannette Valenzuela, Jason and Bridgette Watts.

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

Motion (Odo), second (Choi), motion carried by a vote of 4-0 to approve the contract for services with Regur Development Group, Inc. to serve as grant writer for the PCSGP Application.

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

Motion (Vestey), second (Odo), motion carried by a vote of 4-0 to contract for services with Callie Moreno for duties related to Director of Educational Programs.

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.

Rebecca Garcia spoke in favor of calendar draft #2, which identified Fridays as minimum days because of the convenience for parents who will have children attending the school that are involved in extra-curricular activities.

Motion (Odo), second (Choi), motion carried by a vote of 4-0 to approve the draft version #2 for the 2019-2019 School Calendar for Allegiance STEAM Academy-Thrive.

5. Organizational Chart for Allegiance STEAM Academy

Motion (Rall), second (Odo), motion carried by a vote of 4-0 to adopt and approve the Organizational Chart for Allegiance STEAM Academy.

6. **Non-Discrimination in Employment Policy**

Policy tabled by Chairman Vestey

C. ADJOURNMENT

Motion (Odo) and Second (Rall), motion carried 4-0 to adjourn the meeting.

Andrew Vestey, Board Chair, adjourned the Regular Meeting of the Board of Directors for March 25, 2018 at 7:46 pm.

Andrew Vestey, Board Chair

Vanessa Okamoto, Board Secretary



ALLEGIANCE STEAM ACADEMY REGULAR MEETING OF THE BOARD OF DIRECTORS

April 8, 2018

Minutes

I. Preliminary

A. Call to Order

The meeting was called to order by Board Chair at 7:01 pm.

The Regular Meeting of the Board of Directors of Allegiance STEAM Academy was held 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 April 8, 2018.

Motion (Odo), second (Raquel), motion carried by a vote of 5-0 to approve the agenda for the Regular meeting of the Board of Directors for April 8, 2018.

April 8, 2018

II. Open Session:

A. COMMUNICATIONS

1. Comments from Board of Directors

Sam Odo thanked Laura Vestey and Diana Urbina for the work during the lottery process.

Vanessa Okamoto thanked those who helped with the lottery and this was an exciting time for the School.

Melanie Choi also wanted to thank those who helped before and during the lottery.

Raquel Rall wanted to thank those who helped with the lottery. Rall said that different people shine on different days and she hopes people continue to shine and the school continues to shine.

Andrew Vestey also thanked those involved in the lottery. Vestey also mentioned ASA-Thrive was selected into the Desert/Mountain SELPA. Out of five schools who attempted to join the SELPA and only two were chosen. Vestey thanked Dr. Cognetta, Callie Moreno and Vanessa Okamoto for their hard work during the Desert/Mountain SELPA process.

2. CEO's report

Dr. Cognetta spoke about the Desert/Mountain SELPA application member Team of founding staff members have been meeting regarding the curriculum and are in the final stages of selecting the curriculum for the school. In the area of mathematics, staff has chosen Eureka Math and has reached out to the publisher for a quote for materials. Dr. Cognetta said the school has a budget of approximately \$220 per child. There is some curriculum that will be used digitally with a mix of textbooks. Dr. Cognetta said they have been meeting with Charter Impact regarding budget and setting up payroll. Dr. Cognetta said the Board will be presented with the bell schedule and the importance of a balance between home and school. Dr. Cognetta also spoke about homework and their strategic plan for homework for students. Dr. Cognetta also thanked Laura Vestey and Diana Urbina for their work before and during the lottery. Dr. Cognetta said most general education teachers have been hired and are continuing to hire the vacant positions.

April 8, 2018

B. ITEMS SCHEDULED FOR INFORMATION:

1. Public Charter School Grant Program Application

Dr. Cогnetta reviewed the grant application and the process of submitting the grant. Dr. Cогnetta also explained the process for the grant being submitted. Dr. Cогnetta said there are two phases of the grant. The first phase which includes personnel, capital outlay and professional development. The grant was built with a STEAM model in mind. Dr. Cогnetta said they looked at technology for students and teachers. It also included professional development for staff. Phase two includes professional development and additional capital outlay.

C. ITEMS SCHEDULED FOR DISCUSSION/ACTION:

1. Non-Discrimination in Employment Policy

Motion (Okamoto), second (Choi), motion carried by a vote of 5-0 to approve the Non-Discrimination in Employment Policy.

2. 2018-2019 Daily Schedule

Motion (Odo), second (Rall), motion carried by a vote of 5-0 to approve the 2018-2019 Daily Schedule.

3. Medical Benefits for Eligible Employees

Maria Cumsille called in to provide the Board information regarding the different options available with medical benefit providers. Maria recommended ASA hire two employees by mid-May so the medical benefits will be available by September 1st. Maria also recommended choosing one provider, as some of the providers will not allow us to choose them, based on the size of the organization.

Motion (Vestey), second (Rall), motion carried by a vote of 5-0 to direct Dr. Cогnetta to work with Maria Cumsille to obtain information from proposed staff if they will be obtaining medical benefits through ASA and which medical provider they prefer.

C. ADJOURNMENT

Motion (Odo) 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 April 8, 2018 at 8:05 pm.

ALLEGIANCE STEAM ACADEMY REGULAR MEETING-
Minutes

April 8, 2018

Andrew Vestey, Board Chair

Vanessa Okamoto, Board Secretary



ALLEGIANCE STEAM ACADEMY REGULAR MEETING OF THE BOARD OF DIRECTORS

April 22, 2018

MINUTES

I. Preliminary

A. Call to Order

The meeting was called to order by Board Chair at 7:01 pm.

The Regular Meeting of the Board of Directors of Allegiance STEAM Academy was held 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

Prior to the adjournment of the meeting, Bernadette Stroud requested to speak about donations. Mrs. Stroud addressed the Board regarding donations she has received from reaching out to family and friends, also from the Easter Egg fundraiser she conducted. Mrs. Stroud said she had a list of who donated money from letters she had sent out and the Easter Egg fundraiser.

D. Approval of Agenda for Board Meeting for April 22, 2018.

Motion (Odo), second (Choi), motion carried by a vote of 4-0 to approve the agenda for the Regular meeting of the Board of Directors for April 22, 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. Cognetta said ASA-Thrive received the final offer from CVUSD regarding Prop. 39 facilities request. Dr. Cognetta said he likes the offer, but would like some language changed to protect the school. Dr. Cognetta said he's been speaking with Charter Impact regarding our finances and said we are looking at drawing additional money from Charter Asset Management. Dr. Cognetta also said Charter Impact is working on a revised budget. Dr. Cognetta said he conducted a survey, as directed, regarding staff's participation in the medical benefit program. He also stated Kaiser would not accept us at this time, due to the size of the organization. Dr. Cognetta said he recently met with Supt. Joseph and Deputy Supt. Norm Enfield regarding several items. He stated CVUSD has offered to purchase furniture for the school sight. Callie Moreno and Diana Urbina attended training regarding our Student Information System to begin the registration process. Dr. Cognetta advised a group will be attending an informational session for a potential food services provider. Dr. Cognetta said they have also been in discussions with a before and after school care provider called Think Together, which seems to be a good fit for the school.

B. ITEMS SCHEDULED FOR INFORMATION:

1. Steam Unit Design Template

2. Benchmark Assessments

3. Instructional Materials

Dr. Cognetta provided an overview of benchmark assessments and STEAM Unit Design Template. Dr. Cognetta said the curriculum has not been finalized because more input is needed from the staff. The STEAM template will be focused on an intentional plan. It will help the student prepare for their future.

Callie Moreno reviewed the STEAM Unit Design Template, Benchmark Assessments and the Instructional Materials. The STEAM Unit Design Template is a template to build a project-based STEAM learning unit. The template covers standards across multiple disciplines. The template includes 21st century skills and an authentic

audience to present to. The Benchmark Assessments are all researched and evidence based. Moreno received input from the incoming teachers for the Benchmark Assessments. The Instructional Materials were chosen based on meetings with the incoming teachers. Some of the curriculum would be teacher created based on the subject. History and Science is still being discussed by the team.

Dr. Cognetta said they have been in discussions with the publishers to work out a quote for the materials and should have information for the Board soon.

C. ITEMS SCHEDULED FOR DISCUSSION/ACTION:

1. Medical Benefits for Eligible Employees

Motion (Vestey), second (Odo), motion carried by a vote of 4-0 to select Blue Shield as the medical benefit provider for eligible employees.

2. Approval of Local Education Agency Membership to the Desert/Mountain Charter Special Education Local Plan Area

Motion (Okamoto), second (Choi), motion carried by a vote of 4-0 to approve and accept the terms as presented, for Allegiance STEAM Academy-Thrive's acceptance into the Desert/Mountain Charter Special Education Local Plan Area.

D. ADJOURNMENT

Motion (Odo) and Second (Choi), motion carried 4-0 to adjourn the meeting.

Andrew Vestey, Board Chair, adjourned the Regular Meeting of the Board of Directors for April 22, 2018 at 7:30 pm.

Andrew Vestey, Board Chair

Vanessa Okamoto, Board Secretary



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BOARD OF EDUCATION: Andrew Cruz • Pamela Feix • Irene Hernandez-Blair • James Na • Sylvia Orozco • SUPERINTENDENT: Wayne M. Joseph

March 30, 2018

VIA ELECTRONIC & CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Allegiance STEAM Academy-Thrive Charter School
P.O. Box 2414
Chino, CA 91708
sebastian.cognetta@asathrive.org

Attention: Dr. Sebastian Cognetta
Chief Executive Officer

Re: **Chino Valley Unified School District's March 30, 2018 Final Notification of Facilities Offered to Allegiance STEAM Academy-Thrive, in Response to Allegiance's October 30, 2017 Proposition 39 Facilities Request**

Dear Dr. Cognetta:

The Chino Valley Unified School District (the "District" or "CVUSD") is in receipt of Allegiance STEAM Academy-Thrive's ("ASA") March 1, 2018 response to the District's January 31, 2018 Preliminary Proposal of Facilities pursuant to Proposition 39 ("Response").

The District has carefully considered ASA's facilities request and provides this Final Notification of Facilities Offered, in compliance with the requirements of Propositions 39 and its implementing regulations: California Education Code section 47614 and California Code of Regulations, title 5, section 11969, et seq.

The District hereby makes this Final Notification of Facilities Offered ("Final Notification") of the former El Rancho school site, located at 5862 C Street, Chino, California 91710, for ASA's use for the 2018-2019 school year, contingent upon ASA's satisfaction of all the conditions enumerated in the January 15, 2018 *CVUSD First Amended Resolution No. 2017/2018-34* and ASA's full compliance with the January 15, 2018 *First Amended Charter School Memorandum of Understanding between CVUSD and ASA*.

I. FACTORS CONSIDERED

The District considered the following factors in making this March 30, 2018 Final Notification of Facilities Offered to ASA:

1. ASA's stated preference to house its entire projected student population on a single campus, rather than split between multiple school sites.
2. ASA's stated preference to occupy the former El Rancho school site, located at 5862 C Street, Chino, California 91710, as identified at page 119 of the October 16, 2017 ASA charter petition and at page 9 of the ASA's Request for Proposition 39 Facilities for the 2018-2019 School Year ("October 30, 2017 Proposition 39 Facilities Request"), in addition to the legal requirement that the District use reasonable efforts to place ASA near its requested location.
3. Information concerning ASA's educational program, to the extent relevant for the assignment of facilities, pursuant to this Final Notification of Facilities Offered.
4. The ability of the offered site to meet Proposition 39's definition of "reasonably equivalent" in relation to a comparison group of District schools, serving similar grade levels as ASA.
5. The ability of the offered site to accommodate ASA's future needs, in the event ASA's current enrollment increases.
6. The District's obligation to consider equally the needs of ASA's projected in-District student population and the needs of the District's regular program students, to ensure a fair allocation.
7. The District's need to balance the needs of current and future educational programs, to maximize benefits for the CVUSD community.
8. ASA's March 1, 2018 Response to Proposition 39 Preliminary Proposal (2018-19) ("ASA's March 1, 2018 Response") contained ASA's counterproposal.

II. BASIS AND METHODOLOGY FOR FINAL NOTIFICATION OF REASONABLY EQUIVALENT FACILITIES OFFERED

Proposition 39, as codified in California Education Code section 47614(b) and implemented pursuant to California Code of Regulations, title 5, section 11969, et seq., requires a

school district to make district facilities available to each charter school that submits a valid and complete Proposition 39 facilities request, subject to certain conditions.

California Code of Regulations, title 5, section 11969.9(h) states:

“On or before April 1, having reviewed any concerns and/or counter proposals made by the charter school pursuant to subdivision (g), the school district shall submit in writing a final notification of the space offered to the charter school. The notification shall include a response to the charter school's concerns and/or counter proposals (if any).”

California Code of Regulations, title 5, section 11969.9(h) also identifies what the District's Final Notification must contain.

A. The District's Response to ASA's Concerns and/or Counterproposals

California Code of Regulations, title 5, section 11969.9(h) directs the District to include *“a response to the charter school's concerns and/or counterproposals”* in the District's Final Notification of Facilities Offered.

The District therefore responds to ASA's concerns and/or counterproposals as follows:

1. El Rancho School Site

ASA's March 1, 2018 Response contains a counterproposal that *“the District allocate [ASA] the entire former El Rancho school site if the Sycamore petition is not approved by the March 15 deadline.”* ASA's Response correctly admits that ASA's projections *“[do] not entitle [ASA] to the whole campus under the Proposition 39 calculations.”*

The District respectfully declines to allocate ASA the entire former El Rancho school site. The District's Final Notification is based on ASA's unsubstantiated in-District ADA of 414.20 for the 2018-2019 school year. Under Education Code section 47614, the District *only* has to provide reasonably equivalent facilities to accommodate ASA's in-District ADA, not any future ADA.

The District notes that if ASA's actual in-District classroom ADA is less than ASA's projected in-District classroom ADA upon which this facilities allocation was based, ASA may be subject to an over-allocation reimbursement fee pursuant to California Code of Regulations, title 5, section 11969.8(a).

Because the proposed Sycamore Preparatory Academy charter school petition was not granted on appeal by the California State Board of Education by March 15, 2018, the District

acknowledges that the proposed Sycamore Preparatory Academy charter school will not be sharing the El Rancho school site with ASA for the 2018-2019 school year.

The District therefore modifies its Preliminary Proposal of Facilities and makes this Final Notification to include ASA's use of sixteen (16) classrooms, two classrooms for Transitional Kindergarten and Kindergarten students, fourteen classrooms for students in first grade through eighth grade, fifty-two (52) parking spots, multipurpose room, playgrounds/playing fields, basketball courts, science lab, outdoor eating area, serving kitchen, teacher lounge, restrooms (four (4) boys restrooms, four (4) girls restrooms, one (1) unisex staff restroom, nine (9) single use restrooms), office space, and locker rooms as depicted by the diagram of the El Rancho school site, attached as **Exhibit A**.

ASA's October 30, 2017 Proposition 39 Facilities Request requested volleyball courts, an art room, psychologist/counseling room, resource specialist room, and speech room. The District's Final Notification includes ASA's use of two (2) regulation basketball courts with a removable volleyball net, and four (4) additional classrooms suitable for these uses.

The District's Final Notification meets and exceeds the District's legal obligation to provide reasonably equivalent facilities to ASA.

2. Custodial Services, Landscaping, Maintenance, and Security

ASA's March 1, 2018 Response contends that, "[b]y granting ASA Thrive the full campus for next year, [ASA] would be able to assume responsibility for providing the custodial, landscape, and some maintenance at the site, as well as security, rather than splitting these responsibilities with the District year-after-year."

The District respectfully declines to give ASA responsibility "*for providing the custodial, landscape, and some maintenance at the site, as well as security.*"

The District reaffirms its position regarding maintenance, custodial services, landscaping, and security from the District's January 31, 2018 draft *Facilities Memorandum of Understanding*:

- The District shall be responsible for the ongoing operations and maintenance, "deferred maintenance" of the facilities, and landscaping.
- ASA shall be responsible for all custodial services.
- ASA shall not modify or remove any landscaping or trees from the school site in any manner, unless ASA receives written permission from the District.

- The District is responsible for ensuring the security of the school site through security systems and devices, including, but not limited to, locks, gates, and at the District's option, a monitored security system. ASA is required, at all times, to maintain the security of the school site by the proper use of all such security systems and devices. ASA is strictly prohibited from changing, modifying or installing any locks and keys or padlocks.

The District will add language to the *Final Facilities Memorandum of Understanding* that the District shall be responsible for all landscaping or grounds keeping at the El Rancho school site.

3. Multi-Year Alternative Agreement

ASA's March 1, 2018 Response also proposes "entering a multi-year alternative agreement with the District that runs co-terminus with [ASA's] charter," and suggests "negotiating a five-year facilities agreement."

California law does not require a school district to enter into anything more than the proposed one-year term for facilities use agreements with charter schools. In fact, the Education Code contemplates the filing of Proposition 39 requests by charter schools and the District's response through each year.

Education Code section 47614(b)(2) states:

"Each year each charter school desiring facilities from a school district in which it is operating shall provide the school district with a reasonable projection of the charter school's average daily classroom attendance by in-district students for the following year. The district shall allocate facilities to the charter school for that following year based upon this projection." (Emphasis added.)

The District hereby reaffirms ASA's use of the El Rancho school site, starting on July 15, 2018.

Moreover, a conditional charter precludes multi-year facilities agreements. On January 8, 2018, the CVUSD Board of Education adopted the January 15, 2018 *CVUSD First Amended Resolution No. 2017/2018-34*, amending the December 14, 2017 CVUSD Resolution No. 2017/2018-33. The December 14, 2017 CVUSD Resolution No. 2017/2018-33 conditionally granted the ASA's October 16, 2017 charter school petition, for two fiscal years, commencing on July 1, 2018 and ending on June 30, 2020. The District cannot enter into a five-year facilities agreement when ASA only has a conditionally granted charter for a two-year term.

Accordingly, the District respectfully declines to enter into a “*multi-year alternative agreement . . . that runs co-terminus with [ASA’s] charter.*”

4. Draft Facilities Memorandum of Understanding

The District notes that ASA’s March 1, 2018 Response failed to identify any provisions in the draft *Facilities Memorandum of Understanding*, which was attached to the District’s January 31, 2018 Preliminary Proposal of Facilities, that were unacceptable to ASA and to provide any counterproposals. Because ASA’s March 1, 2018 Response contained no objections to the draft *Facilities Memorandum of Understanding*, the District understands that ASA has accepted the draft *Facilities Memorandum of Understanding* and will agree to the terms of the *Final Facilities Memorandum of Understanding* by May 1, 2018.

B. The District’s Final Notification Of Facilities Offered

Pursuant to California Code of Regulations, title 5, section 11969.9(h), the District is required to

“submit in writing a final notification of the space offered to the charter school. . . . The notification shall specifically identify:

- (1) the teaching station, specialized classroom space, and non-teaching station space offered for the exclusive use of the charter school and the teaching station, specialized classroom space, and non-teaching station space to which the charter is to be provided access on a shared basis with the district-operated programs;*
- (2) for shared space, the arrangements for sharing;*
- (3) the in-district classroom ADA assumptions for the charter school upon which the allocation is based and, if the assumptions are different than those submitted by the charter school pursuant to subdivision (e), a written explanation of the reasons for the differences;*
- (4) the specific location or locations of the space;*
- (5) all conditions pertaining to the space;*
- (6) the pro rata share amount; and*

- (7) *the payment schedule for the pro rata share amount, which shall take into account the timing of revenues from the state and from local property taxes.”*

The District fully complies with section 11969.9(h) as set out below:

1. Space Offered

The following teaching stations, specialized classroom space, and non-teaching stations located at the former El Rancho school are offered to ASA for ASA's use in operating its educational program during the 2018-2019 school year, including:

- Sixteen (16) classrooms: two (2) classrooms for TK/K students (Rooms 1, 2) and fourteen (14) classrooms for first through eighth grade students (Rooms 3 – 16);
- Four (4) additional classrooms for an art room, psychologist/counseling room, resource specialist room, and speech room (Rooms 17 – 20),
- Fifty-two (52) parking spots,
- Multipurpose room,
- Playgrounds/ playing fields,
- Two (2) basketball courts with removable volleyball net,
- Science lab,
- Outdoor eating area,
- Serving kitchen,
- Teacher's lounge,
- Restrooms (four (4) boys restrooms, four (4) girls restrooms, one (1) unisex staff restroom, nine (9) single use restrooms),
- Office space,
- Locker rooms,
- Storage space

2. Arrangements for Sharing Space

Because the District is not currently requesting that ASA share any teaching stations, specialized classroom space, or non-teaching station space with any District-operated programs, or other charter schools, there are no arrangements to be made for shared space.

3. In-District Classroom ADA Assumptions

California Code of Regulations, title 5, section 11969.3(b)(1) states:

“Charter school ADA shall be determined using in-district classroom ADA projected for the fiscal year and grade levels for which facilities are requested”

At page 28 of ASA’s October 16, 2017 charter school petition, ASA charter petitioners projected that the charter school shall have 480 full-time equivalent students committed to be enrolled in the Charter’s first school year.

At page 2 of ASA’s October 30, 2017 Proposition 39 Facilities Request, ASA contends that a reasonable projection of ASA’s in-District Classroom ADA is 410.40 for the 2018-2019 school year, and 456 Total ADA. However, at page 6 of ASA’s October 30, 2017 Proposition 39 Facilities Request, ASA contends that the projection of in-District Classroom ADA for the 2018-2019 school year is 414.20.

In ASA’s January 2, 2018 Response, ASA reaffirms that its projection of in-District Classroom ADA for the 2018-2019 school year is 414.20, and not 410.40.

The District conducted a thorough review of ASA’s “Intent to Enroll” forms submitted by ASA along with ASA’s October 30, 2017 Proposition 39 Facilities Request. The District’s analysis projected ASA’s in-District ADA for the 2018-2019 school year to be 221.35, and made this determination by considering the number of “Intent to Enroll” forms for the 2018-2019 school year submitted with ASA’s Proposition 39 Facilities Request, excluding those that were illegible, incomplete, duplicate, or for pupils residing outside of the District’s attendance area.

The District’s in-District ADA projection of 221.35 is not arbitrary, capricious, lacking in evidentiary support, nor was it made without due regard to ASA’s legal rights. The District considered all of the required factors when reviewing ASA’s submitted “Intent to Enroll” forms, and demonstrated a rational connection to its in-District ADA projections by excluding ASA’s “Intent to Enroll” forms that could not be substantiated.

For the purposes of the District's January 31, 2018 Preliminary Proposal of Facilities, the District offered ASA reasonably equivalent facilities for 414.20 in-District ADA.

The District has based its Final Notification upon the assumption that ASA will have 414.20 in-District ADA enrolled for the 2018-2019 school year.

4. Specific Location(s) of the Space

The facilities offered to ASA for use in operating its educational program during the 2018-2019 school year are located at 5862 C Street in Chino, California 91710.

5. Conditions Pertaining to the Space

The District previously provided ASA with a draft *Facilities Memorandum of Understanding* pursuant to California Code of Regulations, title 5, section 11969.9(f), which states:

"Including a draft of any proposed agreement pertaining to the charter school's use of the space."

The *Final Facilities Memorandum of Understanding*, **Exhibit B**, when entered into between the District and ASA, shall govern the District's relationship with ASA during the term of the agreement regarding the District's provision of facilities to ASA.

6. Actual Costs of Supervisorial Oversight

Education Code section 47613 states:

"(b) A chartering authority may charge for the actual costs of supervisorial oversight of a charter school not to exceed 3 percent of the revenue of the charter school if the charter school is able to obtain substantially rent free facilities from the chartering authority.

(f) For purposes of this section, 'revenue of the charter school' means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Section 42238.02, as implemented by 42238.03.

(g) For purposes of this section, 'costs of supervisorial oversight' include, but are not limited to, costs incurred pursuant to Section 47607.3."

Because this Final Notification provides ASA with substantially rent free facilities from the District, ASA's chartering authority, the District may charge ASA for the actual costs of supervisory oversight.

The District will therefore charge ASA for the actual costs of supervisory oversight, as defined by Education Code section 47613, not to exceed three percent (3%) of ASA's revenue of the charter school for the 2018-2019 school year.

7. *Payment Schedule*

As above, because the District will provide ASA with "*substantially rent free*" facilities for the one-year term of the final *Facilities Memorandum of Understanding*, the District will charge ASA a supervisory oversight fee at a rate of three percent (3%) of ASA's revenue pursuant to Education Code section 47613(b).

The District shall invoice ASA for the three percent (3%) oversight fee payable under Education Code section 47613 quarterly on September 30, 2018, December 30, 2018, March 31, 2019, and June 30, 2019.

Payment from ASA to the District will be due within 15 calendar days from the date of the invoice.

III. ADDITIONAL TERMS AND CONDITIONS

A. Over-Allocation Fee

The District reserves the right to seek reimbursement from ASA for over-allocated space in accordance with California Code of Regulations, title 5, section 11969.8(a) based upon inaccurate enrollment projections by ASA.

California Code of Regulations, title 5, section 11969.8(a) provides:

"Space is considered to be over-allocated if (1) the charter school's actual in-district classroom ADA is less than the projected in-district classroom ADA upon which the facility allocation was based and (2) the difference is greater than or equal to a threshold ADA amount of 25 ADA or 10 percent of projected in-district classroom ADA, whichever is greater. . . . The reimbursement amount owed by the charter school for over-allocated space shall be equal to (1) this rate times the difference between the charter school's actual in-district classroom ADA and the projected in-district classroom ADA

upon which the facility allocation was based, less (2) this rate times one-half the threshold ADA.”

If ASA’s actual in-District classroom ADA is less than ASA’s projected in-District classroom ADA upon which this facility allocation was based, ASA may be subject to an over-allocation reimbursement fee for the 2018-2019 school year.

The District’s allocation of additional space to ASA shall not in any way affect the District’s rights to reimbursement for over-allocated space based upon ASA’s inaccurate enrollment projections.

B. Same Condition as Received

Upon the expiration or earlier termination of the *Facilities Memorandum of Understanding*, ASA shall restore and surrender the Premises in the same condition as received, including all furnishings and equipment provided to ASA by the District, unless otherwise directed by the District.

No fixtures as defined by California Civil Code section 660 shall be removed by ASA.

C. Contingency of Final Notification of Facilities Offered

Pursuant to California Code of Regulations, title 5, section 11969.9(i), ASA

*“must notify the school district in writing whether or not it intends to occupy the offered space. This notification must occur by **May 1 or 30 days after the school district notification pursuant to subdivision (h), whichever is later.**”* (Emphasis added.)

The District’s April 1, 2018 Final Notification to ASA is contingent upon ASA’s acceptance of the District’s April 1, 2018 Final Notification, no later than May 1, 2018, or thirty (30) working days after the District’s notification, whichever is later.

The District will provide the space allocated as required by California Code of Regulations, title 5, section 11969.9(j), in the District’s April 1, 2018 Final Notification, by July 15, 2018, but only if ASA successfully satisfies all the conditions set forth in the January 15, 2018 *CVUSD First Amended Resolution No. 2017/2018-34* and fully complies with the January 15, 2018 *First Amended Charter School Memorandum of Understanding between CVUSD and ASA*.

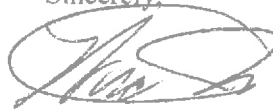
The District’s Final Notification of Facilities Offered is **only** valid for the 2018-2019 school year. The District will require ASA to enter into the *Final Facilities Memorandum of*

Dr. Cognetta
March 30, 2018
Page 12

Understanding, as attached, with the District, prior to ASA's acceptance of the District's Final Notification.

Upon execution of the *Final Facilities Memorandum of Understanding*, ASA's right to use the El Rancho school site shall begin July 15, 2018 upon the execution of the *Facilities Memorandum of Understanding* and shall terminate on the expiration of the *Facilities Memorandum of Understanding* on June 30, 2019.

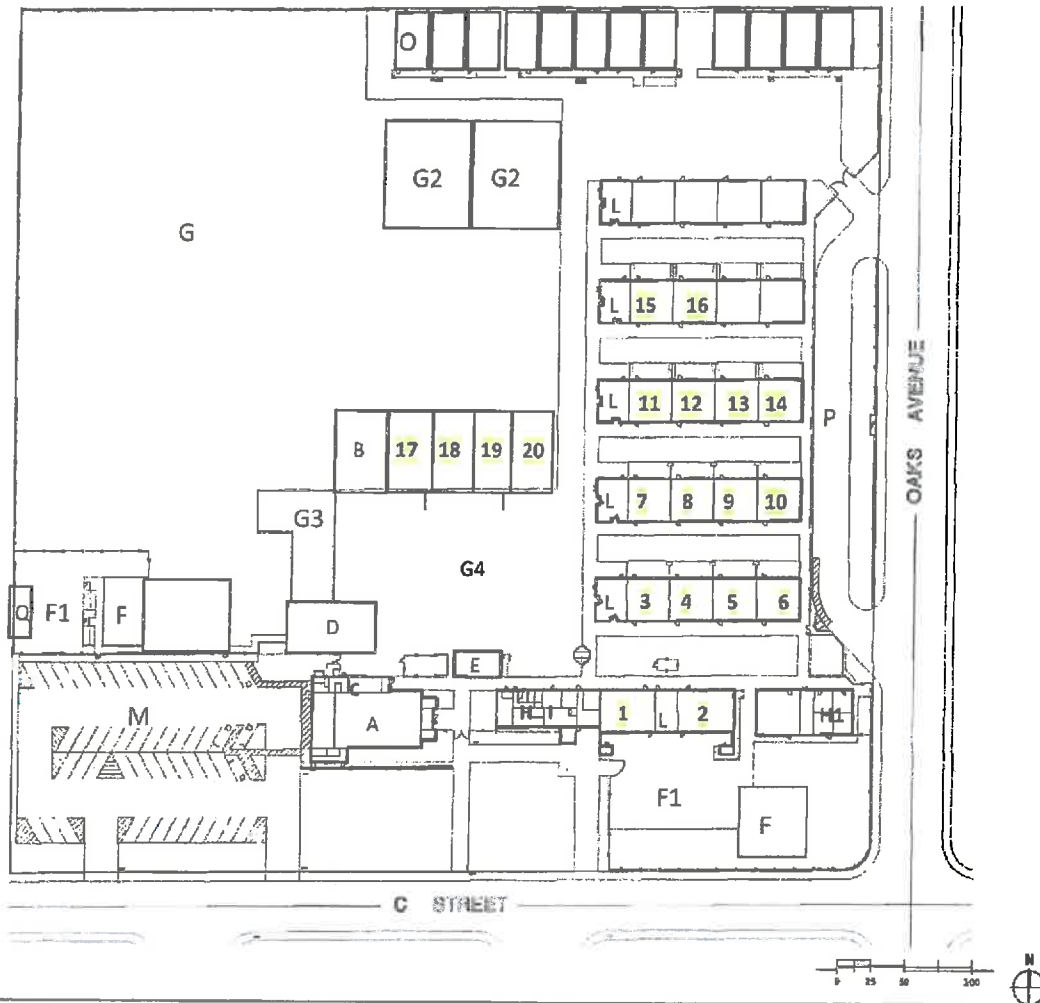
Sincerely,

A handwritten signature in black ink, appearing to read "Wayne Joseph", written in a cursive style.

Mr. Wayne Joseph
Superintendent
Chino Valley Unified School District

Attachment: *Exhibit A – Site Plan*
Exhibit B – Final Facilities Memorandum of Understanding

SITE PLAN – EL RANCHO SCHOOL SITE



ASA's Allowed Facility Use

- 20 Classrooms (TK and K students: Rooms 1, 2; 1st - 8th grade students: Rooms 3 - 16; other classrooms: Rooms 17 - 20)
- MPR (A)
- Science Lab (B)
- Kitchen (C)
- Outdoor Covered Lunch Area (D)
- Teacher's Lounge (E)
- Kindergarten Play Area (F), Kindergarten Asphalt Play Area (F1)
- Athletic Fields (G), 2 Regulation Basketball Courts (G2), Play Area (G3), Asphalt Play Area (G4)
- Administrative Office Building, including nurse station (H), Additional Office Space (H1)
- Staff Workroom (I)
- Restrooms (L) (eight (8) student restrooms, one (1) staff restroom, nine (9) single use restrooms)
- 52 Parking Spaces (M)
- Locker Rooms (O)
- Pick-up/Drop-off (P)
- Storage (Q)

FINAL
FACILITIES MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CHINO VALLEY UNIFIED SCHOOL DISTRICT AND
ALLEGIANCE STEAM ACADEMY
2018-2019

THIS FACILITIES MEMORANDUM OF UNDERSTANDING ("Agreement") is made by and between the Chino Valley Unified School District ("CVUSD" or "District"), a public school district organized and existing under the laws of the State of California, and Allegiance STEAM Academy-Thrive ("ASA"), a California non-profit public benefit corporation. The District and ASA may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, ASA is a non-profit public benefit corporation operating a grades TK-8 charter school conditionally granted by the Chino Valley Unified School District on December 14, 2017 for a term from July 1, 2018 to June 30, 2020;

WHEREAS, on October 30, 2017, ASA submitted to the District a request for facilities under the provisions of Education Code section 47614 and its implementing regulations as set forth in Title 5 of the California Code of Regulations section 11969.9(a) *et seq.* (the "Proposition 39 Request") for the 2018-2019 school year;

WHEREAS, on or before February 1, 2018, pursuant to the requirements of Education Code section 47614 and its implementing regulations, the District offered to provide ASA with facilities sufficient to house ASA's in-District students ("Preliminary Proposal");

WHEREAS, on or before April 1, 2018, pursuant to the requirements of Education Code section 47614 and its implementing regulations, the District sent ASA its Final Notification of Facilities Offered, which provides ASA with facilities sufficient to house ASA's in-District students ("Final Notification");

WHEREAS, the parties agree that this Agreement is contingent upon ASA's satisfaction of all the conditions enumerated in the January 15, 2018 CVUSD First Amended Resolution No. 2017-2018-34 and ASA's full compliance with the January 15, 2018 First Amended Charter School Memorandum of Understanding between CVUSD and ASA.

WHEREAS, the District and ASA enter into this Agreement for ASA to use facilities (the "Premises") located at 5862 C Street, Chino, California (formerly El Rancho Elementary) for the 2018-2019 school year **only**; and

WHEREAS, the parties do not intend this Agreement to constitute a lease of real property pursuant to Education Code section 17455 *et seq.*

NOW, THEREFORE, in consideration of the facilities use payments and of the covenants and agreements set forth to be kept and performed by ASA, the parties agree as follows:

1. Use of the Premises. The District agrees to allow ASA use of the Premises, for the sole purpose of operating the ASA educational program in accordance with ASA's charter petition.

ASA's right to use the Premises shall begin on July 15, 2018 and shall terminate on the expiration of this Agreement on June 30, 2019 (the "Term"). The agreed use of the Premises does not extend to any other use including the use of the Premises or the Premises' address by the operators of ASA's affiliates, other ASA non-profits, or any other entities. The District makes no guarantee or representation that the Premises will be available for any additional term beyond the current Term. The District retains all rights, including the right to move ASA in the future in conformity with the law.

A. Use. As depicted in Attachment "1," the facilities to be provided by the District to ASA for ASA's use for the Term include the following:

- i. Sixteen (16) classrooms: two (2) classrooms for TK/K students (Rooms 1, 2) and fourteen (14) classrooms for first through eighth grade students (Rooms 3 – 16);
- ii. Four (4) classrooms for an art room, psychologist/counseling room, resource specialist room, and speech room (Rooms 17 – 20),
- iii. Multipurpose Room ("MPR"), including kitchen/cafeteria;
- iv. Science Lab;
- v. Administrative Office Building, including nurse station, and additional office space;
- vi. Athletic Fields, Play Area, Asphalt Play Area;
- vii. Kindergarten Play Area, Kindergarten Asphalt Play Area;
- viii. Custodial rooms;
- ix. Restrooms (Four (4) boys restrooms, four (4) girls restrooms, one (1) unisex staff restroom, nine (9) single use restrooms);
- x. Parking lot, Pick-up/Drop-off Area;
- xi. Storage;
- xii. Outside covered lunch area;

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

- xiii. Two Regulation Basketball Courts with removable volleyball net;
- xiv. Locker rooms;
- xv. Serving kitchen; and
- xvi. Teacher lounge.

B. Reversion to District. Upon the termination or expiration of this Agreement by its terms, the right to use and occupation of the Premises and the facilities and District equipment thereon, if any, shall revert to the District, unless the Parties mutually negotiate a successor agreement, regarding ASA's continued use of the Premises for ASA's educational program. Upon termination of this Agreement, the District shall recoup the full rights and benefits of its ownership of the Premises, including, but not limited to, possession and use of the Premises for District programs and services.

C. Civic Center Act. ASA shall have primary use of the space allocated to ASA for the operation of its educational program pursuant to the ASA charter during its regular school hours; provided, however, that after 4:00 pm during each week and all day on weekends and holidays, the Premises shall be subject to use by the public pursuant to the Civic Center Act and/or any joint use or recreational program use that has been deemed appropriate by the District. ASA shall direct all individuals requesting Civil Center Act, joint use or recreational program use to contact the District to request the use of ASA's school facilities.

D. One Physical Location/Site. Pursuant to Education Code section 47605, a petition for the establishment of a charter school shall identify a single charter school that will operate within the geographic boundaries of a school district. A charter school may propose to operate at multiple sites within the school district, as long as each location is identified in the charter school petition. ASA shall not establish any additional physical locations and/or sites beyond the Premises.

E. Full and Complete Satisfaction. ASA agrees that the provision of the Premises pursuant to this Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities, including furnishings and equipment, to ASA under Education Code section 47614 and the Proposition 39 regulations for the Term. ASA agrees that, by accepting the Premises, ASA certifies that the District has fully and completely satisfied the District's obligation to provide facilities, including furnishings and equipment, to ASA under Education Code section 47614 and all Proposition 39 implementing regulations for the Term. ASA waives and forever releases the District regarding any allegation that the District has taken action to impede ASA from expanding its enrollment to meet pupil demand for the Term. Furthermore, ASA waives any rights it may have to subsequently object to the District's perceived failure to offer facilities, including furnishings and equipment, in accordance with applicable law and waives any rights it may have to challenge those aspects of the District's offer of facilities, including furnishings and equipment, that ASA believes violate the substantive or procedural requirements of Proposition 39 and its implementing regulations for the Term.

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F. **Enrollment.** The parties agree that during the Term of this Agreement ASA's enrollment shall be consistent with the enrollment set out at page 28 of ASA's charter petition.

G. **Furnishings and Utilities.** All facilities, furnishings, and equipment provided to ASA shall remain the property of the District, and shall be used for the sole purpose of operating ASA's educational program. During the Term of this Agreement, ASA shall request repair of facilities, furnishings and equipment (including, but not limited to desks, chairs, library books, servers, switches, security alarms, telephones, fixtures, and other technology, security, and telecommunications related hardware) consistent with District policies via the District's SchoolDude, online work order system. The District shall secure all necessary utility services (such as water, sewer, power, gas, pest and insect control, security monitoring/alarm, internet, telephone, cable, etc.) and bill ASA for 100% of all utility costs during the 2018-2019 school year.

H. **Allocation of Facilities.** Pursuant to the requirements of Proposition 39, the allocation of classrooms and space at the Premises to ASA is based upon an assumption of 414.20 in-District ADA for the 2018-2019 school year. In the event that the space allocated to ASA has been "overallocated" in accordance with 5 C.C.R. § 11969.8, ASA shall reimburse the District accordingly. As required under 5 C.C.R. § 11969.9(l), ASA must report actual ADA to the District every time that ASA reports ADA for apportionment purposes. The reports must include in-District and total ADA and in-District and total classroom ADA. ASA must maintain records documenting the data contained in the reports. These records shall be available on request by the District. Additionally, the District may request backup documentation confirming ASA's in-District ADA in a manner that is reasonably acceptable to the District at any time.

2. **Fees.**

A. The District shall provide ASA with "substantially rent free" facilities for the Term of this Agreement and shall charge ASA a supervisory oversight fee at a rate of three percent (3%) of the ASA's revenue pursuant to Education Code section 47613(b).

B. The District shall invoice ASA for the 3% oversight fee payable under Education Code section 47613 quarterly on September 30, 2018, December 30, 2018, March 31, 2019 and May 30, 2019. Payment from ASA to the District will be due in 15 calendar days from the date of the invoice.

3. **Maintenance.** All facilities provided to ASA shall remain the property of the District. The ongoing operations and maintenance of the facilities shall be the responsibility of the District. The District shall also be responsible for "deferred maintenance" of the Premises.

For purpose of this section, deferred maintenance projects shall be those that are major in scope and may involve a public works bid. Deferred maintenance includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and flooring systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. The District shall include ASA facilities on its deferred maintenance list in the same manner as it would include any other District facilities on the District's deferred maintenance list.

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ASA shall be responsible for all custodial services. ASA shall perform custodial services in a manner equivalent to those performed at other District school sites. Should ASA neglect or fail to perform custodial services consistent with current District policy and practice, the District reserves the right to provide custodial services and to charge ASA reasonable costs for such services.

The District shall be responsible for all landscaping or grounds keeping services, unless ASA receives written permission from the District to perform landscaping or grounds keeping. ASA shall not modify or remove any landscaping or trees at the Premises in any manner, unless ASA receives written permission from the District. ASA shall request removal of graffiti and repair of any vandalism at the Premises consistent with District policies as soon as possible, but in no event later than 72 hours after such graffiti and/or vandalism is discovered.

ASA shall be responsible for all costs, coordination, and scheduling of all necessary inspections and payment of all fees required by any municipal or governmental laws, ordinances, rules or regulations regarding the use of the Premises. ASA shall provide a written copy of any such report, proof of inspection or other documentation of any inspection or review to the District within three days of receipt.

4. Installation of Improvements by ASA. ASA shall not construct or install any improvements (as defined in California Civil Code section 8050(a)) on the Premises or otherwise alter the Premises in any way without the prior written consent of the District, and if required, the Division of the State Architect ("DSA"). Any construction or installation of improvements that implicate any fire and buildings code standards for occupancy, special hazards, means of egress, exit doors, illumination, fire doors, self-closing devices, electrical systems, and clearance, and all other applicable fire and building code standards requires prior inspection and approval by the Chino Valley Fire Department. The District's approval of any improvements, including the construction schedule, work hours, and modification, shall be at the District's sole and absolute discretion, and the District may disapprove of such improvements for any reason. Unless otherwise specified in this Agreement, in each case where prior written consent of the District is required under Section 4 or any other provision of this Agreement, such written consent shall be obtained exclusively from the District's Superintendent or designated representative, and consent obtained from any other source shall be invalid. Contractors retained by ASA with respect to the construction or installation of improvements shall be fully licensed and bonded as required by California law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with the District's construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all applicable laws including, but not limited to state and local building codes, fire codes, fingerprinting requirements and prevailing wage laws. The District or the District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the Premises and to inspect the work. ASA shall indemnify, defend, and hold harmless the District, its directors, officers and employees or contractors of any applicable federal, state or local statute, ordinance, order, governmental requirement, law or regulation that applies to any work, including, without limitation, any labor laws and/or regulations requiring that persons performing work on any improvements be paid prevailing wages.

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

ASA shall deliver to the District, promptly after ASA's receipt thereof, originals or, if originals are not available, copies of any and all of the following instruments and documents pertaining to any testing, construction, repair or replacement of improvements on the Premises: (a) plans and specifications for the subject improvements, (b) test results, physical condition and environmental reports and assessments, inspections, and other due diligence materials related to the subject improvements, (c) permits, licenses, certificates of occupancy, and any and all other governmental approvals issued in connection with the subject improvements, (d) agreements and contracts with architects, engineers, and other design professionals executed with respect to the design of the subject improvements, (e) construction contracts and other agreements with consultants, construction managers, general and other contractors, and equipment suppliers pertaining to the construction, repair or replacement, as the case may be, of the subject improvements and (f) all guaranties and warranties pertaining to the construction, repair or replacement, as the case may be, of the subject improvements.

ASA shall not permit any liens or claims to stand against the Premises for labor or material furnished in connection with any work performed by ASA. Upon reasonable and timely notice of any such lien or claim delivered to ASA by the District, ASA may bond and contest the validity and the amount of such lien, but ASA shall immediately pay any judgment rendered, shall pay all proper costs and charges, and shall have the lien or claim released at ASA's sole expense. Additionally, ASA shall not use or operate any improvements until the project is closed-out and certified by the DSA, if applicable, and/or final approval is received from any applicable agency. ASA shall provide evidence of close-out and certification or approval, in a form reasonably acceptable to the District.

A. Signs. ASA shall, at ASA's sole cost, have the right to place one sign on the Premises stating ASA's charter school name and other pertinent information, a sign indicating the main office of ASA, and other directional signs as appropriate, provided ASA obtains the prior written approval and consent of District. The signage shall not require any improvements to the Site in order to erect such signage. Any signs shall be in compliance with any District standards and ASA's receipt of any applicable permits and approvals required under any municipal or other governmental laws, ordinances, rules or regulations. Throughout the Term of the Agreement, ASA shall, at its sole cost and expense, maintain all of its signage and all appurtenances in good condition and repair. At the termination of the Agreement, ASA shall remove all signs which it has placed on the Premises, and shall repair any damage caused by the installation or removal of ASA's signs.

B. Same Condition as Received. Upon the expiration or earlier termination of this Agreement, ASA shall restore and surrender the Premises in the same condition as received, unless otherwise directed by the District. ASA shall be financially liable for any damage or excessive wear and tear to the Premises. No fixtures as defined by California Civil Code section 660 shall be removed by ASA.

C. Compliance with District Policies. ASA shall comply with all CVUSD Board policies regarding the operations and maintenance of the Premises and the furnishings and equipment provided by the District.

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

5. Security. The Parties acknowledge that the District is responsible for ensuring the security of the Premises through security systems and devices, including, but not limited to, locks, gates, and, at the District's option, a monitored security system. ASA is required at all times to maintain the security of the Premises by the proper use of all such security systems and devices. ASA is strictly prohibited from changing, modifying or installing any locks and keys or padlocks. If the District programs any new alarm codes, or changes or installs any locks, keys or padlocks, within five (5) working days after any new alarm codes, locks or keys have been changed or added, the District shall provide new alarm codes, locks or keys to ASA. Upon expiration or termination of the Term of this Agreement, the District shall rekey all locks at the Premises to the specifications of the District.

6. Condition of Subject Property. The District is not aware of any defect in or condition of the Premises that would prevent ASA's use for ASA's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Premises that calls into question the appropriateness or sufficiency of the Premises for their intended purpose. ASA, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to ASA's use and occupancy of the Premises including, without limitation, those relating to health, safety, noise, environmental protection, zoning compliance and approvals, waste disposal, water and air quality compliance, building codes, fire codes, and environmental laws including asbestos, lead, etc., directly triggered by ASA's use of the Premises or any alterations, additional, improvements, or modifications to the Premises made by ASA.

ASA shall at all times remain responsible for compliance with the ADA, FEHA, other applicable building code standards, and fire code standards that are triggered by any modifications or improvements made by ASA. ASA shall assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvement made by ASA. Should any modifications or improvements made by ASA change or affect the character of any existing improvements, ASA shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. ASA shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications to the Premises.

ASA shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing insurance rates or affect any fire or other insurance upon the Premises or any of its contents or cause a cancellation of any insurance policy covering said Premises or any part thereof or any of its contents, nor shall ASA sell or permit to be kept, used, or sold in or about said Premises any articles which may be prohibited by a standard form policy of fire insurance.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Premises due to ASA's use and occupancy thereof, ASA, at its expense, shall be obligated to clean all the property affected, including, if applicable, any properties in the vicinity of the Premises, to the satisfaction of the District and any governmental agencies having jurisdiction over the Premises or any other properties affected by the discharge, leakage, spillage, emission, or

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FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

pollution. If ASA fails to take steps to clean the property(ies) or otherwise fails to comply with any requirements regarding the clean-up, remediation, removal, response, abatement or amelioration of any discharge, leakage, spillage, emission, or pollution of any type, or fails to pay any legal, investigative, and monitoring costs, penalties, fines and disbursements assessed, the District reserves the right to take over the required actions and to take all necessary steps to recoup any and all costs associated therewith from ASA.

ASA shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of the District or injure or allow the Premises to be used in any unlawful or objectionable purpose, nor shall ASA cause, maintain, or permit any nuisance in or about the Premises. ASA shall not commit or suffer to be committed any waste in or upon the Premises.

7. **Title to Premises.** The Parties acknowledge that title to the Premises is held by the District and shall remain in the District's name at all times.

8. **Insurance.**

A. The ASA Board shall ensure that ASA retains appropriate property and liability insurance coverage from an insurance carrier licensed to do business in the State of California or a qualified joint power authority registered with the California Department of Industrial Relations, rated as A.M. Best A-, VII or better at all times. During the Term of this Agreement, ASA shall obtain and keep in effect liability coverage as follows:

i. **Property Insurance** - against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring all of ASA's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include an "extra expense" coverage and shall be in an amount not less than 100% of the replacement value. The property insurance policy shall have a limit of not less than twenty-five million dollars (\$25,000,000).

ii. **General Liability Insurance** - in an amount not less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in total general liability insurance for bodily injury arising out of or connected to ASA's premises and operations.

1. ASA's policy shall include or be endorsed to include abuse and molestation coverage of no less than three million dollars (\$3,000,000) per occurrence.

2. The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the District, its Board, officials, employees, and agents as additional insureds.

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3. This policy shall be endorsed with the insurer's waiver of its rights of subrogation against the District.
- iii. **Excess Liability Insurance** – ASA must maintain an excess liability policy in an amount not less than twenty-five million dollars (\$25,000,000) per occurrence and twenty-five million dollars (\$25,000,000) in the aggregate, in excess of the general liability insurance, employer's liability, automobile liability, workers' compensation, crime liability, cyber liability, fiduciary liability, and errors and omissions insurance.
 - iv. **Workers' Compensation Insurance and Employer's Liability Insurance** – ASA shall maintain Workers' Compensation Insurance as required by the California Labor Code. ASA must also maintain Employer's Liability Insurance in amounts not less than one million dollars (\$1,000,000) per accident for bodily injury, one million dollars (\$1,000,000) per bodily injury by disease, and one million dollars (\$1,000,000) in the aggregate. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against the District.
 - v. **Fiduciary Liability Insurance** – ASA shall maintain fiduciary liability insurance in an amount not less than five million dollars (\$5,000,000).
 - vi. **Automobile Liability Insurance** – for all owners, non-owned, borrowed, leased or hired automobiles in an amount not less than one million dollars (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including: blanket contractual, broad form property damage, products/completed operations; and personal injury.
 - vii. **Crime** – ASA shall maintain crime insurance in an amount not less than five million dollars (\$5,000,000) in aggregate, with no self-insured retention, to cover all ASA employees who handle, process, or otherwise have responsibility for ASA charter fund, supplies, equipment, or other assets.
 - viii. **Cyber Liability Insurance** – ASA shall maintain cyber liability insurance with limits not less than two million dollars (\$2,000,000) in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Charter School employees and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringements of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
 - ix. **Errors and Omissions** - in the amount not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in aggregate

WJ: _____
AV: _____

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

covering educators legal liability and employment practices legal liability coverage of the governing corporate entity, its governing Board of Directors, officers, agents, or employees of ASA with limits of not less than the amounts stated above.

- B. Each policy required above shall be endorsed to name the District and its employees and agents as additional insured and that such insurance policies shall be primary and any insurance or self-insurance maintained by District and/or its employees shall to be required to contribute with it.
- C. The District may, at its discretion, require additional coverage or additional limits based upon the nature of the services provided. Any waiver or modification of these insurance requirements can only be made with the prior written approval of the Superintendent or his or her designee.
- D. The coverage and limits required hereunder shall not in any way limit the liability of ASA nor are the insurance requirements herein intended to represent adequate or sufficient coverage for ASA's risks hereunder.
- E. ASA shall not be allowed to occupy the Premises until it has provided all required insurance documentation.

F. **Insurance Policies.** The aforementioned minimum limits of policies shall in no event limit the liability of ASA hereunder. No such policy shall be cancelable or subject to reduction of coverage or other modification or cancellation except after thirty (30) calendar days prior written notice to the District by the insurer. ASA shall, at least twenty (20) calendar days prior to the expiration of all such policies, furnish the District with renewals or binders. ASA agrees that if ASA does not take out and maintain such insurance, then the District may (but shall not be required to) procure said insurance on ASA's behalf and charge ASA the premiums and may recover reasonable administrative costs for procuring such insurance. ASA shall have the right to provide such insurance coverage pursuant to blanket policies obtained by ASA, provided such blanket policies expressly afford coverage to the Premises and to ASA, as required by this Agreement. The Parties agree that self-insurance through a Joint Powers Authority shall satisfy ASA's obligations under this section.

G. **Waiver of Subrogation.** The District and ASA each hereby waive any and all rights of recovery against the other or against the officers, employees, agents, and representatives of the other, on account of loss or damage occasioned to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which may have in force at the time of such loss or damage. ASA shall, upon obtaining the policies of insurance required under this Agreement, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement.

9. **Indemnification.** With the exception of any liability, claims, or damages caused by the negligence or willful misconduct of the District, ASA shall indemnify, hold harmless and defend

WJ: _____
AV: _____

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and costs, including legal costs, attorney's fees and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the District, its trustees, officers, employees and agents, that may be asserted or claimed by any person, firm, or entity for any injury, death or damage to any person or property occurring in, on or about the Premises arising from, or in connection with, ASA's use of the Premises or from the conduct of business, including conduct of its board of directors, administrators, employees, agents, representatives, volunteers, subcontractors, invitees, successors and/or assigns or from any activity, work, or other things done, permitted or suffered by ASA in or about the Premises. ASA's obligation to defend the District and the other indemnitees identified herein is not contingent upon there being an acknowledgement or determination of the merit of any claims, demands, actions, causes of action, suits, losses, liability, expenses, penalties, obligations, errors, omissions and/or costs.

10. Damage and Destruction of Facilities.

A. Partial Damage. If the Premises are damaged by any casualty which is covered by applicable insurance, and ASA still has access to at least sixty percent (60%) of the usable classroom space, then the Premises shall be restored provided insurance proceeds are available to pay for the costs of restoration, and provided such restoration can be completed within one hundred twenty (120) days after the commencement of the work in the opinion of a registered architect or engineer approved by the District. In such event, this Agreement shall continue in full force and effect. The District shall provide ASA temporary housing on the Premises, or another school site that is near to the Premises for any part of ASA's program that is displaced by the partial damage and/or the repair work of the same. The District shall charge ASA a pro-rata share of costs for the temporary property if ASA is located at a property other than the Premises.

B. Total Destruction. If the Premises are totally destroyed (defined as the destruction of more than forty percent (40%) of the usable classroom space), or the Premises cannot be restored as required herein, notwithstanding the availability of insurance proceeds, then this Agreement shall be terminated effective the date of the damage. The District will provide a school facility to ASA as soon as possible thereafter so as to minimize any interruption in the educational program of ASA.

C. The District shall not be required to repair any injury or damage by fire or other cause, or to make any restoration or replacement of any panels, decorations, partitions, office fixtures, or any other improvements or property installed in the Premises by ASA. ASA may restore or replace same if damaged. ASA shall have no claim against the District for any damage suffered by reason of any such damage, destruction, repair, or restoration.

11. Default and Remedies

A. Default by ASA. The occurrence of any of the following shall constitute a material default and breach of this Agreement by ASA:

WJ: _____
AV: _____

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

- i. Any failure by ASA to make payments required to be paid hereunder, where such failure continues for thirty (30) calendar days after written notice by the District to ASA;
- ii. The abandonment or vacation of the Premises by ASA where such abandonment or vacation of the Premises continues for thirty (30) calendar days after written notice by the District to ASA;
- iii. A failure by ASA to observe and perform any provision of this Agreement to be observed or performed by ASA, where such failure continues for thirty (30) calendar days after written notice thereof by the District to ASA; unless, however, the nature of the default is such that the same cannot reasonably be cured within said 30-day period. ASA shall not be deemed to be in default if ASA shall within such period commence such cure and thereafter diligently prosecute the same to completion.
- iv. The making by ASA of any general assignment or general arrangement for the benefit of creditors; the filing by or against ASA a petition to have ASA adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against ASA, the same is dismissed within sixty (60) calendar days); the appointment of a trustee or receiver to take possession of substantially all of ASA's assets located at the Premises or of ASA's interests in this Agreement, where possession is not restored to ASA within thirty (30) calendar days; or the attachment execution or other judicial seizure of substantially all of ASA's assets located the Premises or of ASA's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.
- v. Termination of ASA's charter by the CVUSD Board of Education for failure to timely satisfy all conditions of Chino Valley Unified School District's January 15, 2018 First Amended Resolution No. 2017/2018-34 Conditionally Granting Allegiance STEAM Academy Thrive Charter School Petition and the January 15, 2018 First Amended Memorandum of Understanding Between the Chino Valley Unified School District and Allegiance STEAM Academy.
- vi. Revocation of ASA's charter by the Chino Valley Unified School District Board of Education, or cessation of ASA's educational program for any reason, except that if the revocation proceedings are based on Education Code section 47607(c)(1) or (2) and ASA has filed an appeal of the revocation decision, ASA may continue to occupy the Premises through the determination of the appeal subject to the terms of this Agreement.

WJ: _____
AV: _____

vii. The failure by ASA to utilize the Premises for the sole purpose of operating a charter school and for no other purpose as authorized by this Agreement.

B. **Remedies.** If ASA commits any such material default or breach, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason of such default or breach:

- i. Maintain this Agreement in full force and effect and recover use payments and other monetary charges as they become due, without terminating ASA's right to possession irrespective of whether ASA shall have abandoned the Premises.
- ii. Terminate ASA's right to possession of the Premises by written notice to ASA, in which case this Agreement shall terminate and ASA shall immediately surrender possession of the Premises to the District. In such event the District shall be entitled to recover from ASA all damages incurred by the District by reason of ASA's default.

C. **Default by the District.** The District shall not be in default unless the District fails to perform obligations required of the District within a reasonable time, but in no event later than thirty (30) calendar days after written notice by ASA to the District specifying wherein the District has failed to perform such obligations; provided however, that if the nature of the District's obligation is such that more than 30 days are required for performance, then the District shall not be in default if the District commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. In the event of default by the District, ASA may pursue all remedies available by law.

12. **Fingerprinting.** ASA shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1 for all ASA employees, contractors, vendors, agents and other individuals ASA allows on the Premises. The District will ensure compliance with all applicable fingerprinting and criminal background investigation requirements for any employees, contractors, vendors, agents or other individuals the District sends to the Premises.

13. **Access.** ASA shall permit District, its agents, representatives or employees, to enter upon the Premises for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Premises. The District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants, or if the District's access is for purposes of meeting the District's oversight obligations.

14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

WJ: _____
AV: _____

If to the District:

Chino Valley Unified School District
5130 Riverside Drive
Chino, CA 91710
Attention: Assistant Superintendent, Business Services

If to ASA:

Allegiance STEAM Academy Charter School
P.O. Box 2414
Chino, CA 91708
Attention: Executive Director

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

15. Compliance with All Laws. ASA shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Premises, and shall faithfully observe in ASA's use of the Premises all laws, regulations and ordinances of these authorities, in force either now or in the future, including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air emission and other environmental matters.

A. California Environmental Quality Act. ASA acknowledges that the California Environmental Quality Act ("CEQA") may require the District to undertake certain studies and/or seek certain exemptions with regard to any projects described herein. ASA acknowledges that obtaining CEQA approval for a project may cause delays and/or require that a project be modified or abandoned. ASA waives any claims against the District regarding delays, modifications or abandonment of a project or use due to any inability to meet CEQA requirements.

B. Hazardous Materials. ASA shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by ASA or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). ASA shall at all times comply with all Environmental Laws. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Materials" includes, without limitation, gasoline, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30 et seq. (ii) defined as a "hazardous waste" pursuant to section (14) of the federal Resource

WJ: _____
AV: _____

Conservation and Recovery Act, 42 U.S.C 6901 et seq. (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (42 U.S.C. 9601). As used herein, the term "Hazardous Materials" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, and release or disposal of any Hazardous Material.

- i. **Notice.** ASA shall promptly notify the District in writing if ASA has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, under or from the Premises or School Site in violation of Environmental Laws. ASA shall promptly provide copies to the District of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations, or notices relating to the conditions of the Premises or compliance with Environmental Laws. ASA shall promptly supply the District with copies of all notices, reports, correspondence, and submissions made by ASA to the United States, Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local, state, or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. ASA shall promptly notify the District of any liens threatened or attached against the Premises pursuant to any Environmental Laws.

- ii. **Inspection.** The District and the District's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by the District, may (but without the obligation or duty to do so), from time to time, inspect the Premises to determine whether ASA is complying with ASA's obligations set forth in this Section, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as District and ASA may agree.

- iii. **Indemnification.** ASA's indemnification and defense obligations in this Agreement shall include any and all claims arising from any breach of ASA's covenants under this Section.

16. Neighborhood Issues.

A. It shall be the responsibility of ASA to make continuing efforts to maintain control and supervision of all of its students, staff, parent volunteers and other invitees at all times, and to implement rules of conduct for all students, staff, parent volunteers and other invitees while on the Premises. ASA shall ensure that its students are adequately supervised at all times during the school day, and during after school hours or weekends when students are participating in school-related activities.

WJ: _____
AV: _____

B. So as to minimize the impacts of ASA's operations on the neighborhoods surrounding 5862 C Street, Chino, California, ASA agrees to do the following:

- i. ASA shall take continuing action to ensure that all ASA staff, students and all visitors (including parents) observe all California traffic laws in accessing, parking at or nearby, and exiting the Premises. ASA also agrees to take continuing action necessary to ensure that all student drop-off and pick-up activities occur solely in designated areas located on the Premises.
- ii. ASA shall forward copies of all written comments and complaints received by ASA regarding use of the Premises to the District within five (5) business days of receipt. ASA shall, in consultation with the District, timely respond to all comments and complaints, and shall provide copies of responses to all comments and complaints to the District within five (5) business days of ASA's response.
- iii. ASA will work with the District to develop directives to monitor the impacts that ASA's operations have on the surrounding neighborhoods, by receiving and responding to comments from affected neighbors in a timely manner. Upon request by the District, ASA will provide written results of ASA's monitoring to the District.

17. Subcontract and Assignment. ASA shall not assign or sublet this Agreement or any rights, benefits, liabilities and obligations hereunder, to any person or business entity without the District's express written consent, which consent shall be granted at the District's sole and absolute discretion and, if granted, may be conditioned or delayed.

18. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

19. Entire Agreement of Parties. This Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written, regarding ASA's use of the Premises and/or other District facilities. In the event of a conflict between this Agreement and the ASA charter, this Agreement shall control. This Agreement may be amended or modified only by a written instrument executed by the Parties.

20. Legal Interpretation. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in San Bernardino County, California. The Parties expressly understand and agree that this Agreement is not intended by the Parties, nor shall

WJ: _____
AV: _____

it be legally construed, to convey a leasehold, easement, or other interest in real property. ASA acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this Agreement in any action or proceeding brought by ASA against the District, or by the District against ASA. Should either Party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the parties agree that the legal rules and principles applicable to licenses shall govern any such action or proceedings.

21. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

22. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

23. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

24. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

25. Severability. Should any provision of this Agreement be determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

26. Incorporation of Recitals and Attachment. The Recitals and Attachment 1 attached hereto are incorporated herein by reference.

27. Board Approval. This Agreement shall become effective upon approval by the District's Governing Board.

28. Scanned/Electronic Signatures. This Agreement may be executed and transmitted to any other party by PDF, which PDF shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

29. Attorneys' Fees. Each party shall bear its own respective costs, expenses, and attorneys' fees in all matters or litigation concerning this Agreement.

Each person below warrants and guarantees that she/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement. This Agreement may be signed in counterpart such that the signatures may appear on the separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

WJ: _____
AV: _____

EXHIBIT B

Chino Valley Unified School District's March 30, 2018 Final Notification of Facilities For The 2018-2019 School Year In
Response To The Allegiance STEAM Academy-Thrive Charter School's October 30, 2017 Proposition 39 Facilities Request

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on _____,
_____, 2018.

**CHINO VALLEY UNIFIED SCHOOL
DISTRICT**

By _____ Date _____
Wayne M. Joseph
Superintendent

ALLEGIANCE STEAM ACADEMY

By _____ Date _____
Dr. Sebastian Cognetta
Chief Executive Officer

WJ: _____
AV: _____

FINAL FACILITIES MEMORANDUM OF UNDERSTANDING

Approved and ratified on _____, 2018 by the Chino Valley Unified School District Board of Education by the following vote:

AYES: _____

NOES: _____

Abstentions: _____

Wayne M. Joseph
Clerk of the Board of Education

Approved and ratified on _____, 2018 by the Allegiance STEAM Academy Board of Directors by the following vote:

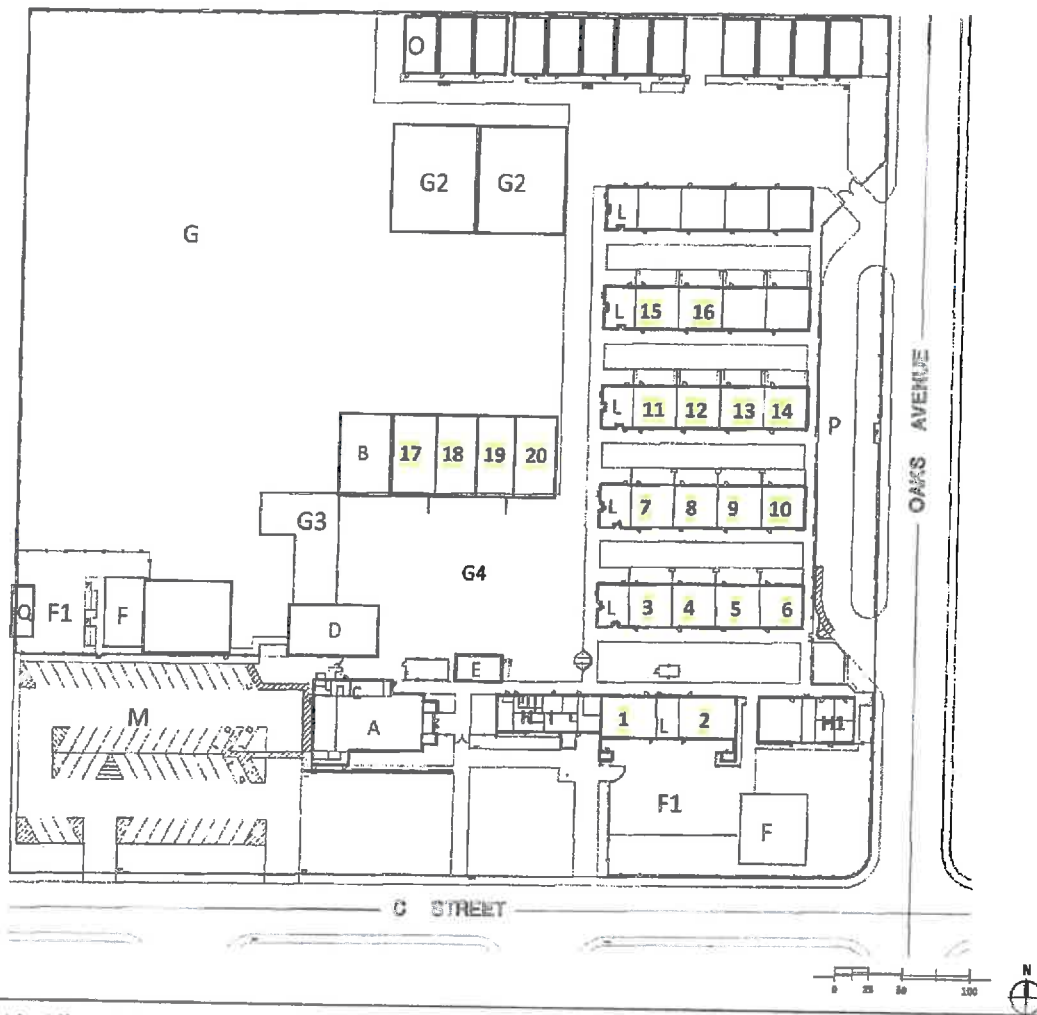
AYES: _____

NOES: _____

Abstentions: _____

Name:
Title:

SITE PLAN – EL RANCHO SCHOOL SITE



ASA's Allowed Facility Use

- 20 Classrooms (TK and K students: Rooms 1, 2; 1st - 8th grade students: Rooms 3 - 16; other classrooms: Rooms 17 - 20)
- MPR (A)
- Science Lab (B)
- Kitchen (C)
- Outdoor Covered Lunch Area (D)
- Teacher's Lounge (E)
- Kindergarten Play Area (F), Kindergarten Asphalt Play Area (F1),
- Athletic Fields (G), 2 Regulation Basketball Courts (G2), Play Area (G3), Asphalt Play Area (G4)
- Administrative Office Building, including nurse station (H), Additional Office Space (H1)
- Staff Workroom (I)
- Restrooms (L) (Four (4) boys restrooms, four (4) girls restrooms, one (1) unisex staff restroom, nine (9) single use restrooms)
- 52 Parking Spaces (M)
- Locker Rooms (O)
- Pick-up/Drop-off (P)
- Storage (Q)



Board of Directors Code of Ethics

The Allegiance STEAM Academy Board of Directors recognizes that sound, ethical standards of conduct serve to increase the effectiveness of the Board and staff as educational leaders in the community. Actions based on an ethical code of conduct promote public confidence and the attainment of school goals. Members of the Board shall promote the best interests of Allegiance STEAM Academy and shall adhere to the highest levels of ethical standards by committing that he or she will:

- **The Community.** Each Board member is responsible to the community it serves and not solely to any organization to which he/she may belong.
- **Individuals.** Each Board member has a direct concern for every individual in the community. As an integral part of his/her duties, he/she represents the authority and responsibility of the Corporation. This authority must be exercised with as much care and concern for the least influential as for the most influential member of the community.
- **Employees.** The Board member's actions may affect the capability of ASA employees to practice their trade or profession and should encourage their increasing competence and professional growth.
- **Laws, Policies.** Each Board member must be aware of, and comply with, the constitutions of state and nation, the Education Code of the State of California, other laws pertaining to public education, and the established policies of ASA.
- **Decision Making.** Each Board member is obliged by law to participate in decisions pertaining to education in ASA. As a representative of the people, the Board member can neither relinquish nor delegate this responsibility to any other individual or group.
- **Individual Feelings and Philosophy.** Every individual Board member has something to contribute to society.

Understanding and acting upon the foregoing premises, each Board member shall:

- Consider his/her position on the Board as a public trust and not use it for private advantage or personal gain.
- Be constantly aware that he/she has no legal authority except when acting as a member of the Board. Board members shall present their concerns and concepts through the process of Board

debate. If in the minority of any decision, they shall abide by and support the majority decision. When in the majority, they shall respect divergent opinions.

- Encourage ideas and opinions from the community and endeavor to incorporate community views into the deliberations and decisions of the Board.
- Devote sufficient time, thought, and study to proposed actions so as to be able to base decisions upon all available facts and vote in accordance with honest convictions, not influenced by bias of any kind.
- Remember the basic functions of the Board are to establish the policies by which ASA-Thrive is administered and to select the Chief Executive Officer or designee and staff who will implement those policies.
- Promote and participate actively in a concerted program of timely exchange of information with the community, parents/guardians, employees and students.
- Recognize the deliberations of the Board in closed session may be released or discussed in public only with Board approval.
- Make use of opportunities to enlarge his/her potential as a Board member through participation in educational conferences, workshops, and training sessions made available by local, state, and national agencies.



COMPLAINTS CONCERNING DISCRIMINATION IN EMPLOYMENT

The Allegiance STEAM Academy Board of Directors designates the following position as Coordinator for Nondiscrimination in Employment:

**Chief Executive Officer (CEO)
PO BOX 2141
Chino, CA
sebastian.cognetta@asathrive.org**

Complaint Procedure:

Any complaint by an employee or job applicant alleging discrimination or harassment shall be addressed in accordance with the following procedures:

1. **Notice and Receipt of Complaint:** Any employee or job applicant (“complainant”) who believes he/she has been subjected to prohibited discrimination or harassment shall promptly inform his/her supervisor, the CEO or the Chair of the Board of Directors.

The complainant may file a written complaint in accordance with this procedure, or if he/she is an employee, may first attempt to resolve the situation informally with his/her supervisor.

A supervisor who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the CEO, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, other evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

2. **Investigation Process:** The coordinator or designee shall initiate an impartial investigation of an allegation of discrimination or harassment within ten (10) days of receiving notice of the behavior, regardless of whether a written complaint has been filed or if the written complaint is complete. If the complaint is received by the Chair of the Board of Directors, he/she shall conduct the investigation.

The CEO shall meet with the complainant to discuss Allegiance STEAM Academy's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The CEO shall inform the complainant, the allegations will be kept confidential to the extent possible, but some information may be revealed as necessary to conduct an effective investigation.

If the CEO determines a detailed fact-finding investigation is necessary, he/she shall begin the investigation immediately. As part of this investigation, the CEO should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

When necessary to carry out his/her investigation or to protect employee or student safety, the CEO may discuss the complaint with Allegiance STEAM Academy's legal counsel.

The CEO also shall determine if interim measures, such as scheduling changes or leaves, need to be taken before the investigation is completed to ensure further incidents do not occur. The CEO shall ensure such interim measures do not constitute retaliation.

3. **Written Report on Findings and Corrective Action:** No more than sixty (60) working days after receiving the complaint, the CEO shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the CEO shall notify the complainant and explain the reasons for the extension. If the investigation is conducted by the Chair of the Board of Directors, the Chair will complete the duties mentioned above.

For all complaints, the decision shall include:

- a. The findings of fact based on the evidence gathered.
- b. The conclusion(s) of law.
- c. Disposition of the complaint.
- d. Rationale for such disposition.
- e. Corrective actions, if any are warranted.
- f. Include a copy of Allegiance STEAM Academy's policy, prohibiting retaliation.

The report shall be presented to the complainant and the person accused.

4. **Appeal to the Board of Directors:** The complainant or the person accused may appeal any findings to the Board of Directors within ten (10) days of receiving the written report of the CEO's findings. The CEO shall provide the Board of Directors with all information presented during the investigation. Upon receiving an appeal, the Board of Directors shall schedule a hearing as soon as practicable. Any complaint against an Allegiance STEAM Academy employee shall be addressed in closed session in accordance with law. The Board shall render its decision within ten (10) days.

Other Remedies:

In addition to filing a discrimination or harassment complaint with Allegiance STEAM Academy, a person may also file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960.
2. To file a valid complaint directly with EEOC, within 180 days of the alleged discriminatory act(s).

To file a valid complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5).



PUBLIC RECORDS REQUESTS – PUBLIC RECORDS ACT

PUBLIC RECORDS

Public Records Defined:

Allegiance STEAM Academy (ASA) complies with the California Public Records Act (“Act”) as required by its charter. Under the Act, public records are those writings containing information relating to the conduct of the public’s business that are prepared, owned, used or retained by ASA regardless of physical form or characteristics. ASA may not deny disclosure of public records based on the purpose for which the record is being requested. Certain records, however, are exempt from disclosure by express provision of law. Many exemptions are intended to protect privacy rights, such as student information. Exempt records will not be provided to the public.

Examples of Public Records:

Unless an exemption applies (see below), records to which the public shall have access include, but are not limited to:

- Approved ASA budgets and annual audits
- Statistical compilations
- Reports and memoranda
- Notices and bulletins
- Minutes of public meetings
- Meeting agendas
- Official communications between ASA and governmental agencies
- School-based program plans
- Information and data relevant to the evaluation and modification of ASA plans
- Claims filed against ASA and records pertaining to pending litigation
- Statements of economic interests required by the Conflict of Interest Code
- Employment contracts and settlement agreements
- Instructional materials including, but not limited to, textbooks



Records Exempt from Disclosure:

The Act itself contains numerous exemptions from disclosure, and there are numerous laws outside the Act that create exemptions from disclosure. Some of the records that are exempt from disclosure include the following categories. This is not an exhaustive list:

- Preliminary drafts, notes or inter/intra-agency memoranda that are not retained by ASA in the ordinary course of business, if the public interest in withholding those records clearly outweighs the public interest in disclosure.;
- Records pertaining to pending litigation to which the public agency is a party, until the pending litigation or claim has been finally adjudicated or otherwise settled;
- Personnel, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy;
- Records, the disclosure of which is exempted or prohibited pursuant to federal or state law, including, but not limited to, student information protected under the Family Educational Rights and Privacy Act (FERPA) and provisions of the Evidence Code relating to privilege, including attorney-client privileged information;
- Test questions, scoring keys and other examination data used to administer an examination, unless specifically authorized by law;
- A document prepared by or for ASA that assesses its vulnerability to terrorist attack or other criminal acts intended to disrupt ASA's operations and that is for distribution or consideration in a closed session;
- Records where, on the facts of the particular case, the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record.

Process for Requesting Public Records

Requests for Public Records:

Requests for public records shall be made either in person or in writing to the Allegiance STEAM Academy. The Chief Executive Officer or designee may then determine the most appropriate employee to assist in assembling any public records for production. Any person may request a copy of any ASA record open to the public and not exempt from disclosure.

When a member of the public request to inspect a public record or obtain a copy of a public record, ASA, in order to assist the member of the public make a focused and effective request that reasonably describes an identifiable record or records, will do the following to assist the requester:



- Assisting the requester to identify records and information that are responsive to the purpose of the request, if stated.
- Describing the information technology and physical location in which the records exist.
- Providing suggestions for overcoming any practical basis for denying access to the records or information sought.

Response to Public Records Request:

ASA will, within 10 days of receipt of a Public Records Act request, provide a written response to the requester. If the request is received after business hours or on a weekend or holiday, the next business day may be considered the date of receipt. The 10-day response period starts with the first calendar day after the date of receipt. If the tenth day falls on a weekend or holiday, the next business day is considered the deadline for responding to the request. The written response shall notify the requester if the request, in whole or in part, seeks copies of disclosable public records in the possession of ASA and the reasons for the determination. ASA may extend the 10-day response period for copies of public records for up to 14 additional calendar days because of the need:

- To search for and collect the requested records from another location;
- To search for, collect, and appropriately examine a voluminous amount of separate and distinct records demanded in a single request;
- To consult with another agency or two or more components of a local agency having substantial interest in the request (such as a state agency); or
- In the case of electronic records, to compile data, write programming language or a computer program, or to construct a computer report to extract data.

If ASA denies any request for records, in whole or in part, and the request was in writing, the notification of denial will set forth the names and titles or positions of each person responsible for the denial.

ASA's response shall inform the requester of the date and time when the records will be made available. If the request identifies disclosable information which is contained in both electronic format and hard copy, the notice may inform the requester that the information is available in either format. If the requester seeks copies of disclosable records, ASA may charge a fee covering the direct costs of duplication. If the requester seeks disclosable copies in electronic format, and ASA has an existing, non-exempt public record in an electronic format, ASA shall make those records available in any electronic format in which it holds the records unless the release would jeopardize or compromise the security or integrity of the original record or of any proprietary software in which it is maintained. ASA may charge the requester the direct cost of



producing a copy of the record in that format. However, requesters may be required to bear additional costs of producing a copy of an electronic record, such as programming and computer services costs, if the request requires the production of electronic records that are otherwise only produced at regularly scheduled intervals, or production of the record would require data compilation, extraction, or programming. If ASA no longer has the record in electronic format, ASA will not reconstruct the record in electronic format.

Records Inspections or Copies:

Time and Place of Inspection: Generally, records inspections may take place at the school site during hours of operation, excluding holidays.



HEALTH AND SAFETY POLICY

The Allegiance STEAM Academy Board of Directors has adopted a series of Health and Safety Policies. These policies will ensure the health and safety of Allegiance STEAM Academy-Thrive employees and students. The policies attached are as follows:

- Criminal Record Check
- Tuberculin Examinations
- Safe Facilities
- Immunizations/Physical Exams
- Communicable, Contagious, or Infectious Disease Prevention
- Administration of Medications
- Drug-Free Workplace
- Tobacco-Free Environment
- First Aid, CPR, and Health Screening
- Exposure Control Plan for Blood Borne Pathogens
- Conditions for Classroom and School Visitation

Board Approved:

CRIMINAL RECORD CHECK

The CEO/Principal or designee shall not hire or retain in employment, in a certificated or classified position, a person who has been convicted of a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c), a controlled substance offense as defined in Education Code 44011, or a sex offense as defined in Education Code 44010. However, the CEO/Principal or designee shall not deny or terminate employment if: (Education Code 44830.1, 44836, 45122.1, 45123)

1. The conviction for a violent or serious felony, controlled substance offense, or sex offense is reversed and the person is acquitted of the offense in a new trial or the charges against the person are dismissed, unless the sex offense for which the conviction is dismissed pursuant to Penal Code 1203.4 involves a victim who was a minor.
2. A person convicted of a violent or serious felony has obtained a certificate of rehabilitation or a pardon **pursuant to Penal Code 4852.01**. (Education Code 45122.1(e))
3. A person who has been convicted of a serious felony, that is not also a violent felony, proves to the sentencing court that he/she has been rehabilitated for purposes of school employment for at least one year.
4. ASA's Board **may** deny or terminate employment if a person who has been convicted of a controlled substance offense is applying for or is employed in a certificated position and has a credential issued by the Commission on Teacher Credentialing. (Education Code 44836(c))”
5. A person who has been convicted of a controlled substance offense is applying for or is employed in a classified position and has been determined by the Governing Board, from the evidence presented, to have been rehabilitated for at least five years.

The CEO/Principal or designee shall not issue a temporary certificate of clearance to a person whose application for a credential, certificate, or permit is being processed by the Commission on Teacher Credentialing if that person has been convicted of a violent or serious felony, unless the person is otherwise exempt pursuant to Education Code 44332.6 or 44830.1. (Education Code 44332.5, 44332.6).

Pre-Employment Record Check

The CEO/Principal or designee shall require each person to be employed by the School to submit his/her fingerprints electronically through the Live Scan system so that a criminal record check may be conducted, by the Department of Justice (DOJ). The CEO/Principal or designee shall provide the applicant with a Live Scan request form and a list of nearby Live Scan locations.

When a person is applying for a classified position, the CEO/Principal or designee shall request that the DOJ also obtain a criminal record check through the Federal Bureau of Investigation whenever the applicant meets one of the following conditions: (Education Code 45125)

Board Approved:

1. The applicant has not resided in California for at least one year immediately preceding the application for employment.
2. The applicant has resided in California for more than one year, but less than seven years and the DOJ has ascertained that the person was convicted of a sex offense where the victim was a minor or a drug offense where an element of the offense is either the distribution to or the use of a controlled substance by a minor.

The CEO/Principal or designee shall immediately notify the DOJ when an applicant who has submitted his/her fingerprints to the DOJ is not subsequently employed by the School. (Penal Code 11105.2)

Subsequent Arrest Notification

The CEO/Principal or designee shall enter into a contract with the DOJ to receive notification of subsequent arrests resulting in conviction of any person whose fingerprints have been submitted to the DOJ. (Education Code 44830.1, 45125; Penal Code 11105.2)

Upon telephone or email notification by the DOJ that a current temporary employee, substitute employee or probationary employee serving before March 15 of his/her second probationary year has been convicted of a violent or serious felony, the CEO/Principal or designee shall immediately place that employee on leave without pay.(Education Code 44830.1, 45122.1)

When the School receives written electronic notification by the DOJ of the fact of conviction, the temporary employee, substitute employee, or probationary employee serving before March 15 of his/her second probationary shall be terminated automatically unless the employee challenges the DOJ record and the DOJ withdraws its notification in writing. Upon receipt of the written withdrawal of notification by the DOJ, the CEO/Principal or designee shall immediately reinstate that employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement if the employee is still employed by the School.

The CEO/Principal or designee shall immediately notify the DOJ whenever a person whose fingerprints are maintained by the DOJ is terminated. (Penal Code 11105.2)

Notification of Applicant/Employee

The CEO/Principal or designee shall expeditiously furnish a copy of any DOJ notification to the applicant or employee to whom it relates if the information is a basis for an adverse employment decision. The copy shall be delivered in person or to the last contact information provided by the applicant or employee. (Penal Code 11105, 11105.2)

Maintenance of Records

The CEO/Principal shall designate at least one custodian of records who shall be responsible for the security, storage, dissemination, and destruction of all Criminal Offender Record Information (CORI) furnished to the School and shall serve as the primary contact for the DOJ for any related issues. (Penal Code 11102.2)

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An employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)

The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging his/her understanding of the laws prohibiting misuse of CORI. In addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.

To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other files. CORI shall be used only for the purpose for which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)

Once a hiring determination is made, the applicant's CORI shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

The CEO/Principal or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)

Interagency Agreement

Subject to an interagency agreement with other school districts, the School shall submit and receive CORI on behalf of all participating districts. (Education Code 44830.2, 45125.01)

Upon Receipt from the DOJ of a report of conviction of a serious or violent felony, the School shall communicate that fact to participating districts and shall remove the affected employee from the common list of persons eligible for employment. (Education Code 44830.2, 45125.01)

In addition, upon receipt from the DOJ of a criminal history record or report of subsequent arrest from any person on a common list of persons eligible for employment, the School shall give notice to the CEO/Principal of any participating district, or the person designated in writing by that CEO/Principal, that the report is available for inspection on a confidential basis by the CEO/Principal or the authorized designee. The report shall be made available at the School office for 30 days following the receipt of the notice. (Education Code 44830.2, 45125.01)

Alliance STEAM Academy- Thrive shall not release a copy of that information to any participating district or any other person. In addition, the School shall retain or dispose of the information in the manner specified in law and in this administrative regulation after all participating districts have had an opportunity to inspect it in accordance with law. (Education Code 44830.2, 45125.01)

The School shall maintain a record of all persons to whom the information has been shown and shall make this record available to the DOJ. (Education Code 44830.2, 45125.01)

Board Approved:

Board Approved:

Tuberculin Examinations

Employees

No applicant shall be initially employed by ASA Thrive, or employed under contract, unless he/she has submitted a tuberculosis risk assessment within the past 60 days, and, if tuberculosis risk factors are identified, has submitted to an intradermal or other approved tuberculin examination to determine that he/she is free of infectious tuberculosis. If the results of the examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the applicant shall obtain an ex-ray of the lungs. At his/her discretion, an applicant may choose to submit to the examination instead of risk assessment. (Education Code 49406)

Prior to employment by ASA Thrive, an applicant shall submit a certificate from an authorized health provider stating that applicant was assessed and/or examined and found to be free of infectious tuberculosis. (Education Code 49406)

An applicant who was previously employed in another school district or private or parochial school shall be deemed to have fulfilled the tuberculous testing requirement if he/she produces a certificate showing that he/she was found to be free of infectious tuberculosis within 60 days of hire or if his/her previous employer verify that it has a certificate on file showing that the applicant is free from infectious tuberculosis. (Education Code 49406)

Thereafter, each employee who was found free of infectious tuberculosis shall undergo a tuberculosis risk assessment, and an examination whenever risk factors are identified, at least once every four years, or more often when required by the Board of Education upon recommendation of the county health officer. However, once an employee has a documented positive test for tuberculosis infection followed by an x-ray, he/she shall no longer be require to submit to the tuberculosis risk assessment but shall be referred to the county health officer within 30 days of the examination to determine the need for follow-up care. (Education Code 49406)

The cost of the pre-employment tuberculosis risk assessment and/or examination shall be paid by the applicant, unless the Board has determined that ASA Thrive will reimburse an applicant who is subsequently hired by the school. ASA Thrive shall reimburse the employee for the cost, if any, of the subsequent tuberculosis risk assessments and examinations, ASA Thrive may provide for the risk assessment and examination or may establish a reasonable fee for the examination that is reimbursable to the employee. (Education Code 49406)

The following applicants or employees shall be exempted from the requirement to submit to a tuberculosis risk assessment and/or examination: (Education Code 49406)

An applicant/employee who files an affidavit stating that he/she adheres to the faith or teachings of a well-recognized religious sect, denomination, or organization and, in accordance with its creed, tenets, or principles, depends for healing upon prayer in the practice of religion and that, to the best of his/her knowledge or belief, he/she is free from active tuberculosis.

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Such an exemption shall be allowed only if the Board determined by resolution, after a hearing, that the health of students would not be jeopardized. If at any time there is probably cause to believe that the applicant/employee is infected with infectious tuberculosis, he/she may be excluded from service until the board is satisfied that he/she is not afflicted.

1. Employees who are employed for less than a school year and how functions do not require frequent or prolonged contact with students.
2. A pregnant employee who has positive results on a tuberculosis skin test, in which case she shall be exempted from the requirement to follow up with an x-ray of the lungs for a period not to exceed 60 days after the end of the pregnancy.
3. A private contracted driver who transports infrequently without prolonged contract with students.

Students

Any student with active tuberculosis shall be excluded from attendance at ASA Thrive. Students shall be screened or tested for tuberculosis under the following circumstances:

1. As part of the comprehensive health screening required for school entry, parents/guardians shall provide evidence within 90 days after their child's entry into first grade that their child has been screened for risk of tuberculosis within the preceding 18 months. (Health and Safety Code 124040, 124085)
2. Whenever ordered by the local health officer, students seeking admission for the first time to a district school at any grade level shall submit to tuberculosis testing. Any student subject to the order shall be admitted to school as follows:
 - a. The CEO or designee shall unconditionally admit the student if he/she, prior to admission, submits a certificate, signed by any public or private medical provider, indicating that he/she has completed an approved tuberculosis examination and is free from active tuberculosis. (Health and Safety Code 121485, 121490, 121500; 22 CCR 41305, 41311, 41313) A student shall not be required to obtain the certificate if his/her parent/guardian or custodian provides the CEO or designee with an affidavit stating that the required examination is contrary to his/her beliefs. If there is probable cause to believe that such a student has active tuberculosis, he/she may be excluded from school until the CEO or designee is satisfied that he/she is not afflicted. (Health and Safety Code 121505)
 - b. A student who has not submitted the certificate may be conditionally admitted provided that he/she receives an approved tuberculin skin test within 10 school days after admission. A student who had a positive skin test and has not subsequently obtained a chest x-ray may be conditionally admitted if he/she receives a chest x-ray within 20 school days after admission. Any student who fails to provide the certificate within those time periods shall be prohibited from

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further attendance until he/she provides the certificate. (Health and Safety Code 121495; 22 CCR 41315, 41327)

- c. Whenever the local health officer so orders, a student may be required to complete an additional examination and provide another certificate indicating that he/she is free of communicable tuberculosis. (Health and Safety Code 121485)
 - d. At the discretion of the local health officer, ASA Thrive may admit a student without a certificate if he/she is undergoing or has already undergone preventive treatment for tuberculosis infection or treatment for tuberculosis disease. (22 CCR 41319)
3. Whenever the CEO or designee suspects that a student who has not been examined for tuberculosis either has the disease or has been exposed, he/she shall immediately report by telephone to the local health officer. When required by the local health officer, the school shall exclude the student from school until he/she is certified to be free of communicable tuberculosis. (22 CCR 41329)

The CEO or designee shall maintain a record of any student's tuberculosis examination as part of the student's mandatory permanent student record. (22 CCR 41323)

The CEO or designee shall annually file a report with the local health department on the results of tuberculosis examinations for all individuals required to complete such examinations in accordance with item #2 above, including, but not necessarily limited to, the number of individuals unconditionally and conditionally admitted and the number of individuals exempted on the basis of their personal beliefs. (22 CCR 41325)

Safe Facilities

Allegiance STEAM Academy- Thrive will comply with Healthy Schools Act of 2000, California Education Code section 17608 and be housed in facilities that meet California Building Standards Code requirements (Part 2 (commencing with Section 101) of Title 24 of the California Code of Regulations), or the Field Act (Article 3 (commencing with Section 17280) and Article 6 (commencing with Section 17365) of Chapter 3 of Part 10.5 of the Education Code) as adopted and enforced by the local building enforcement agency with jurisdiction over the area in which the School is located. Surveys and management plans will be maintained and updated for all hazardous building materials (lead, asbestos, etc.) and all hazardous materials used and stored in and around the school, will be handled and disposed of properly.

Additionally, appropriate training for staff working with hazardous materials (i.e., pesticides, cleaning chemicals, etc.) will be provided. A comprehensive indoor air quality program modeled on the Environmental Protection Agency's "Tools for Schools" program will be implemented and maintained. Inspections will be performed to ensure that daily operations do not compromise facility safety and health in any manner. This will include maintaining safe access/egress paths (both routine and emergency), access to emergency equipment, eliminating obstructions to airflow, etc.

Immunizations :

Applicability

This policy applies to all applicants to Allegiance STEAM Academy- Thrive and employees in charge of admissions.

To protect the health of all students and staff and to curtail the spread of infectious diseases, Allegiance STEAM Academy- Thrive shall cooperate with state and local public health agencies to encourage and facilitate immunization of all students against preventable diseases.

Each student enrolling for the first time in Allegiance STEAM Academy- Thrive or enrolling in or advancing to grade 7 shall present an immunization record from any authorized private or public health care provider certifying that he/she has received all required immunizations in accordance with law.

Students shall be excluded from school or exempted from immunization requirements only as allowed by law.

Each transfer student shall be requested to present his/her immunization record.

Exemption

Children are exempt from immunization requirements only if a parent or guardian submits a written statement from a licensed physician (M.D. or D.O.) which states:

- That the physical condition or medical circumstances of the child are such that the required immunization(s) is not indicated
- Which vaccines are being exempted
- Whether the medical exemption is permanent or temporary
- The expiration date, if the exemption is temporary

In accordance with the federal McKinney-Vento Homeless Assistance Act, Allegiance STEAM Academy- Thrive will enroll new students who are homeless even if their immunization records are missing or unavailable at the time of enrollment. Foster children with missing or unavailable immunization records will be able to enroll at ASA Thrive. Once a homeless student or a foster child is enrolled, school staff should work with the school or foster family where the student was transferred from to obtain the student's immunization records quickly. Allegiance STEAM Academy- Thrive staff will work with local health departments to ensure these students receive any vaccinations they may need.

Health Check Up:

State law also requires each child's family to provide Allegiance STEAM Academy- Thrive, within 90 days of entrance into the first grade, a certificate documenting that the child has received a health checkup within the previous 18 months. Parents may waive the health checkup requirement because they do not want to or are unable to obtain a health screening for their child.

If the waiver indicates that the parents were unable to obtain such services, the reasons must be included in the waiver. Allegiance STEAM Academy- Thrive will exclude any first-grader for up to five days if the child has neither a health examination certificate nor a parental waiver 90 days after entering the first grade.

Some children may be eligible for a state-paid examination. Referrals to doctors and clinics are provided on request by the

Child Health and Disability Prevention (CHDP) Program coordinator of the local health department. Children through age eighteen may receive a free checkup funded by CHDP if their families meet specific income guidelines. Most county health departments have a CHDP coordinator who can advise parents regarding eligibility. (CA Health and Safety Code 124085)

Communicable, Contagious, or Infectious Disease Prevention Policy

Allegiance STEAM Academy- Thrive desires to protect students from risks posed by exposure to infectious diseases while providing an appropriate education for all students. Allegiance STEAM Academy- Thrive recognizes that prevention and education are the most effective means of limiting the spread of infectious diseases.

Infectious Disease Prevention

The CEO/Principal or designee shall collaborate with parents/guardians and local health agencies and organizations to develop a comprehensive approach to disease prevention that promotes preventative measures and education of students and staff.

The CEO/Principal or designee shall regularly review resources available from health experts to ensure that School programs are based on the most up-to-date information.

The CEO/Principal or designee shall ensure that the School's comprehensive health education program provides information about the prevention of infectious diseases, including the nature of bloodborne pathogens and their transmission, as well as information to help prevent the spread of contagious diseases, such as a pandemic influenza. He/she shall also ensure that each school has sufficient infection prevention supplies that are easily accessible to staff.

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Universal Precautions

Students and staff shall observe universal precautions in order to prevent exposure to bloodborne pathogens and to prevent the spread of infectious diseases.

The CEO/Principal or designee shall inform students of the precautions to be used in cases of exposure to blood or other body fluids through injury, accident, or classroom instruction.

Infectious Diseases

The CEO or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)

Universal Precautions in the Classroom

Before students work with blood, blood products, or other body fluids, the teacher shall explain the potentially hazardous nature of blood and body fluids in the transmission of various agents from one person to another and the specific procedures and safety precautions to be used in the lesson.

The following precautions shall be used when students are working with blood or other body fluids:

1. Before and after exposure to blood or other body fluids, students shall wash their hands with soap and water and cover any existing cut, wound, or open sore with a sterile dressing.
2. Students shall wear gloves or other personal protective equipment as appropriate.
3. Blood typing or similar experiments may be conducted by teacher demonstrations. When being performed individually, students shall work with their own blood or use prepackaged ABO/Rh blood cell kits that have vials of blood previously tested for transmissible agents.
 - a. Students shall use individual sterile lancets for finger punctures and shall not reuse them.
 - b. Before the finger is punctured, it shall be wiped with a piece of cotton that has been immersed in alcohol.
 - c. If bleeding persists after the finger is punctured, the student shall apply a sterile bandage using moderate pressure.

4. Lancets and any other materials contaminated with blood or body fluids shall be discarded into a solution consisting of one part bleach to 10 parts water (1:10), made fresh daily.
5. At the end of the class, surfaces shall be wiped with alcohol or a solution of one part bleach to 10 parts water.

Injuries and Accidents

Whenever exposed to blood or other body fluids through injury or accident, students and staff should follow the latest medical protocol for disinfecting procedures. (See “Exposure Control Plan for Bloodborne Pathogens” Policy.)

Board Approved:

Administration of Medications

Allegiance STEAM Academy- Thrive believes regular school attendance is critical to student learning and students who need to take medication prescribed or ordered for them by their authorized health care providers should have an opportunity to participate in the educational program.

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 Rehabilitation Act of 1973 shall be administered in accordance with the student's Individualized Education Program or Section 504 services plan, as applicable.

For the administration of medication to other students during school or school-related activities, the CEO/Principal or designee shall develop protocols which shall include options for allowing a parent/guardian to administer medication to his/her child at school, designate other individuals to do so on his/her behalf, and, with the child's authorized health care provider's approval, request the School's permission for his/her child to self-administer a medication or self-monitor and/or self-test for a medical condition.

In addition, upon written request by the parent/guardian and with the approval of the student's authorized health care provider, a student with a medical condition that requires frequent treatment, monitoring, or testing may be allowed to self-administer, self-monitor, and/or self-test. The student shall observe universal precautions in the handling of blood and other bodily fluids. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes safety and privacy.

The CEO/Principal or designee shall make available epinephrine auto-injectors at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

Administration of Medication by School Personnel

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school health technician or, when a school health technician or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel.

The school health technician and other designated school personnel, with appropriate training, shall administer medications to students in accordance with law, board policy, and administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

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Only a school health technician or other school employee with an appropriate medical license may administer an insulin injection to a student. In the event such licensed school personnel are unavailable, the School may contract with a licensed health technician from a public or private agency to administer insulin to the student. However, in an emergency situation such as a public disaster or epidemic, a trained, unlicensed School employee may administer an insulin injection to a student.

The CEO/Principal or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to a school health technician, physician, or other appropriate individual. (Education Code 49414, 49414.3, 49414.5, 49423, 49423.1)

The CEO/Principal or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

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Drug-Free Workplace

Allegiance STEAM Academy- Thrive is committed to providing a drug- and alcohol-free workplace; and to promoting safety in the workplace, employee health and well-being, and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees off the job jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace is extremely harmful to workers.

Accordingly, and consistent with this commitment, the School has developed a drug and alcohol policy that applies to all employees.

Bringing to the workplace, possessing or using, or being under the influence of intoxicating beverages or drugs on any School premises or at any school-sanctioned activity or function is prohibited and will result in disciplinary action up to and including termination.

Allegiance STEAM Academy- Thrive, in a manner which will not violate the 4th Amendment to the United States Constitution's limitations on search and seizure or any applicable California laws protecting personal privacy, reserves the right to use appropriate means to provide a safe work environment for its employees. These consist of, but are not limited to:

- Post-offer, pre-employment drug/alcohol testing;
- Referral to local authorities;
- Referral to employee assistance program; employees may be referred to Employee Assistance Program provided by the California Department of Human Resources Employee Assistance Program.

Refusal to submit to a "for cause" drug test or a drug test in connection with an on-the-job injury or accident is cause for immediate termination.

ASA Thrive will comply with the California Department of Education's Drug Free Workplace certification and, in accordance with Section 8355 of the California Government Code, including, but not limited to:

- A. Publishing a statement notifying employees of the Drug-Free Workplace Policy, including the actions that will be taken for violation of such prohibition
- B. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace
 - b. Available Employee Assistance Programs
 - c. Penalties that may be imposed upon employees for violations in the workplace
- C. Requiring that each employee be given a copy of the statement required by paragraph (A)
- D. Notifying the employer in writing of his/her conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such a conviction

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- E. Taking one of the following actions, as to any convicted employee, within 30 calendar days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction:
- a. Take appropriate personnel action such as an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. Section 794), as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug assistance or rehabilitation program approved for such purposes by federal, state, or local health, law enforcement, or other appropriate agency

Board Approved:

Alcohol and Drug Policy for Students

Instruction

The curriculum at ASA Thrive shall include instruction on the effects of drugs and alcohol on the human body, as determined by science and as defined in Health and Safety Code 11032.

Instruction shall be intentionally sequential and appropriate to the needs of the students at their respective grade level. (Education Code 51203, 51260).

Instruction shall be provided by appropriately trained instructors who have demonstrated competencies, as determined by the Principal or designee, in the following areas: (Education Code 51260)

1. Ability to interact with students in a positive way
2. Knowledge of the properties and effects of drugs and alcohol
3. Effective teaching skills in helping students to express opinions responsibly and to become aware of their values as they affect drug-use decisions

Intervention

ASA Thrive staff shall intervene whenever students use alcohol or banned drugs while on school property or under school jurisdiction. Staff members with a reasonable suspicion that a student may be under the influence shall immediately notify the principal or designee.

If the principal or designee knows, observes, or suspects that the student may be under the influence of drugs or alcohol, he/she may notify the parent/guardian. (Education Code 44049)

ASA Thrive staff shall not disclose confidential information provided during counseling by a student 12 years of age or older. A counselor may report such information to the principal or parent/guardian only when he/she believes that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student or other persons in the school community. The counselor shall not disclose such information to parent/guardian if he/she believes that the disclosure would result in a clear and present danger to the student's health, safety, or welfare. (Education Code 44049, 49602)

Enforcement/Discipline

Students shall notify the principal or designee immediately upon suspecting a student is selling, providing or using alcohol or drugs.

When any student uses, possess, or sells alcohol or drugs at school or while under school jurisdiction, the following shall result:

1. parent/guardian contact
2. Suspension or expulsion in accordance with law
3. Contact with law enforcement authority within one school day of the suspension
(Education Code 48902)

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4. Restriction from school activities

In addition, the following actions may be taken:

1. Recommendation for expulsion
2. Referral to an appropriate community counseling program

When intervention efforts fail and the student continues to use or possess alcohol or other drugs at school or school activity, he/she shall be expelled.

When a student sells or provides alcohol or drugs at school or while under school jurisdiction, the following shall result:

1. parent/guardian contact
2. Suspension with recommendation for expulsion
3. Law enforcement contact within one school day of the suspension.

Staff shall notify the principal or designee immediately upon suspecting a student is selling or providing alcohol or other drugs. The principal or designee may notify law enforcement prior to confronting or searching the student.

A search for drugs may be made in accordance with the provisions of law.

When there is evidence that a student has sold or provided alcohol or drugs or drug paraphernalia on or about the school premises or a school-sponsored functions, law enforcement must be notified. Law enforcement authorities will decide whether they or the school will notify the parent/guardian.

Reports

Upon request, the CEO or designee shall submit alcohol and drug prevention program information to the California Department of Education, including information on the prevalence of drug use and violence by youth in the schools and community. Such information shall also be made readily available to the public. (20 U.S.C. 7117)

Biennial Program Review

The CEO or designee shall review the school's alcohol and drug education program every two years in order to determine its effectiveness, implement any needed changes, and ensure that related disciplinary procedures are being consistently enforced. (20 U.S.C. 3224a)

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Tobacco-Free Environment Policy

ASA - Thrive maintains a tobacco-free environment. Tobacco-free means the use of tobacco or tobacco products is prohibited on any part of school grounds or buildings, in school vehicles, and at any time by anyone on school property. This includes smoking by staff, students, parents and/or individuals. Smoking or the use of any tobacco products is not allowed anywhere on school property, including the use of electronic cigarettes or other devices that deliver a vaporized liquid. It is the responsibility of each staff member to adhere to this rule, and to inform his or her guests of our Tobacco-free Environment policy.

An employee shall not unlawfully manufacture, distribute, dispense, possess, or use controlled substance in the workplace. (Government Code 8355; 41 USC 701)

All community members, including students, parent/guardians, and employees will be notified in writing of the prohibition of tobacco and related products on school property or at school functions, including posting on the school website.

Permanent signs stating, "Tobacco Use is Prohibited" shall be prominently displayed at ASA Thrive.

Information about tobacco cessation support programs is made available and encouraged for students and staff.

First Aid, CPR, And Health Screening

ASA Thrive recognizes the importance of taking appropriate preventive or remedial measures to minimize accidents or illness at the School or during school-sponsored activities. To this end, the School expects parents/guardians to provide emergency information and to keep such information current in order to facilitate immediate contact with parents/guardians if an accident or illness occurs.

Within the School's facilities, a First Aid Kit containing appropriate supplies will be present. First aid will be administered whenever necessary by trained staff members. When necessary, the appropriate emergency personnel will be called to assist.

All teachers are to be certified in adult and pediatric CPR and First Aid and are to be recertified prior to expiration of certificates. Opportunities for adult and pediatric CPR and First Aid training will be offered to all support staff and volunteers.

The CEO/Principal or designee shall ask parents/guardians to provide emergency contact information in order to facilitate communication in the event of an accident or illness.

School staff shall appropriately report and document student accidents.

Resuscitation Orders

Allegiance STEAM Academy- Thrive believes staff members should not be placed in the position of determining whether or not to follow any parental or medical "do not resuscitate" orders.

Staff shall not accept or follow any such orders unless they have been informed by the CEO/Principal or designee that the request to accept such an order has been submitted to the CEO/Principal or designee, signed by the parent/guardian, and supported by a written statement from the student's physician and an order from an appropriate court.

The CEO/Principal or designee shall ensure that all parents/guardians are informed of this policy.

Automated External Defibrillators

The Allegiance STEAM Academy Board authorizes the placement of automated external defibrillators (AEDs) at Allegiance STEAM Academy- Thrive for use by designated personnel who have volunteered to receive training in the use of AEDs.

The CEO/Principal or designee shall develop guidelines for employees regarding the

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use of these devices and shall ensure that employees receive training on their proper use and handling. The guidelines shall also specify the placement, security, and maintenance of the AED.

The authorization of AEDs at Allegiance STEAM Academy- Thrive shall not be deemed to create a guarantee or obligation to use the AED in the case of an emergency nor any expectation that an AED or trained employee will be present and/or able to use an AED in an emergency or any expectation that the AED will operate properly.

Vision, Hearing and Scoliosis Screening

The School shall screen for vision, hearing and scoliosis as required by Education Code Section 49450, et seq., per appropriate grade levels.

Each student's vision shall be appraised, by the school nurse or other personnel authorized under Education Code 49452, during the kindergarten year or upon first enrollment or entry in ASA Thrive and subsequently in grades 2, 5, and 8. However, a student who is tested upon first enrollment or entry in ASA Thrive in grade 4 or 7 shall not be required to be appraised in the next immediate year. (Education Code 49455)

The vision appraisal shall include tests for visual acuity including near vision. Male students shall also be tested once for color vision in grade 1 or later and the results of the appraisal shall be entered in the student's health record. (Education Code 49455)

The vision appraisal shall include tests for visual acuity including near vision. Male students shall also be tested once for color vision in grade 1 or later and the results of the appraisal shall be entered in the student's health record. (Education Code 49455)

Appraisal of a student's vision may be waived under either of the following conditions: (Education Code 49455)

1. The student's parent/guardian requests a waiver and presents a certificate from a physician/surgeon, physician assistant, or optometrist showing the results of an examination of the student's vision, including visual acuity, and, in male students, color vision.
2. The student's parents/guardians file with the principal a written statement that they adhere to the faith or teachings of any well-recognized religious sect, denomination, or organization and, in accordance with its creed, tenets, or principles depend for healing upon prayer in the practice of their religion.

Visual defects or any other defects found as a result of the vision examination shall be reported to the parent/guardian with a request that remedial action be taken to correct or cure the defect. The report of a visual defect, if made in writing, shall be made on a form prescribed by the school. The report shall not include a referral to any private practitioner. However, the student

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may be referred to a public clinic or diagnostic and treatment center operated by a public hospital or by the state, county, or city department of public health. (Education Code 49456)

In addition to the vision appraisals described above, the school nurse and/or classroom teacher shall continually and regularly observe students' eyes, appearance, behavior, visual performance, and perception that may indicate vision difficulties. (Education Code 49455)

Hearing Tests

The CEO or designee shall provide for the administration of hearing tests to students by personnel authorized to conduct such testing pursuant to Education Code 49452 and 49454.

Each student shall be given a hearing screening test at the following times: (17 CCR 2951)

1. Kindergarten or Grade 1
2. Grade 2
3. Grade 5
4. Grade 8
5. Grade 10 or 11
6. Upon first entry into the California public school system

Each student enrolled in a special education program, other than those enrolled because of a hearing problem, shall be given a hearing test when enrolled in the program and every third year thereafter. Hearing tests may be given more frequently as needed, based on the Individualized Education Program team's evaluation of the students. (17 CCR 2951)

A follow-up hearing threshold test shall be administered to any student who fails to respond to any of the required frequencies in the screening test or is otherwise determined to need further evaluation. (17 CCR 2951)

The CEO or designee shall provide written notification of test results to the parents/guardians of any student who fails the hearing tests. When the test results fall within the levels specified in 17 CCR 2951 or there is evidence of pathology, such as an infection of the outer ear, chronic drainage, or a chronic earache, the notification shall include a recommendation that a further medical and audiological evaluation be obtained. (17 CCR 2951)

The dates and results of all screening tests and copies of threshold tests shall be included in the student's health records. (17 CCR 2951)

The principal or designee shall prepare an annual report of the school hearing testing program, using forms provided by the department of health services, with copies to the county superintendent of schools. (17 CCR 2951)

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Scoliosis Screening

Each female student in grade 7 and each male student in grade 8 shall be screened for scoliosis. (Education Code 49452.5)

The parent/guardian of any student suspected of having scoliosis shall receive a notice which includes an explanation of scoliosis and describes the significance of treatment at an early age. This notice shall also describe the public services available for treatment and include a referral to appropriate community resources. (Education Code 49452.5)

Diabetes

Allegiance STEAM Academy- Thrive will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

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

Head Lice

Allegiance STEAM Academy- Thrive believes the school's head lice management program should emphasize the correct diagnosis and treatment of head lice in order to minimize disruption of the education process and to reduce the number of student absences resulting from infestation. In consultation with the school health technician, the CEO/Principal or designee may establish a routine screening program to help prevent the spread of head lice.

School employees shall report all suspected cases of head lice to the school health technician or designee as soon as possible. The health technician or designee shall examine the student and other students who are siblings of the affected student or members of the same household.

If a student is found with nits or head lice, he/she shall be excluded from attendance. The parent/guardian of an excluded student shall receive information about recommended treatment procedures and sources of further information. The student shall be allowed to return to school the next day and shall be checked by the health technician or designee before returning to class. Students will be readmitted to school after treatment with a

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suitable pediculicidal shampoo and the removal of all lice and nits. Once he/she is determined to be free of nits or lice, the student may be rechecked weekly for up to six weeks.

The CEO/Principal or designee shall send home the notification required by law for excluded students. (Education Code 48213)

The CEO/Principal and school health technician shall work with the parents/guardians of any student who has been deemed to be a chronic head lice case in order to help minimize the student's absences from school.

Infestation with head lice will not be considered a valid excuse for absences of more than three school days for each infestation. Further absences may be referred to the School Attendance Review Board (SARB).

When two or more students in any class have been identified as having a head lice infestation, all students in the class shall be examined. In consultation with the school health technician, the principal may also send information about head lice home to all parents/guardians of the students in that class. Staff shall maintain the privacy of students identified as having head lice and excluded from attendance.

Exposure Control Plan for Blood Borne Pathogens

The CEO/Principal, or designee, shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the school. The CEO/Principal, or designee, shall establish a written "Exposure Control Plan" designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus ("HBV").

The CEO/Principal shall determine which employees have occupational exposure to bloodborne pathogens and other potentially infectious materials. In accordance with the School's "Exposure Control Plan," employees having occupational exposure shall be trained in accordance with applicable state regulations (8 CCR 5193) and offered the hepatitis B vaccination.

The CEO/Principal, or designee, may exempt designated first-aid providers from pre-exposure hepatitis B vaccination under the conditions specified by state regulations. Any employee not identified as having occupational exposure in the School's exposure determination may petition to be included in the School's employee in-service training and hepatitis B vaccination program.

Any such petition should be submitted to the CEO/Principal, or designee, who shall evaluate the request and notify the petitioners of his/her decision. The CEO/Principal, or designee, may deny a request when there is no reasonable anticipation of contact with infectious material.

Exposure Determination Definition of Occupational Exposure:

Any employee with occupational exposure to blood or other potentially infectious materials is covered by the Exposure Control Plan. Potentially infectious materials include the following human body fluids: blood, semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, any body fluid that is visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids.

Occupational exposure is defined by Cal-OSHA as "reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties." (Parenteral is the piercing of membranes or skin barriers through such events as needle-sticks, human bites, cuts and abrasions.) Further, to be considered "occupational exposure," the contact must result from the performance of an employee's duties.

Determination of Occupational Exposure

The Cal-OSHA regulations provide for the Hepatitis B vaccination of certain employees who may reasonably anticipate occupational exposure. Accordingly, it is the responsibility of the school to identify and list the following:

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1. Each job classification in which all the employees have reasonably anticipated occupational exposure.
2. Each job classification in which some of the employees have occupational exposure.

These job classifications along with their related job tasks and procedures are identified in the list that follows, entitled “Job Classifications in Which Employees Have Occupational Exposure to Bloodborne Pathogens.”

Job Classifications in Which Employees Have Occupational Exposure to Bloodborne Pathogens

Below are listed the job classifications at ASA Thrive where some or all employees may handle human blood or other potentially infectious materials, and the tasks/procedures which may result in possible exposure to bloodborne pathogens:

Job Classification	Tasks/Procedures
Employees with Occupational Exposure: <ul style="list-style-type: none"> ● Health Technicians 	Provisions of physical care in which blood or blood-tinged body fluids are present.
Employees with Potential Occupational Exposure: <ul style="list-style-type: none"> ● Special Education Teachers ● Instructional Assistants ● Custodians ● School Office Staff ● General Education Teachers ● Music/Drama, Language Teachers ● Science and STEAM Teachers 	Provisions of physical care or conduct activities with exposure to blood for the developmentally disabled Provisions of first aid Provisions of contact with bio-hazardous materials.

Personal Protective Equipment

Personal protective equipment is specialized clothing or equipment, worn or used by an employee for protection against a hazard (e.g., gloves, eye protection, etc.). (8 CCR §193(d))

All personal protective equipment used ASA Thrive to provide a barrier against bloodborne pathogens will be provided without cost to employees. Personal protective equipment will be chosen based on the anticipated exposure to blood or other potentially infectious materials. The protective equipment will be considered appropriate only if it does not permit blood or other

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potentially infectious materials to pass through or reach the employees' clothing, skin, eyes, mouth, or other mucous membranes.

All personal protective equipment will be inspected periodically and be repaired or replaced as needed to maintain its effectiveness. Employees shall be responsible for notifying their immediate supervisor of the need for repair or replacement of such materials.

Reusable personal protective equipment will be cleaned, laundered and decontaminated, as needed, at no cost to the employees. Personal protective equipment that cannot, for whatever reason, be decontaminated will be disposed of. Any garment penetrated by blood or other infectious materials will be removed immediately, or as soon as possible. All potentially contaminated personal protective equipment will be removed prior to leaving a work area. Glasses/goggles, reusable gloves and barrier masks shall be decontaminated by the user by soaking these articles in an EPA (Environmental Protective Agency) registered germicide or a fresh solution of 1 part bleach to 10 parts water for at least 5 minutes.

Disposable (single-use) latex gloves should be used when contact with blood or body fluids is anticipated (such as a bloody nose). Gloves will be standard components of first-aid supplies and will be readily accessible for use in emergencies and when providing regular care (e.g., in school health offices, cafeterias, and athletic training rooms). Gloves shall also be used during decontamination procedures.

Disposable (single-use) latex gloves shall be replaced as soon as practical when contaminated, torn, punctured or unable to function as a barrier. They shall not be washed or decontaminated for re-use.

Utility gloves may be decontaminated for re-use if the integrity of the glove is not compromised. Utility gloves must be discarded if they are cracked, peeling, torn, punctured, deteriorated or when their ability to function as a barrier is compromised.

Contaminated Needles and Sharps

Broken glassware or other sharps, which may be contaminated, shall not be picked up directly with the hands, but shall be picked up utilizing any mechanical means – such as a broom, dustpan or tongs. Gloves should be worn during this procedure.

Contaminated sharps shall **NOT** be recapped, broken or bent, and should be discarded immediately into easily accessible containers that are closable, puncture resistant, leak-proof on sides and bottom, and properly labeled.

Containers should be located as close as possible to the immediate area where sharps are used (e.g., health room, science classroom, etc.), replaced immediately when full and shall not be allowed to overflow.

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When moving containers of contaminated sharps from the area of use, the containers will be closed immediately prior to removal or replacement to prevent spilling or protrusion of contents.

The disposable sharps container shall be disposed of by a registered waste-hauler. A backup sharps container shall be available at all times. An extra supply of sharp boxes will to be located at the school site.

Waste Disposal

Disposal of contaminated sharps and other 'regulated waste' must be in accordance with the Medical Waste Management Act ("Act"). (*Health and Safety Code, §25015 and following.*) Cal-OSHA defines "regulated waste" as:

Liquid or semi-liquid blood or other potentially infectious materials; contaminated items that would release blood or other potentially infectious materials in a liquid or semi-liquid state if compressed; items that are caked with dried blood or other potentially infectious materials and are capable of releasing these materials during handling; contaminated sharps; and pathological and microbiological wastes containing blood or other potentially infectious materials.

Medical waste under the Act consists of biohazardous and sharps waste.

Biohazardous waste is not normally found in the school setting includes waste which contains recognizable fluid blood. In the event of unusual circumstances, the regulated waste must be double-bagged in leak- proof, appropriately labeled, red color coded plastic bags tied and transported in accordance with all applicable state and local regulations.

Sharps waste includes any device having acute rigid corners, edges, or protuberances capable of cutting or piercing, including:

- Hypodermic needles
- Syringes
- Blades
- Needles with attached tubing
- Broken glass items contaminated with medical waste

Non-regulated waste may be disposed of as regular trash and includes the following:

Waste such as disposables which contain non-fluid blood (e.g., dressing, gauze, cotton rolls, towels, rags, etc., with small amounts of dried blood or other body fluids). Please note that feminine hygiene products, band aids or dressings with small amounts of dried blood are **NOT** considered to be medical waste.

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All waste baskets should be lined with disposable plastic bags. It is important to note that if a contaminated item, such as a band aid or a small dressing, contains dried blood it may be disposed of as regular trash.

Post-Exposure Evaluation and Follow-Up

It is the employee's responsibility to *immediately report* (that same day) the occurrence of an occupational exposure incident to the CEO or designee. An occupational exposure incident is defined as *a specific eye, mouth, other mucous membrane, non-intact skin or parenteral contact with blood or infectious material, resulting from the performance of an employee's duties.*

The employee's report must contain the following information:

1. Name of the first aid provider who rendered assistance or employee who suffered an occupational exposure incident.
2. Date and time of the incident.
3. Description of the first aid incident, including:
 - Whether blood or other potentially infectious materials were involved;
 - Source of the blood or infectious material;
 - Circumstances under which the incident occurred, i.e. accidental or unusual circumstances;
 - Description of where the incident occurred;
 - Description of the personal protective equipment used.
4. Explanation as to whether, in the opinion of the employee, an 'occupational exposure' incident occurred.

In response to a report of an occupational exposure incident, ASA Thrive will:

1. Investigate the circumstances surrounding the exposure incident; and
2. Make immediately available to the employee involved in the occupational exposure incident, a confidential medical evaluation and follow-up, including at least the following elements:
 - Documentation of the route(s) of exposure, and
 - The circumstances under which the exposure incident occurred.

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Conditions for Classroom and School Visitation and Removal Policy

Allegiance STEAM Academy- Thrive encourages parents/guardians and interested members of the community to visit the schools and view the educational program. The CEO/Principal or designee shall invite parents/guardians and the community to open house activities and other special events.

To ensure minimum interruption of the instructional program, the CEO/Principal or designee shall establish procedures which facilitate visits during regular school days. Visits during school hours should be first arranged with the teacher and principal or designee. If a conference is desired, an appointment should be set with the teacher during non-instructional time.

To ensure the safety of students and staff and avoid potential disruptions, Allegiance STEAM Academy- Thrive encourages all visitors to identify themselves to the principal or designee upon entering school grounds.

The CEO/Principal or designee may exclude parents or other members of the community from the school when in their judgement the person's continual presence may pose a threat to pupils or staff due to inappropriate conduct or a previous incident on campus involving pupils or staff. All outsiders shall register in accordance with law immediately upon entering any school building or grounds when school is in session. (Penal Code 627.2)

For purposes of school safety and security, the CEO/principal or designee shall use a visible means of identification for visitors while on school premises.

No electronic listening or recording device may be used in a classroom without the teacher and principal's permission. (Education Code 51512)

Allegiance STEAM Academy- Thrive will maintain a logbook in which every visitor to the school shall write his/her name and contact information and indicate whether he/she is a parent/guardian of a child attending that school. This logbook shall be available in the front office at all times during the school day. All persons entering a school building other than school employees must sign the logbook as soon as they enter the building, regardless of the purpose of their visit.

The school shall require all visitors, including parents, to properly identify themselves. The school shall inform visitors that he/she would appreciate receiving, in writing, any comments they may have after their obligation on the school campus.

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**CALIFORNIA DEPARTMENT OF EDUCATION
TOBACCO-FREE SCHOOL DISTRICT CERTIFICATION**

District/Charter/County Office of Education Name Allegiance STEAM Academy	County Name San Bernardino	County-District-School (CDS) Code TBD
Contact Person Sebastian Cagnetta, Ed D.	E-mail sebastian.cagnetta@asathrive.org	Telephone Number 626-831-2531
		Date Submitted 4/26/18

**CALIFORNIA HEALTH AND SAFETY CODE, Section 104420
Compliance Requirements**

The agency's tobacco-free policy prohibits the use of tobacco products any time in agency owned or leased buildings, on agency property, and in agency vehicles. The agency has established written procedures to enforce this policy.

- Review the submitted agency tobacco-free policies and enforcement procedures to ensure the above factors are addressed, including dates of approval and revisions. Submitted policies and enforcement should address use by staff, students, visitors, and joint use of property.
- Review the submitted assurance signed by the superintendent or designee that states provisions of the policy are implemented and will be enforced by the agency (see provided sample)

The agency's tobacco-free policy specifically prohibits the use of electronic cigarettes or other devices that deliver a vaporized liquid.

Policy and enforcement procedures have been communicated clearly to agency personnel, parents, students, and the larger community.

- Review the submitted description of how the information was disseminated to show the policy and enforcement procedures have been communicated.

Permanent signs stating, "Tobacco Use is Prohibited" are prominently displayed at all entrances to all agency properties/locations.

- Review submitted evidence of compliance that includes a picture of a permanent sign

Information about tobacco cessation support programs is made available and encouraged for students and staff.

- Review the submitted description as to how information regarding these programs is disseminated.

County Office of Education (COE) coordinators for the Tobacco-Use Prevention Education (TUPE) Program should request of each district or direct-funded charter school evidence of compliance as outlined above for review by the COE and complete this form for submission to the California Department of Education (CDE).

Note: COEs must submit this form and documentation pertaining to the certification of the COE to the CDE Coordinated School Health and Safety Office (CSHSO) for review.

Agencies must meet the requirements for certification by July 1 to apply for TUPE funding for that fiscal year. If the agency does not meet the requirements for certification until after July 1, it is ineligible to apply for TUPE funding until the following fiscal year.

For County and State Use Only

The agency identified above meets the criteria for certification as a Tobacco-Free agency as defined in California *Health and Safety Code, Section 104420* and is eligible to apply for funding beginning July 1, 20____. This certification will remain valid until June 30, 20____.

Signature of COE TUPE Coordinator	Printed Name	Telephone Number	Date
Signature of CDE Consultant (for COE submissions)	Printed Name	Date	Date Entered and Initials

INSTRUCTIONS FOR COMPLETION OF TOBACCO-FREE CERTIFICATION DOCUMENTS

The district, direct-funded charter school, or county office of education (COE) must meet the requirements for tobacco-free certification by June 30 to apply for TUPE funding during that fiscal year. **If the District/Charter/COE does not meet the requirements for certification until after June 30, they are ineligible to apply for TUPE funding until the following fiscal year.**

If compliance cannot be documented for **any** compliance requirement, the agency is not eligible to apply for TUPE funding from the Cigarette and Tobacco Products Surtax Fund.

1. On the top two lines, print the name of the school district, charter school or COE; County name; CDS Code; Contact Person; E-mail address; Telephone number; and Date Submitted. The CDS code includes the 2-digit county code, 5-digit district code, and 7-digit school code. The school code is necessary only if a direct-funded charter school. For districts and COEs, use "0000000" as the school code.
2. For each compliance requirement, the agency should assemble the required documentation, as identified on the form.

Suggested documentation includes:

- a. Copies of the board adopted policies and corresponding administrative regulations that impact students, staff, visitors, and civic use permit holders.

For agencies that subscribe to the California School Board Association's services, this could include the following policies:

1. Board Policy (BP) 1330 and Administrative Regulation (AR) 1330
 2. BP 3513.3 and AR 35313.3
 3. BP 5131.62 and AR 5131.62
- b. A memorandum/letter from the agencies lead administrator, or designee, which states the agency will fully enforce all aspects of the tobacco-free policies adopted by the governing board.
 - c. A written description of how students, parents, and staff are made aware of the agency's tobacco-free policy and enforcement procedures
 - d. A written description of how the community is made aware of the agency's policy including civic use permits.
 - e. A clear picture of a permanent sign posted on agency property that represents the signage used by the agency to alert visitors to the agency's prohibition of tobacco-use.
 - f. A written description of the cessation opportunities available to students and staff, a description of how students and staff are made aware of these services and encouraged to access them. (**Note:** The agency is not required to provide the services, but must be able to identify where and how services are available.)
3. After completing the upper portion of the form and assembling all the supporting documentation showing the agency's compliance with the law, **submit the certification form and supporting documentation to the COE TUPE Coordinator or to the CDE CSHSO.**

A list of the COE TUPE coordinators is available on the CDE's County Office of Education TUPE Coordinators Web page at <http://www.cde.ca.gov/ls/he/at/countycoordinators.asp>.

The COE TUPE coordinator will review all the documentation submitted by the agency to demonstrate compliance with the law. The coordinator will notify an agency directly if documentation does not clearly demonstrate compliance and assist the agency in meeting compliance.

If an agency demonstrates compliance with all requirements, the county coordinator will sign and date the certification form. The effective date of this certification will be July 1 of the fiscal year **following** the approval of the document. The certification will expire three years from the effective date. The COE Coordinator will enter the effective date and expiration date of the certification at the bottom of the document. The COE TUPE Coordinator will submit the original form to the Coordinated School Health and Safety Office (CSHSO) and a return a copy to the agency. The COE will retain the submitted documentation for audit purposes.

Note: The county TUPE coordinator cannot certify the COE and must submit the required documentation with this form to the CSHSO for review and certification.

If you have any questions regarding Tobacco-Free Certification, contact your COE TUPE Coordinator or the CDE CSHSO at 916-319-0914.

For more information concerning the TUPE Program, please visit the CDE's Tobacco-Use Prevention Education Program Web page at <http://www.cde.ca.gov/ls/he/at/tupe.asp>.



To: Coordinated School Health and Safety Office
California Department of Education

From: Sebastian Cagnetta, Ed.D.
CEO
Allegiance STEAM Academy

County
Code (2 digits)

District
Code (5 digits)

School
Code (7 digits)

Re: **Assurance of Compliance with Tobacco-Free Policy**

As the CEO of Allegiance STEAM Academy, I hereby attest that this agency complies with California Health and Safety Code, Section 104420, as it pertains to:

- Adoption of Tobacco-Free policy and enforcement procedures,
- Communication of said policy and enforcement procedures to staff, students, parents, and community,
- Posting of appropriate signs at all entrances to agency property, and
- Dissemination of information to students and staff regarding tobacco cessation opportunities.

This memorandum is my assurance to the California Department of Education that this agency will enforce all aspects of the policy adopted by the agency's Governing Board.

Sebastian Cagnetta, Ed.D.
Print Name

CEO
Title

Signature

4/26/2018
Date



Allegiance STEAM Academy - Thrive

2018 - 2019 Certificated Employee Calendar (11 Month/193 Work 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	

15 Work Days

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 Work 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			

23 Work 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	

17 Work 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 Work 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 Work 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		

19 Work 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 Work 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 Work 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 Work 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						

10 Work Days-Total 193

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			



Key



School Closed/ Holidays



In-Service Day (no school for students)



Start and End of Work Year

Important Dates

August 13-24	School year launch, staff professional development
September 6	Back to School Night
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
February 15	In-Service Day (no school for students)
March 25-29	Spring Break
June 14	In-Service Day (no school for students)



Allegiance STEAM Academy - Thrive

2018 - 2019 Positive Work Calendar (12 Month/225 Work Days)

Certificated and classified Administrators (Principal, Directors) are normally required to work a specified minimum number of days (generally 211 days or 225 days) during each school year. These assignments are not necessarily based upon the school calendar, but are intended to provide appropriate management while schools are in session. Failure to work the specified minimum number of days will result in an adjustment in pay for the employee and may result in the employee receiving less than a full year of service credit for retirement purposes.

The CEO shall, by July 1 of each year, issue a calendar identifying scheduled work days for principals and district-level administrators who are required to work a specified minimum number of days.

Administrators are not entitled to receive or accrue overtime pay, paid vacation, paid holidays, compensatory time off, or other paid time off, with the exception of sick leave, unless specifically authorized in their Board-approved contract of employment, or as otherwise required by law. Administrators who perform work in excess of the specified minimum number of days (normally 211 or 225) shall not thereby gain any entitlement to overtime pay, paid vacation, paid holidays, compensatory time off, or other paid time off.

This regulation shall not prevent the CEO or the Board of Directors, in his/her discretion, from authorizing principals and district-level administrators to take brief periods of leave with pay; however, administrator shall have any entitlement to such leave, nor shall such leave accrue.

Important Dates

August 13-24	School year launch, staff professional development
August 27	First Day of School for Students
September 6	Back to School Night
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
February 15	In-Service Day (no school for students)
March 25-29	Spring Break
June 13	Last Day of School for Students
June 14	In-Service Day (no school for students)