



ALLEGIANCE STEAM ACADEMY

SPECIAL MEETING OF THE BOARD OF DIRECTORS

July 13, 2018

8:30 am

Meeting Location:
5862 C 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 the Board Meeting for July 13, 2018.

Recommended the Board of Directors approve the Agenda for Special Board Meeting for July 13, 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 on June 24, 2018

C. ITEMS SCHEDULED FOR DISCUSSION/ACTION:

1. Contract for Services for Duties to Information Technology with Optiva IT
See attached

It is recommended the Board of Directors:

- a. Adopt and Approve the Contract for Services related to Information Technology with Optiva IT.

Motion: _____ Second: _____ Roll Call: _____

2. Contract for Services for Nursing Services

To meet the needs of incoming students, Allegiance STEAM Academy will be required to provide additional nursing services. ASA received quotes from Associated Health Professionals, Inc. and Maxim Healthcare Services to provide the nursing services.

It is recommended the Board of Directors:

- a. Identify a provider; Adopt and Approve a Contract for Services related to Nursing Services with the identified provider.

Motion: _____ Second: _____ Roll Call: _____

3. Student Conduct Policy

See attached

It is recommended the Board of Directors:

- a. Adopt and approve the Student Conduct Policy.

Motion: _____ Second: _____ Roll Call: _____

4. Records Retention Policy

See attached

It is recommended the Board of Directors:

- a. Adopt and approve the Records Retention Policy.

Motion: _____ Second: _____ Roll Call: _____

5. Factoring Agreement with Charter Asset Management

The Board will review/ discuss the Factoring Agreement presented to Allegiance STEAM Academy to provide \$350,000, to assist with start-up expenses. Andrew Vestey and Dr. Sebastian Cogna have agreed to be personal guarantees for the Factoring Agreement.

It is recommended the Board of Directors:

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

Motion: _____ Second: _____ Roll Call: _____

6. Application for a Corporate Credit Card

To assist in the start-up of Allegiance STEAM Academy-Thrive and daily operations, the Chief Executive Officer is requesting to apply for and obtain a Corporate Credit Card with such credit limit and terms as the Chief Executive Officer deems advisable. The Chief Executive Officer and Director of Business Services are authorized to charge on that account any expenses that are reasonably related to carrying out the business of the Organization as provided for by the fiscal policies and procedures.

It is recommended the Board of Directors:

- a. Adopt and approve the application for a corporate credit card and authorized users being Chief Executive Officer and Director of Business Services.

Motion: _____ Second: _____ Roll Call: _____

D. ADJOURNMENT

It is recommended the Board of Directors:

- a. Adjourn the Special Board Meeting for July 13, 2018 at _____

Motion: _____ Second: _____ Roll Call: _____



ALLEGIANCE STEAM ACADEMY

REGULAR MEETING OF THE BOARD OF DIRECTORS

June 24, 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 5862 C. 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 for items not on the agenda.

D. Approval of Agenda for Board Meeting for June 24, 2018.

Motion (Odo), second (Okamoto), motion carried by a vote of 5-0 to approve Agenda for Regular Board Meeting for June 24th, 2018.

II. Open Session:

A. COMMUNICATIONS

1. Comments from Board of Directors

There were no comments from Board of Directors.

2. CEO's report

Dr. Moreno provided an update regarding registration. Dr. Moreno said the registrations were in the process of being approved, records requests have been sent for cumulative files, cumulative files have been coming in from student's prior schools, and that we are going through and sorting through the registrations, getting IEP's in order, along with all of the other paperwork.

Dr. Cognetta briefly discussed the next draw from CAM and said after speaking with Charter Impact it will be considerably less than the million dollars that was originally thought, but the amount is irrelevant because we are right where we need to be. He said we'll get that number soon which will mean that we'll need a Special Board Meeting earlier so it can be in place by the end of the month.

Dr. Cognetta also discussed that Meredith King has requested for us to get an ASA credit card, preferably with Amazon, but understands this can't be voted on until another board meeting.

Dr. Cognetta gave an update regarding finances and said there hasn't been an update with our last budget except that we do have a healthy cushion for the anticipated food services positions which is not in the original budget.

Dr. Cognetta said that as we are receiving student files we are learning of specific needs that we will need to have in place for students on day one. Dr. Moreno said as we are finding out what those needs are we are starting to inquire about contracts for specialized personnel and as they come in we'll review them and then decide what is needed.

Dr. Cognetta gave an update of our revolving loan and said he recently submitted the final documents needed. He said that we should know the results by August.

Dr. Cognetta spoke about the difficulty we're encountering getting approval for our national free and reduced lunch program and are waiting for our confirmation that we have our 5013C status and that Procopio is working on it. He said that he and Meredith King will figure it out in the next week and present the best option to the board.

Dr. Cognetta said we'll get the keys to the facility on July 15th and will begin storing teacher resources on campus as soon as we're told what we can use. He said that some of the furniture will start arriving soon. Dr. Cognetta also said that the campus will be IT ready on August 14th. He also said that he recommends that we approve a contract with an IT provider so they can work with CVUSD with the set up.

Dr. Cognetta said we are now able to start to look at hiring hourly and remaining classified positions. He also reiterated that we'll need a food services position and that he and Meredith King will come up with a job description and present it in the near future.

B. ITEMS SCHEDULED FOR INFORMATION:

- 1. Stakeholder Advisory Committee for Allegiance STEAM Academy-Thrive Local Control Accountability Plan Calendar**

Dr. Cognetta presented the LCAP Calendar and explained how it is developed.

C. ITEMS SCHEDULED FOR CONSENT:

- 1. Minutes for Regular Meeting of the Board of Directors on May 20, 2018**
- 2. Minutes for Regular Meeting of the Board of Directors on June 10, 2018**

Motion (Okamoto), second (Choi), motion carried by a vote of 5-0 to approve the items scheduled for consent.

D. ITEMS SCHEDULED FOR DISCUSSION/ACTION:

- 1. Contract for Services for Duties to Information Technology with Optiva IT**

Motion (Vestey), second (Odo), motion carried by a vote of 5-0 to table the contract for services for duties to Information Technology with Optiva IT until more information could be provided.

2. **Allegiance STEAM Academy Board Resolution Regarding the Education Protection Account**
Motion (Odo), second (Choi), motion carried by a vote of 5-0 to adopt and approve the Allegiance STEAM Academy Board Resolution Regarding the Education Protection Account.

3. **Student Dress Code Policy**
Motion (Odo), second (Okamoto), motion carried by a vote of 5-0 to adopt and approve the Student Dress Code Policy with the change that the required color of legging will be removed.

4. **Consolidated Application for Funding through the California Department of Education**
Motion (Odo), second (Rall), motion carried by a vote of 5-0 to adopt and approve the Consolidated Application for Funding through the CDE.

5. **Local Control Accountability Plan (LCAP) Template**
Motion (Okamoto), second (Choi), motion carried by a vote of 5-0 to adopt and approve the Local Control Accountability Plan Template.

E. ADJOURNMENT

Motion (Odo), second (Choi), motion carried 5-0 to adjourn the meeting.

Andrew Vestey, Board Chair, adjourned the Regular Meeting of the Board of Directors for June 24th, 2018 at 8:06 pm.

Andrew Vestey, Board Chair

Vanessa Okamoto, Board Secretary



OPTIVA IT

Complete Care Agreement

1. Terms of Agreement

This Agreement between **Allegiance STEAM Academy**, herein referred to as Client, and Optiva IT,LLC (OIT) is effective upon the date signed and shall remain in force 8/27/2018-8/27/2020 Additions can be made to this contract per Appendix B. This Agreement automatically renews for a subsequent of 1 year beginning on the day immediately following the end of the Initial Term, unless either party gives the other party thirty (30) days prior written notice of its intent not to renew this Agreement.

- a) This Agreement may be terminated by the Client or by Optiva IT for any reason within the first 30 days.
- b) This Agreement may be terminated by the Client upon sixty (30) days written notice if Optiva IT,LLC:
 - I. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
 - II. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
- c) If either party terminates this Agreement, Optiva IT,LLC will assist in the orderly termination of services, including transfer of services to another provider. Client agrees to pay Optiva IT,LLC the actual costs of rendering such assistance.

2. Coverage

All services will be provided to the Client during the hours of 9:00 am – 6:00 pm Monday through Friday (excluding public holidays). Workstation and Network Monitoring will be provided to the Client by Optiva IT,LLC through remote means 24/7/365. All services, as well as Services that fall outside this scope, will fall under the provisions of Appendix A. Hardware costs of any kind are not covered under the terms of this Agreement.

Support and Escalation

Optiva IT,LLC will respond to Client’s “Support emails” within one (1) hours for non-emergency issues and within one (1) hour for emergency issues. Support can be submitted by email, or phone. Each call will be assigned a case number for tracking. Travel to client’s office/s within a 50-mile radius of Optiva IT,LLC office is included in this agreement.

Service outside Normal Working Hours

Emergency services performed outside of the hours of 9:00 am – 6:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of Appendix A.

Limitation of Liability

In no event shall Optiva IT,LLC be held liable for indirect or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

3. Client Equipment Covered

Optiva IT,LLC will provide monitoring, maintenance, remote support, phone support, and virtual CIO services for the Client’s office. This agreement covers support for existing computers, servers, networking equipment, for 45 workstations 1 server at the Client’s office.

Item	Included	Qty	Initial
Locations	Yes	1	
Remote support/Reactive Support Team (remote/onsite)	Yes	46 devices	
Virtual CIO	Yes		
Server updates & maintenance	Yes		
Workstation updates & maintenance	Yes		
System health tuning	Yes		
24/7 workstation monitoring	Yes		

Antivirus, Antispam, Antimalware Software	Yes	46 Devices
Datto Backup Disaster & Recovery	Yes	01 Devices
Firewall	Yes	1
Security Awareness	Yes	46 Devices
Remote PC Access	Yes	46 Devices

4. Protected Equipment and Retention Policy

	Qty	GB used locally	Retention
Servers	1	n/a	1 year
Desktops and Laptops	45	n/a	1 year

5. Additional Services

Hardware/System Support

Optiva IT,LLC shall provide support for currently installed hardware and software, provided that all hardware is covered under a currently active vendor warranty; or replaceable parts be readily available, and all software be genuine and vendor-supported. Software patching is included. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be discussed with the Client and passed on to the Client. Installation of new hardware and software is not included in this agreement.

Monitoring and Reporting Services

Optiva IT,LLC will provide ongoing monitoring of all critical devices as indicated in section 3 (above). Optiva IT,LLC will document critical alerts, scans, and event resolutions t (asset, licensing, etc).

Virtual CIO

Optiva IT,LLC will schedule quarterly or annual business reviews (depending on which the Client prefers) with the Client to discuss the state of their current IT infrastructure, upcoming IT developments, and future technology plans of the Client. Optiva IT,LLC will assist in developing an IT budget to meet the Client's future growth projections.

6. Excluded Services

Service rendered under this Agreement does not include:

- 1) The cost of any parts, equipment, or shipping charges of any kind.
- 2) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind (unless specifically stated in this contract). Antivirus and Antispyware software is included in this agreement.
- 3) The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees.
- 4) Programming (modification of software code) unless as specified in section 3 (above).
- 5) Installation of new hardware or new software (e.g. line-of-business application).*
- 6) Office Telephone System support unless specified in section 3 (above).

Initial

*New computers will be installed at no charge if purchased from Optiva IT,LLC.

7. Confidentiality and Non-Compete

Optiva IT,LLC and its agents/employees will not use or disclose Client information, except as necessary to or consistent with providing the contracted services, and will protect against unauthorized use.

The Client agrees that without written consent, at all times while Client is employing the services of Optiva IT,LLC and for twelve (12) months after the contract period terminates, the Client will not solicit, hire, retain (including as a consultant) any employee or contractor of Optiva IT,LLC or any former employee who has left employment or contract within twelve (12) months prior to such hiring.

8. Miscellaneous

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the Client and Optiva IT,LLC Systems and no other promises or conditions were made or set in any other agreement, whether oral or written. This agreement supersedes any prior written or oral agreements between the parties, as of the date executed.

Optiva IT,LLC is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

This agreement may be modified or amended, provided the amendment is made in writing, is mutually agreed upon and is signed by both parties' representative(s).

If any provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Initial

9. Fees and Payment Schedule

Fees for the first year will be \$4,100 plus sales tax (sales tax will be added if applicable), invoiced to the Client on a Monthly basis, and will be automatically drafted on the first day of each month. The first month will include an additional one-time setup fee of \$000

All invoices are "Net 20" (due 20 days after the invoice date). A finance charge of 1.5% per month will be added to late invoices. If an invoice becomes 30 days past due, you will be notified and your account will be put on "credit hold." Optiva IT,LLC requires a 50% deposit on all hardware/software at the time of purchase. The remainder of the hardware/software purchase amount is due when the equipment is delivered.

It is understood that any and all Services requested by the Client that fall outside of the terms of this Agreement will be discussed with the client and billed as separate, individual services.

10. Acceptance of Service Agreement

This Service Agreement covers only those services and equipment listed in section 3 (above). IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

07/13/18

Steve D. Diaz Optiva IT,LLC Date

Authorized Signature Client Date

Effective Date

Appendix A

Service Rates

Labor	Rate
System Health Tuning Mgmt.	INCLUDED
Onsite support	INCLUDED/ UNLIMITED
Firewall Mgmt.	INCLUDED
Remote PC/Laptop Help Desk	INCLUDED
24x7x365 Workstation Monitoring	INCLUDED
Phone Support	INCLUDED
Server and PC Proactive Tasks	INCLUDED
Remote support	INCLUDED
Remote PC Management anti malware	INCLUDED
PC Updates	INCLUDED
Remote Network asset Management	INCLUDED
Remote Server maintenance & updates	INCLUDED
Vendor management	INCLUDED
Onsite Labor 2-hr minimum After Hours and Weekends	INCLUDED
Virtual CIO	INCLUDED
Initial Server Installations and Projects	INCLUDED
Software Deployment Projects	INCLUDED
New PC Installations* purchased from Optiva IT,LLC	INCLUDED
New PC Installations* purchased from other vendors	INCLUDED
Future IT Projects- New servers, Security cameras, WIFI Installations	\$99/hour
Printers/Phones & Student Chromebook Management	INCLUDED

Initial

*PCs purchased through Optiva IT,LLC will be installed at no charge. Clients may purchase PCs or other equipment through other vendors (clients will be charged at hourly rate above for equipment not purchased through Optiva IT,LLC)

We ask that Client sends specifications of any technology equipment to Optiva IT,LLC for a review before purchase (review at no charge to Client). This will reduce problems with incorrect equipment/specifications if you choose to purchase them through another vendor.

We are your trusted IT provider, and we always strive to offer the best prices while guaranteeing that the products we sell are warrantied and will work with your network.



Corporate Office : Los Angeles
 6095 Bristol Parkway, 2nd Floor
 Culver City, CA 90230-6601
 310-417-3011 818-981-4454
 FAX 310-645-3034

Apple Valley Branch Office :
 19031 Highway 18, Suite 220
 Apple Valley, CA 92307
 PH: (760) 242-4483 800-428-1421
 FAX : (760) 242-4823

Associated Health Professionals Inc.

**PROPOSED BILLING RATES FOR NURSING SERVICES
 FOR ALLEGIANCE STEAM ACADEMY, THRIVE
 5862 C Street, Chino, California 91710
 Effective July 1, 2018**

Attention: Callie Moreno, Ed.D, Director of Educational Programs
Tel: Fax: Email: callie.moreno@asathrive.org

HOURLY RATE

LVN's \$ 37.00
Annual Budget – 1,086.50 hours x \$37.00/hour \$40,200.50

	Regular M-Th	Early Release (Fri & Minimum Days)
Number of Days	135	34
Start Time	8:00 AM	8:00 AM
End Time	2:50 PM	12:50 PM
	Grand Total	1086:50

The above rates are inclusive of all costs of salary, insurances, travel to and from the assignment, and any other costs incurred by AHP to place employee on assignment. Terms and conditions of each assignment will be determined at the time of School 's request for a Nurse.

All hours beyond eight hours per shift or per day will be charged to the facility at the rate of 1.5 times the standard hourly rate for the first four hours, and 2.0 times the standard hourly rate for the second four hours of a double eight hour shift. All non-overtime hours beyond 40 hours per week, per person will be charged to the facility at a rate of 1.5 times the standard hourly rate. Holiday rates will be billed to the facility at a rate of 1.5 times the standard hourly rate for the entire eight hours worked, and 2.0 times the rate for hours worked beyond eight hours.

Holiday Shifts are:

New Year's Eve	7p-7a, 11-7
New Year's Day	7-3, 7a-7p, 3-11, 7p-7a, 11-7
Thanksgiving Day	7-3, 7a-7p, 3-11, 7p-7a, 11-7
Christmas Eve	7p-7a, 11-7
Christmas Day	7-3, 7a-7p, 3-11, 7p-7a, 11-7
Memorial Day	7-3, 7a-7p, 3-11, 7p-7a, 11-7
Fourth of July	7-3, 7a-7p, 3-11, 7p-7a, 11-7
Labor Day	7-3, 7a-7p, 3-11, 7p-7a, 11-7

**Note: Daylight savings time: Spring...to be paid one (1) hour less when assignment worked.
 Fall...to be paid one (1) hour more when assignment worked.**

Facility Signature _____ Date _____

AHP Representative _____ Date _____
Mary Anderson, President

Hospital agrees that in the event an AHP employee who has worked at Hospital within 12 months of Hospital hire date becomes employed by Hospital, Hospital will pay Associated Health Professionals, Inc. the equivalent to 25% of projected annual salary. No compensating damages will apply after 12 months of Agency assignment. If Agency employee completes 1,000 hours worked at Hospital and Hospital then hires employee subsequently, no placement fee will be charged by Agency. All invoices issued for work verified by Agency sign-in sheet are for Labor and are due and payable upon receipt. A late charge of one and one-half percent (1.5%) will be charged and is payable for each thirty (30) day period of delinquency. The invoice is considered delinquent thirty -one days after the billing date



Corporate Office : Los Angeles
6095 Bristol Parkway, 2nd Floor
Culver City, CA 90230-6601
310-417-3011 818-981-4454
FAX 310-645-3034

Apple Valley Branch Office :
19031 Highway 18, Suite 220
Apple Valley, CA 92307
Tel: (760) 242-4483 800-428-1421
Fax:: (760) 242-4823

Associated Health Professionals Inc.

SUPPLEMENTAL STAFFING AGREEMENT

PARTIES:

DISTRICT: ALLEGIANCE STEAM ACADEMY.THRIVE ("District")

AGENCY: ASSOCIATED HEALTH PROFESSIONALS, INC. ("Agency")

This agreement by and between ALLEGIANCE STEAM ACADEMY.THRIVE, hereinafter ("District") and ASSOCIATED HEALTH PROFESSIONALS, INC (hereinafter "Agency").

RECITALS

WHEREAS, District operates an acute care and/or other patient care facility: AND

WHEREAS, Agency is a licensed temporary staffing agency in the business of providing supplemental staffing to medical care providers such as District; AND

WHEREAS, District desires Agency to provide, when requested and on a non-exclusive basis, the highest quality supplemental staffing available;

NOW, THEREFORE, District and Agency hereby agree as follows;

1. SERVICES

1.1 Upon request by District, Agency shall use its best efforts to assign temporary, supplemental personnel (hereinafter "Staff") to District in full compliance with all the provisions of this Agreement. Agency shall carefully screen Staff to determine their qualifications and competence prior to referring Staff to District. This screening by Agency shall include, but not be limited to, obtaining all pertinent information (hereinafter "Pre-Assignment Screening Information") concerning the past employment, licensure, certifications, education and professional skills of Staff. All Pre-Assignment Screening Information shall be made immediately available to District by Agency upon request.

1.2 This Agreement does not constitute an exclusive engagement of Agency's services by District, or a promise by District to meet all of its supplemental staffing needs through Agency. Agency is not prohibited from assigning Staff to other entities, and District is not obligated to use Agency exclusively or at all. To the contrary, District is free to use or not use Agency as it deems fit in its sole discretion.

1.3 Agency agrees to provide District competent personnel (hereinafter "Qualified Staff") as requested by District to meet District's supplemental staffing needs. Qualified Staff shall have at least one (1) year of prior work experience in a United States District in the specialty area they would be assigned at District. Qualified Staff shall also possess a valid, original license to practice their profession in the State of California, as well as any other professional certifications required for the practice of their specialty. The existence of the required work experience, licensure and/or professional certification shall be confirmed by Agency when it acquires the Pre-Assignment Screening Information from Staff.

1.4 Agency agrees that all Agency staff must comply with applicable local, state and federal laws and regulations, including JCAHO standards, HIPAA and with all applicable District policies and procedures, by-laws, rules and regulations adhere to all applicable Joint Commission on Accreditation of Healthcare Organizations standards.

1.5 Agency represents that it does not unlawfully discriminate against its staff, employees, contractors, or agents and that it fully complies with all applicable local, state and federal anti-discrimination and employment-related regulations and laws.

1.6 Exclusion from Federal Healthcare Programs :

Agency represents and warrants that Agency has not been excluded from any Federal Healthcare Program. Agency verifies that it has not been nor is it presently excluded or sanctioned by any regulatory or governmental agencies. Agency also represents and warrants that all of its employees or other individuals assigned to District by Agency (a) are not Excluded Individuals or Entities, and (b) have been screened for exclusion status under the OIG List and the GSA List.

2. REQUESTS FOR STAFF AND SCHEDULING

2.1 District shall use its best efforts to request Staff at least (2) hours prior to the applicable reporting time. If District requests a particular person, Agency shall assign that person to District if the person is available, satisfied the criteria for Qualified Staff and is ready, willing and able to work.

2.2 When District requests Staff as a late call - less than two (2) hour prior to the scheduled start of a shift, if Agency employee is able to arrive to work within 2 hours of the requested late call shift, Agency will be paid for that Staff from the scheduled start of the shift, unless another agreement was made at the time of the booking. Verbal agreements between District and Agency are documented and binding

2.3 Prior to six (6) hours before the scheduled start of a shift or assignment, Agency may change or cancel a request for Staff without incurring any liability to District.

2.4 When District cancels a request for Staff less than six (6) hours before the scheduled start of a shift or assignment, and Staff cannot be contacted by Agency prior to reporting to District for work, District will pay Agency for Four (4) hours per the rate structure for that Staff in effect at the time of the cancellation. AHP will make every effort to cancel the AHP employee before they travel to the District.

2.5 If Staff is no longer needed by District after reporting for work and beginning their assignment, Staff may be called-off by District. If Staff is called-off by District, Agency shall be paid for the actual number of hours worked by Staff or a minimum of four (4) hours, whichever is greater, per the rate structure for that Staff in effect at the time of the call-off.

2.7 District Confidential Information: All files, records and documents of District or its subsidiaries or affiliates which comes into Agency's or Staff's possession shall remain the exclusive property of District and shall be returned to District upon completion of each Staff assignment under this agreement.

2.8 HIPAA Compliance: Agency shall at all time safeguard the integrity, security, and confidentiality of individually identifiable health information, as that term is defined in 42 U.S.C. Section 1320d(6) ("Health Information"), to which it has access by virtue of this Agreement. To accomplish this requirement, Agency shall maintain reasonable and appropriate administrative, technical and physical safeguards as specified in 42 U.S.C. Section 1320d-2(d)(2).

Agency shall familiarize its Staff, agents, employees, subcontractors, and representatives with the privacy and security policies of District applicable to District's Health Information. Agency and District shall promptly report to one another any unexpected incidents regarding any breach of integrity, security or confidentiality of District's Health Information.

District and Agency agree to report to one another any unexpected incidents, including errors, unanticipated deaths and other events, injuries and safety hazards related to the care and services provided.

3. ASSIGNMENTS, TRAINING AND POLICIES AND PROCEDURES

3.1 If District concludes that Staff assigned to District by Agency are not performing their duties in a

satisfactory manner or that Staff otherwise fail to satisfy the criteria for Qualified Staff, said staff shall not be permitted to continue working at District. Under such circumstances, District may immediately terminate Staff's assignment and ask Staff to leave District property. District shall immediately inform Agency of any such action. Agency will be paid for actual hours worked prior to staff's dismissal.

3.2 Staff initially requested for a particular area may be reassigned to other areas by District after arriving at District or at any time while working at District, subject to Staff's professional qualifications. If Staff refuses an assignment and Staff has not commenced work, District shall not owe Agency any amounts in connection with said Staff.

3.3 While working at District, Staff must comply with all applicable state and federal laws and regulations and with all District policies and procedures.

3.4 District shall provide written information to Agency for the purpose of orienting Staff prior to their first assignment at District. When Staff first commences work at District, District shall provide Staff with information about the location of emergency exits, how to call an emergency, the location of the emergency charts and other information which District requires Staff to know.

4. EMPLOYMENT STATUS OF STAFF

4.1 Staff assigned by Agency to District under this Agreement are employees of Agency and are not employees or agents of District.

4.2 Agency is the employer of Staff. This responsibility shall include, but not be limited to, the obligation to ensure full compliance with and satisfaction of (i) all state and federal payroll, income and unemployment tax requirements, (ii) all state and federal wage and hour requirements, (iii) all worker's compensation insurance requirements..

5. QUALIFICATIONS, AGENCY HIRING AND DISCIPLINE OF STAFF

5.1 All Staff are subject to approval by District. Staff will professionally, ethically and diligently carry out their responsibilities hereunder in order to serve the best interest of District's patients and District.

5.2 All Staff supplied by Agency shall be appropriately screened by Agency in accordance with the terms of this Agreement and policies and procedures consistent with the then current published standards of the Joint Commission on Accreditation of Healthcare Organizations and Title 22 of the California Code of Regulations.

5.3 District shall communicate its dress code requirements to Agency. Staff assigned to District must comply with these requirements or they shall be considered as failing to satisfy the criteria for "Qualified Staff" under the terms of this Agreement.

6. FEES AND INVOICING

6.1 Hourly rates charged District for each category of employee are listed in Attachment I. These rates shall be effective until changed by either party with written notice, beginning on the effective date of this Agreement. Attachment I is subject to renegotiation when either party initiates negotiations. During such negotiations, the most recent rate structure shall remain in effect until a new structure is agreed upon. These rates represent the entire rate to be charged to District for Staff and are not subject to adjustment unless agreed upon by both parties in writing.

6.2 Agency will invoice District weekly for services provided hereunder, and such invoices shall be subject to the credit terms set forth in this contract. All invoices shall be serially numbered and shall contain the following information by specific District unit:

- a. Staff's name
- b. Staff's license number
- c. Date worked
- d. Shift worked
- e. Total hours worked
- f. Hourly rate
- g. Total charge
- h. Cost center worked
- i. Overtime identified
- j. Additional charges identified

6.3 Holiday rates listed on the rate schedule (Attachment 1) shall be applicable on the following holidays only:

- a. New Year's Eve starting at 3pm through New Year's Day including the 7PM - 7AM shift
- b. Christmas Eve starting at 3pm through Christmas Day including the 7pm - 7am shift
- c. Thanksgiving Day
- d. Memorial Day
- e. July 4th
- f. Labor Day
- g. President's Day

7. INSURANCE

7.1 Agency shall purchase and maintain during the duration of this Agreement and after the expiration of this Agreement as provided below, the following insurance coverage:

7.2 Workers' compensation and employer's liability coverage for Agency's legal and statutory obligations for damages due to bodily injuries either by accident or disease, occurring to Agency's employee, agents or servants as a result of employment.

7.3 General liability covering Agency, its agents, employees, and servants for bodily injury, personal injury, or property damage claims arising out of the premises, products or activities of Agency. Minimum limits of liability for the above coverage shall be \$1,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage with excess liability of \$5,000,000.00.

7.4 Professional liability covering Agency employees. Minimum limits of liability shall be \$2,000,000 per incident and \$4,000,000 annual aggregate. In the event such coverage is through a "claims made" policy and is either canceled, replaced or non-renewed, Agency shall obtain and maintain extended coverage ("tail") insurance covering

occurrences during the effective period of this Agreement.

7.5 Unemployment Insurance as required by law for all employees.

7.6 Automobile liability insurance, if Agency provides personnel for home visits, covering Agency, its agents, employees, or servants for property damage and bodily injury claims of the public arising out of the ownership, maintenance, or use of vehicle, either owned, non-owned, or hired. Minimum limits of liability for the above coverage shall be \$1,000,000 per occurrence. This coverage may be provided under Agency's general liability policy.

7.7 The policies required hereunder shall provide for written notice to District at least thirty (30) days prior to the cancellation or modification of any above-mentioned insurance.

7.8 Agency shall provide District with certificates of insurance as evidence that all coverage required under this Agreement have been obtained and are in full force and effect. Certificates of insurance must be supplied with five (5) days of effective date of this Agreement or the effective date of any renewal period of this Agreement.

8. TERM AND TERMINATION

8.1 This agreement shall be effective from the date of execution until June 30, 2019. Renewal must be renegotiated prior to June 20, 2019. .

8.2 This Agreement may be terminated by either party, at any time, for any reason, upon 30 days written notice to the other party.

9. SURVIVAL OF CERTAIN OBLIGATIONS

9.1 Termination of this Agreement shall not affect any obligation of either party which has accrued prior to such termination.

10. INTEGRATION

11.1 This document contains the entire agreement between the parties hereto and supersedes any and all prior negotiations, commitments, agreements and understandings between the parties. No representations or warranties, whether express or implied, have been made by any party except as expressly stated herein.

11.2 No supplement, amendment or modification to this Agreement shall be of any force or effect unless in writing and signed by both parties.

12. NOTICES

12.1 Any notice to be made in connection with this Agreement shall be in writing and shall be deemed effectively given when delivered in person or sent by registered or certified mail, telegram or telex by one party to the other party, as follows:

District : Allegiance STEAM Academy.Thrive
5862 C Street
Chino, California 91710
Attention: Callie Moreno, Ed.D.,
Director of Educational Programs
Callie.moreno@asathrive.org
Tel:
Fax:

Agency: Associated Health Professionals, Inc
6095 Bristol Parkway, 2nd Floor
Culver City, California 90230-6601
Attention: Mary Anderson, President
Tel: 310-417-3011
Fax:: 310-645-3034
Email: mary@ahpstaffing.com

or to other addressees as any party may specify by written notice to the other.

13. ASSIGNMENT

14.1 Both parties may assign any rights and delegate any duties hereunder without the express prior written consent of other.

14. SEVERABILITY

15.1 If any part of this Agreement is held by a court of competent jurisdiction of California or federal law to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

15. HEADINGS

16.1 The subject of headings of this Agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of the provisions of the Agreement.

16. RELATIONSHIP OF THE PARTIES

17.1 Agency is performing the services and duties hereunder as an independent contractor and not as an employee, agent, partner of or joint venture with District.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

District:

Allegiance STEAM Academy.Thrive
5862 C Street
Chino, California 91710

Agency:

Associated Health Professionals, Inc
6095 Bristol Parkway, 2nd Floor
Culver City, CA 90230-6601

By: _____

By: _____

Title: _____

Title: MARY ANDERSON, PRESIDENT

Date: _____

Date: _____

CERTIFICATE OF DISTINCTION

has been awarded to

Associated Health Professional, Inc.

Culver City, CA

for

Health Care Staffing

by



The Joint Commission

based on a review of compliance with national standards.


April 6, 2018

Certification is customarily valid for up to 24 months.


Craig W. Jones, FACHE
Chair, Board of Commissioners

ID #454934

Print/Reprint Date: 04/06/2018


Mark R. Chassin, MD, FACP, MPP, MPH
President

The Joint Commission is an independent, not-for-profit national body that oversees the safety and quality of health care and other services provided in certified organizations. Information about certified organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding certification and the certification performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.





EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 1st day of July, 2018, by and between **Alliegance Steam Academy** located at 5862 C St. Chino, CA 91710, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and Maxim Healthcare Services d/b/a Maxim Staffing Solutions, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 3580 Wilshire Blvd. Suite 1000 Los Angeles, CA 90010 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in California and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect for one (1) EDUCATIONAL INSTITUTION calendar year and will be automatically renewed at the end of the first year and each subsequent year unless terminated.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services. MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified health care providers (i.e. LPNs, RNs, SLPs, School Psychologists, SPED Teachers, BCBAs, and other various health and related services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

Section 2.2 Personnel. MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

- 1) Possess current state license, certification(s) and/or credential(s), as applicable and appropriate for the services provided to EDUCATIONAL INSTITUTION, documentation of which will be kept in the MAXIM employee file and will be provided to EDUCATIONAL INSTITUTION as requested in writing.
- 2) Skills competency evaluation, if applicable, to be verified by a MAXIM clinician.
- 3) Completed MAXIM standard OSHA and HIPAA training.
- 4) Complete state-specific background checks and health assessment requirements, as defined by state-specific educational code.
- 5) MAXIM will ensure completion of documentation, as requested by EDUCATIONAL INSTITUTION, to assist in Local Education Agency reimbursement.

Section 2.3 Insurance. MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify EDUCATIONAL INSTITUTION in writing of its intent to use subcontractors and will obtain written approval from EDUCATIONAL INSTITUTION. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

Section 3.1 Orientation. EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION'S specific policies and procedures provided to MAXIM for such purpose.

- Section 3.2 Requests for Personnel.** EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.
- Section 3.3 Short-Notice Requests.** MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- Section 3.4 Staff Order Cancellation.** If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for four (4) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.
- Section 3.5 Responsibility for Student Care.** EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHP's) for its students, and for ensuring that services provided by MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 2080 Hours x 30%).
- Section 3.7 Per Diem or Short Term Staff Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.
- Section 3.8 Per Diem or Short Term Staff Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any

reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

- Section 3.9 Assignment Confirmation.** MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use its best efforts to provide a qualified replacement for such cancelled Personnel within fourteen (14) days from the date of notification.
- Section 3.10 Assignment Cancellation for Convenience.** EDUCATIONAL INSTITUTION agrees to utilize Personnel for the specified period of time, agreed upon by both parties. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Personnel already being utilized, EDUCATIONAL INSTITUTION must give MAXIM thirty (30) days' notice before cancellation date. EDUCATIONAL INSTITUTION will compensate MAXIM 50% of the uncompleted portion of the original assignment period.
- Section 3.11 Insurance.** EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage.
- Section 3.12 Incident Reports.** EDUCATIONAL INSTITUTION shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the EDUCATIONAL INSTITUTION and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

- Section 4.1 Non-discrimination.** Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

- Section 5.1 Invoicing.** MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION every week for Personnel provided to EDUCATIONAL INSTITUTION during the preceding week. Invoices shall be submitted to the following address:

**Allegiance Steam Academy
5862 C St.
Chino, CA 91710
ATTN: Callie Moreno**

- Section 5.2** **Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.
- Section 5.3** **Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.
- Section 5.4** **Rate Change.** MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.
- Section 5.5** **Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

ARTICLE 6. GENERAL TERMS

- Section 6.1** **Independent Contractors.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.
- Section 6.2** **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- Section 6.3** **Indemnification.** MAXIM agrees to indemnify and hold harmless EDUCATIONAL INSTITUTION, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of EDUCATIONAL INSTITUTION, its directors, officers, employees, contractors or agents under this Agreement.
- Section 6.4** **Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.
- Section 6.5** **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the

address to which notices are sent by sending written notice of such change of address to the other party.

Allegiance Steam Academy
5862 C St.
Chino, CA 91710
ATTN: Callie Moreno

Maxim Healthcare Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:

Maxim Staffing Solutions
3580 Wilshire Blvd. Suite 1000
Los Angeles, CA 90010
ATTN: **Scott Morrison**

- Section 6.6 Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- Section 6.7 Entire Contract; Counterparts.** This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.
- Section 6.8 Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.
- Section 6.9 Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Section 6.10 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 6.11 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 6.12 Limitation on Liability. Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

Section 6.13 Incorporation of Recitals. The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.

Section 6.14 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 Confidentiality.

A. MAXIM/EDUCATIONAL INSTITUTION Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Student/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 HIPAA/HITECH Obligations. Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and

policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

Notwithstanding the foregoing, MAXIM and all staff provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA and HITECH.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

ALLEGIANCE STEAM ACADEMY:

MAXIM HEALTHCARE SERVICES, INC., D/B/A
MAXIM STAFFING SOLUTIONS:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

ATTACHMENT A
Allegiance Steam Academy STAFFING RATES

Charges will be based on the following hourly rate schedule effective July 1st 2018:

Service	Rate
LVN*	\$42 per hour
Para Educator / C.N.A. / Health Aide	\$30 per hour
RN*	\$70 per hour
School Credentialed RN*	\$70-\$100 per hour
Speech Language Pathologist*	\$90 per hour
Speech Language Pathologist Assistant*	\$65 per hour
Certified Occupational Therapy Assistant*	\$65 per hour
Occupational Therapist*	\$80 per hour
School Psychologist*	\$80-\$100 per hour
Counselor / Social Worker	\$65 per hour
Behavior Therapist* (includes supervision hours)	\$45 per hour
BCBA	\$125 per hour
Physical Therapist*	\$75 per hour

**** EDUCATIONAL INSTITUTION and MAXIM hereby agree that the EDUCATIONAL INSTITUTION shall schedule MAXIM Personnel for a minimum of four (4) hours for an assignments. EDUCATIONAL INSTITUTION acknowledges and agrees that there is a substantial investment incurred by MAXIM in recruiting, training and employing Personnel to provide Services to EDUCATIONAL INSTITUTION as well as recruiting challenges for identifying Personnel who are willing and able to work for less than four (4) hour shifts. As such, EDUCATIONAL INSTITUTION agrees that it will make commercially reasonable efforts to schedule Personnel for a minimum of four (4) hour shifts for the positions noted.**

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

ALLEGIANCE STEAM ACADEMY:

Maxim Healthcare Services d/b/a Maxim
Staffing Solutions:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



STUDENT CONDUCT POLICY

ASA Thrive will be committed to providing an environment that allows students to develop academically and social-emotionally. The Board believes that all students have the right to be educated in a positive learning environment free from disruptions. Students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, while going to or coming from school, while at school activities, and while on school transportation.

Conduct is considered appropriate when students are diligent in study; careful with school property; and courteous and respectful towards their teachers, other staff, students, and volunteers.

All staff will treat students with dignity, respect and compassion. Discipline for unsafe, defiant and inappropriate behavior is no exception. At all times, staff will communicate using a clear and assertive voice, not a passive or aggressive one. School staff will discuss and model the Wolves Ways at grade level assemblies at the beginning of the school year, daily in opening and closing advisories and as needed based on their professional judgment. Students who consistently follow these rules will be recognized on an individual and school wide basis.

Student Responsibilities

The following list of student responsibilities is not exhaustive. All students have the responsibility to:

- Be on time and attend every class every day, unless excused.
- Be respectful in communications with peers and those in authority.

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- Comply with all school building and school policies, rules and behavior expectations as well as state and federal law including, but not limited to, refraining from all types of harassment and bullying.
- Comply with school rules governing the proper use of electronic devices.
- Respect school property and not damage it.
- Arrange to make up work when absent from school.
- Attain satisfactory academic achievement consistent with an individual's ability and complete all assignments.
- Assume personal responsibility for acting with respect and common courtesy.
- Accept disciplinary consequences with dignity and make a commitment to improve one's own individual performance and conduct.
- Exhibit honest behavior as it applies to tests, assignments, and other school work.
- Understand and comply with school rules regarding appropriate conduct on the bus and at extra-curricular or other school-related activities.
- Refrain from bringing or possessing weapons at school.

Prohibited Student Behavior includes but is not limited to:

1. Conduct that endangers students, staff, or others, including, but not limited to, physical violence, possession of a firearm or other weapon, and terrorist threats
2. Discrimination, harassment, intimidation, or bullying of students or staff, including sexual harassment, hate-motivated behavior, cyberbullying, hazing or initiation activity, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption
3. Conduct that disrupts the orderly classroom or school environment
4. Willful defiance of staff's authority
5. Damage to or theft of property belonging to the students, staff, or the school. Due to extensive damage done to school property, gum is not allowed to be sold, possessed, and/or chewed on school property. The school shall not be responsible for students' personal belongings which are brought on campus or to a school activity and are lost, stolen, or damaged.
6. Use of profane, vulgar, or abusive language
7. Possession, use, or being under the influence of tobacco, alcohol, or other prohibited drugs

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8. Possession or use of a laser pointer, unless for a valid instructional or other school-related purpose (Penal Code 417.27)
9. Prior to bringing a laser pointer on school premises for a valid instructional or school-related purpose, a student shall obtain permission from the principal or designee.
10. Use of a cellular/digital telephone, pager, or other mobile communications device during instructional time
11. Plagiarism or dishonesty on school work or tests
12. Inappropriate attire
13. Tardiness or unexcused absence from school
14. Failure to remain on school premises in accordance with school rules
15. Student dance movements and mannerisms must fall within the standards of good taste and decency. Dancing that is lewd, lascivious, or deemed inappropriate based on school standards will not be tolerated. Physically dangerous dancing or movements will not be permitted. Students who engage in inappropriate behaviors will be stopped and warned on the first occasion. Parents will be contacted and students will be asked to leave the dance should students continue the inappropriate behavior. School officials are given the right to make decisions on suitable dance movements.

Logical Consequences for Inappropriate School Behavior

Disciplinary Action

All responses to student inappropriate school behavior shall include elements of teaching, or re-teaching appropriate school behavior and restoration of relationships affected by the student behavior. Disciplinary action may be taken for any student conduct that interferes with the operations of the school or the welfare of the student or others.

Disciplinary Action Options

Alternatives to removal from class or dismissal shall be used whenever possible unless the behavior of the student places the student or others in danger, or a removal/dismissal is required by other law, policy, or procedure. Any discipline for a violation of student behavior expectations will be based on all available facts and circumstances of the violation and is solely within the discretion of the school. Any violation of a school rule will result in disciplinary action. Disciplinary action may range from a simple verbal warning, parent contact, removal

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from class, suspension, or other appropriate disciplinary action up to and including expulsion or exclusion, depending on the nature of the infraction.

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Retention and Management of Files and Records

The ASA Board of Directors recognizes the importance of having procedures regarding retention of files and records, including which records should be kept and which can be destroyed .

This policy has been developed so that ASA employees can determine and identify which records should be preserved . The policy includes a records retention schedule, which is a list of all records produced or maintained by ASA and the actions taken with those records .

Filing System, Record Class, Email, and Other Electronic Records

Filing System

Unless necessary, records will be kept only by their originator or sender, not by the receiver.

ASA will keep all documentation and records for each year separate from those for other years . ASA will use Labeled folders, using separate folders for different types of documents (e.g., invoices separate from bank reconciliation worksheets, and income tax returns separate from cash receipts) .

ASA will use a Record Class system, adhering to the following record classes to optimize filing efficiency, records access, record classifications, and retention periods:

- **Class 1: Permanent Records.** Permanent records will be kept indefinitely in accordance with statute or other written guidance .
- **Class 2: Optional/Temporary Records.** Optional records are any records worthy of temporary preservation not classified as Class 1, Permanent records.
- **Class 3: Disposable Records.** All records not classified as Class 1: Permanent, or Class 2: Optional/ Temporary, shall be classified as Class 3: Disposable.

Email Class Records. All email records of ASA will be retained for a maximum of one fiscal year beginning July 1 and ending June 30 of the year after the email was created . All emails older than one fiscal school year after the year the email was created will be automatically deleted from ASA's email system, servers, backup servers, and any other electronic storage system as

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early as the first day of the subsequent fiscal school year. The subsequent fiscal school year is defined as beginning on July 1 .

Should any email be determined to be retained longer than one fiscal year beyond the date the email was created, the email should be archived in the email system, or printed and filed.

Other Electronic Records: Other electronic records are electronic records saved on a hard drive, flash drive, or other electronic storage medium of the staff or individual who retains the record in its final form. Any electronic record not classified as Class 1: Permanent or Class 2: Optional/ Temporary shall be classified as Class 3: Disposable. Once an electronic record is considered Class 3: Disposable, employees will conduct a reasonable search of all electronic sources of information (computer hard drives, flash drives, servers, compact discs and other electronic media) in their possession and shall delete those electronic records permanently .

Record classes 1 through 3 are described and defined in further detail later in this policy.

Records Retention

Copies of critical records that are vital to the ASA's daily operations will be kept off site in case of disaster. This may include information needed to file insurance claims (asset lists, insurance contacts, policy numbers), financial data for tax purposes (wages paid, income and expenses), contact lists to inform or restart the business (vendors, customers, investors and employees), and other data to help rebuild the business (business plans, intellectual property, or proprietary information) .

Destruction of Class 3: Disposable Records

Within three to six months after the end of each school year, all Class 3 records will be destroyed. In other words, all records are to be preserved until they are deemed Class 3 records.

A list of records to be destroyed will be circulated to all affected individuals for review and comment 30 days prior to destruction. The list of records destroyed will be maintained permanently.

Disposal Period

All Class 3: Disposable records will not be destroyed until after the third July 1 succeeding the completion of ASA's annual independent audit required by Education Code or of any other legally required audit, or after the ending date of any retention period required by any agency other than the State of California, whichever date is later .

Unless otherwise specified in policy, all Class 3: Disposable records shall be destroyed during the third school year after the school year in which they originated (e .g ., 2018-19 records may be destroyed after July 1, 2021) .

Examples of Class 1, 2 and 3 Records

Class 1: Permanent Records — Do Not Destroy

A . Annual Reports •Official budget.

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- Financial report of all funds, including cafeteria and student body funds .
- Audit of all funds .
- Average daily attendance, including reports for the first and second interim reporting periods (P-1 andP-2) .
- Other major annual reports, including:
 - Those containing information about property, activities, financial condition, or transactions.
 - Those the governing board has declared permanent .

B. Official Actions

- Minutes of the governing board or committees thereof, including the text of a rule, regulation, policy or resolution not set forth verbatim in the minutes but included therein by reference .
- Elections, including the call for and the result (not including detail documents such as ballots) of an election called, conducted or canvassed by the governing board for a board member, his or her recall, issuance of bonds incurring any long-term liability, change in maximum tax rates, reorganization, or any other purpose .
- Records transmitted by another agency that pertain to that agency's action with respect to ASA's reorganization .

C . Personnel Records (Employees)

- All employee records related to employment, assignment, amounts and dates of service rendered, termination or dismissal, sick leave, rate of compensation, salaries or wages paid, and deductions or withholdings made and the person or agency to whom such amounts were paid . In lieu of detailed records, a complete and accurate summary payroll record for every employee of the school containing the same data may be classified as Class 1: Permanent, and the detailed records may then be classified as Class 3: Disposable.
- Information of a derogatory nature as defined in Education Code section 44031 shall be Class 1: Permanent only after it becomes final. This information becomes final when:
 - The time for filing a grievance has lapsed, or
 - The document was for a grievance that has been sustained by the grievance process .

D . Pupil Records

- The enrollment and scholarship records for each pupil .
- All records pertaining to any accident or injury involving a minor and for which a claim for damages has been filed as required by law, including any policy of liability insurance relating thereto, except that these records cease to be Class 1: Permanent records one year after the claim has been settled, or sooner if the statute of limitations has run out .
- Any item of information in any form (i .e ., written, electronic, or other) that is directly related to a current or former pupil and is maintained by ASA is considered a pupil record .

E . Property and Insurance Records

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All detailed records related to land, buildings and equipment . In lieu of such detailed records, a complete property ledger may be classified as Class 1: Permanent, and the detailed records may then be classified as Class 3: Disposable, if the property ledger includes the following:

- All fixed assets.
- An equipment inventory .
 - For each item of property, the date of acquisition or augmentation, the person from whom acquired,an accurate description or identification, and the amount paid. Comparable information is required if the unit is sold, lost, or otherwise disposed of .
 - All insurance records will be kept. Insurance policies will be retained indefinitely.

F . Historical records .

- Articles of incorporation
- IRS nonprofit determination letter
- Administrative guides
- Annual reports
- School employee directories
- Employee newsletters and handbooks
- Educational objectives, charter school goals and reaffirmation of loyalty
- Racial and ethnic surveys
- Yearbooks and other school publications
- All unique or old administrative and instructional publications
- All identified or identifiable photos of charter school people, places and events
- All unique or old documents or publications about the history of ASA

Class 2: Optional/Temporary Records

- Any record worthy of temporary preservation but not classified as Class 1: Permanent will be classified as Class 2: Optional/Temporary and shall then be retained until reclassified as Class 3: Disposable.
- If the CEO or governing board decide that classification should not be made, all records of the prior year may be classified as Class 2: Optional/Temporary, pending further review and classification within one year. Optional/Temporary records may include records considered useful for administrative, legal, fiscal or other purposes, and they may remain Optional/Temporary for a period of years.
- Examples of Optional/Temporary records include:

A. Gross receipts

ASA will keep supporting documents that show the amounts and sources of gross receipts, such as the following:

- Cash register tapes (e .g ., for student store sales)
- Bank deposit slips
- Receipt books
- Invoices
- Credit card charge slips
- Forms 1099-MISC, Miscellaneous Income
- Other cash receipts such as cash count forms and receipt books

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B . Inventory

Documents that report the cost of inventory include the following:

- Canceled checks
- Cash register tape receipts
- Credit card sales slips and invoices
- These records help a charter school determine the value of its inventory at the end of the year .

C . Expenses

Documents include the following:

- Canceled checks
- Cash register tapes
- Account statements
- Credit card sales slips
- Invoices
- Petty cash slips for small cash payments

D . Travel, transportation, entertainment, and gift expenses (In accordance with IRS Publication 463)

E . Employment taxes

Specific employment tax records will be retained as identified in [IRS Publication 15](#),
Employer's Tax Guide

- Employment tax records will be kept for at least four years after the date the tax is due or is paid, whichever is later.

F . Assets

ASA will keep records that verify certain information about its assets.

Asset records will show the following information:

When and how the asset was acquired

- Purchase price
- Cost of any improvements
- Deductions taken for depreciation
- Deductions taken for casualty losses, such as losses from fires or storms
- How the asset was used
- When and how the asset was disposed of
- Selling price
- Expenses of sale
- The following documents may provide this information:
 - Purchase and sales invoices
 - Real estate closing statements
 - Canceled checks
 - G. Other
 - General ledger detail report

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- All bank records (e .g ., bank statements and bank reconciliations)
- All income tax returns
- All minutes of all charter school meetings

H. Record retention time limits – IRS nonprofit tax return standards

ASA's record retention time limits will comply with IRS requirements.

1 . Keep records for three years and:

- If ASA files a claim for a credit or refund after having filed its return, ASA will keep records for three years from the date the original return was filed or two years from the date the tax was paid, whichever is later.
- If ASA files a claim for a loss from worthless securities or a deduction for bad debt, ASA keep records for seven years .

Class 3: Disposable Records

All records not classified as Class 1: Permanent or Class 2: Optional/Temporary shall be classified as Class 3: Disposable, including but not limited to the following:

- Teachers' registers may be classified as Class 3: Disposable only if all pupil information associated with the teachers' registers is retained in other records or if the pupil record information is removed from the teachers' register and is classified as Class 1: Permanent.
- Periodic reports including daily, weekly, and monthly reports, bulletins and instructions

Federal Funds

United States Code, Title 20, Section 1232f (a) states:

- Each recipient of federal funds under any applicable program through any grant, subgrant, cooper-ative agreement, loan, or other arrangement shall keep records which fully disclose the amount and disposition by the recipient, of those funds, the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and other records as will facilitate an effective financial or programmatic audit.
- ASA shall maintain such records for three years after the completion of the activities for which the funds are used .

Title 20, Section 1232f (b) states,

- The Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access, for the purpose of audit examination, to any records maintained by a recipient that may be related, or pertinent to, grants, subgrants, cooperative agreements, loans, or other arrangements to which reference is made in subsection (a) of this section, or which may relate to the compliance of the recipient with any requirement of any applicable program .

Electronic Records

- For purposes of this policy, an electronic record is defined as a computer-generated record. This means an email, pdf, Microsoft Excel, Word, or PowerPoint file, JPEG, WAV, or other file created using computer software or hardware and stored in any

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electronic medium including but not limited to magnetic, tape, disc, or other type of drive device, or cloud-based storage . A paper printout of an electronic record is not considered an electronic record .

Records Not Subject to Records Retention

The following are not considered records and therefore are not covered by the records retention policy and may be destroyed at any time by ASA employees:

- Preliminary drafts and informal notes that have no further value to ASA.
- Personal notes and personal correspondence, including personal email correspondence, even if it is created or sent using an ASA computer.
- Personal financial or tax information, or any other information of a purely personal nature, even if those records are kept on ASA's premises or on its computers .
- Advertisements, spam or junk email of any kind received by ASA or any employee or computer .
- Library books, magazines, and pamphlets not prepared by or for ASA.
- Textbooks, maps used for instruction, and other instructional materials .
- Any other document (paper or electronic, including email) that has nothing to do with the ASA's business or with its students, teachers, management, other employees, or contractors .

Litigation Hold

In the event of a threatened or pending lawsuit, ASA may be required by law to retain records, including emails, beyond the established retention period so that they remain subject to legal discovery. ASA's legal counsel will be consulted by the Principal/CEO or designee if such a demand is received, and do not dispose of the records until advised by counsel .

Approved:

FACTORING AGREEMENT

THIS FACTORING AGREEMENT (“**Agreement**”) is made and executed this July 13, 2018 (the “**Effective Date**”) by and between Allegiance STEAM Academy, Inc. DBA Allegiance STEAM Academy - Thrive, a California corporation (“**Seller**”) and **CHARTER ASSET MANAGEMENT FUND, L.P.**, a Delaware limited partnership (“**CAM**”).

RECITALS

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

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

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

1. **PURCHASE OF ACCOUNT.**

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

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

2. **PURCHASE PRICE; OTHER OBLIGATIONS.**

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

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

- (a) this Agreement has been fully executed and delivered by Seller;
- (b) the Security Agreement referenced in Section 5.1 hereof, and the security interest granted in the collateral therein, shall be in full force and effect;
- (c) Seller has delivered to CAM an appropriate resolution adopted by the Seller's board of directors or governors, substantially in the form attached hereto as Exhibit A, authorizing the execution, delivery and performance of this Agreement and sale of the Accounts;
- (d) Seller shall have executed and delivered to CAM the completed Notice of Purchase and Assignment and the attached Annex 1 from each of the Account payors in the forms attached hereto as Exhibits B;
- (e) Seller shall have executed and delivered to CAM the Irrevocable Assignment of Accounts in the form attached hereto as Exhibit C;
- (f) Seller shall have executed and delivered to CAM the Irrevocable Funds Distribution Authorization in the form attached hereto as Exhibit D;
- (g) Seller shall have executed and delivered to CAM the Bank Notice Letter attached hereto as Exhibit E;
- (h) Seller shall have executed and delivered to CAM the Authorization for Direct Payment via ACH attached hereto as Exhibit F;
- (i) Seller shall have delivered to CAM copies of all of its organizational documents and a Certificate of Good Standing from the state of its organization and if necessary, a copy of its license or licenses required to conduct its business in the state where said business is being conducted.

2.3 Method of Payment of the Accounts.

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

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

(ii) subject to CAM's consent, payment of the Face Value of any Account may be made by the account debtor to Seller, and Seller acknowledges that said payment is being made for the benefit of CAM and Seller shall hold said funds as trustee for the benefit of CAM and deliver same within three (3) calendar days of receipt of said payment and shall have no rights with respect to said funds. In the event Seller, subject to CAM's consent, elects to provide for payment to CAM pursuant to this subprovision, the Seller agrees within three (3) months of the date of this Agreement to enter into a Deposit Account Control Agreement with CAM and Seller's bank in form and content acceptable to CAM (the "DACA"). Failure of Seller to enter into the DACA as aforesaid may result in a termination of this Agreement by CAM after five (5) days notice to Seller. Until the DACA is in effect, Seller shall comply with the terms and conditions of this Agreement including this subprovision.

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

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

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

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

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

(a) Seller (i) is a corporation duly organized and validly existing under the laws of the State of California, and qualified to operate in all jurisdictions where required; and (ii) has the requisite capacity and authority to execute and deliver this Agreement and the other agreements contemplated hereunder, to consummate the transactions contemplated hereby and thereby, and to perform its obligations hereunder and thereunder;

(b) this Agreement and all other agreements contemplate hereunder have been duly executed, and delivered by Seller and are valid and legally binding obligation of Seller, enforceable against Seller in accordance with their terms;

(c) neither the entering into of this Agreement nor the sale of the Accounts nor the performance by the Seller of any of its other obligations under this Agreement and the other agreements contemplated hereunder will contravene, breach or result in any default under the incorporation or other organizational documents of the Seller or in any material respect of any term or condition under any mortgage, lease, agreement, license, permit, statute, regulation, order, judgement, decree or law to which the Seller is a party or by which the Seller may be bound;

(d) Seller is the sole and absolute owner of each Account and has the full legal right to make said sale, assignment and transfer thereof hereunder;

(e) the Face Value on each Account is as set forth on Schedule 1 and such amounts are not in dispute;

(f) the payment of each Account is not contingent upon the fulfillment of any obligation or condition, past or future, and any and all obligations required of Seller with regard to such Account have been fulfilled by Seller;

(g) there are no defenses, offsets, recoupments or counterclaims with respect to any of the Accounts and no agreement has been made under which any account debtor with respect any of the Accounts, may claim any recoupment, deduction or discount;

(h) upon purchase, Seller will convey to CAM good and marketable title to each Account free and clear of all liens and encumbrances which shall thereafter be the sole and exclusive property of CAM;

(i) none of the account debtors with respect to any of the Accounts is insolvent as that term is defined in the United States Bankruptcy Code;

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

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

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

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

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

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

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

(q) There are no judgments outstanding affecting Seller or any of its property and there are no suits, proceedings, claims, demands or government investigations now pending or threatened against Seller or any of its property;

(r) As of the Effective Date, Seller is not in default or breach, nor shall any event shall have occurred or failed to occur which with the passage of time or service of notice constitute a default or breach, under any loan agreement, indenture, mortgage or other material agreement to which Seller is a party and

(s) Seller is not in violation of any law, ordinance, rule, order, regulation or other requirement of any governmental entity (whether federal, state or local) or any agency or instrumentality thereof.

4. **ASSUMPTION OF RISK.** Subject to compliance by Seller with the terms of this Agreement, CAM hereby assumes full risk of non-payment with respect to any of the Accounts and Seller shall have no liability for payment of any of the Accounts.

5. **SECURITY INTEREST.**

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

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

6. **INDEMNITIES.**

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

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

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

7. EVENT OF DEFAULT.

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

- (a) Seller’s material breach of any representation, warranty or covenant contained in this Agreement;
- (b) Seller’s failure to make timely payment of any amounts due under this Agreement;
- (c) Seller becomes insolvent or unable to meet its debts as they mature;
- (d) Seller delivers to CAM a representation, warranty, certification or other statement that is false in any material respect when made;
- (e) Any bankruptcy proceeding, insolvency arrangement or similar proceeding is commenced by or against Seller;
- (f) Seller suspends or discontinues its regular operations for any reason;
- (g) A receiver or trustee of any kind is appointed for Seller or any of Seller’s property;
- (h) Seller does not, in good faith, take all necessary steps to implement the manners of payment as provided in this Agreement;
- (i) A notice of lien, money judgment, levy, assignment, seizure, writ or warrant of attachment is entered or filed against Seller with respect to the Accounts or any Collateral (as said term is defined in the Security Agreement).
- (j) Seller’s material breach of any representation, warranty or covenant contained in the Security Agreement.

7.2 **Remedies.** After the occurrence of any Event of Default, CAM shall have immediate access to any and all books and records as may pertain to the Accounts or any of the Collateral (as defined in the Security Agreement). With respect to such Collateral, CAM shall have all rights and remedies of a secured party under the Security Agreement and Article 9 of the Uniform Commercial Code. Notwithstanding anything to the contrary herein, after the occurrence of any Event of Default, CAM shall have the right (but not the obligation) to collect all Accounts directly from account debtors.

8. **TERMINATION.** The term of this Agreement shall begin as of the Effective Date and continue until terminated in accordance with this Section. Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party. In addition, CAM may in its sole discretion terminate this Agreement effective immediately without prior notice upon the occurrence of an Event of Default. Upon termination of this Agreement, any amounts due from Seller to CAM will mature and become immediately due and payable. Notwithstanding the foregoing, no termination of this Agreement shall terminate or extinguish any obligation of a Party arising or occurring prior to such termination and all of CAM's rights, liens and security interests granted pursuant to the Security Agreement shall continue and remain in full force and effect after any termination of this Agreement. In addition, Seller agrees that it shall continue to remit to CAM all collections on Accounts received directly by it (if applicable) until all payments owed with respect to each Account have been paid in full.

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

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

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

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

13. MISCELLANEOUS.

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

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

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

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

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

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

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

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

13.9 Assignment. CAM shall have the right to assign this Agreement, and all of CAM's rights hereunder shall inure to the benefit of CAM's successors and assigns, and this Agreement shall inure to the benefit of and shall bind CAM's respective successors and assigns. Seller may not assign or transfer any of its rights or obligations hereunder without the prior written consent of CAM (and any attempted assignment or transfer by Seller without such consent shall be null and void).

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

13.11 Attorney Fees. In the event that any suit or action is instituted under or in relation to this Agreement, including without limitation to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

13.12 Waiver of Sovereign Immunity. To the extent permitted by applicable law, Seller hereby waives any claim or defense of sovereign immunity as to all tort and contract claims arising under this Agreement.

13.13 Interpretation. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under any such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement. As used in this Agreement, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires. The headings of sections and paragraphs in this Agreement are for convenience only and shall not be construed to limit or define the content, scope or intent of the provisions hereof.

[Signature Page Follows]

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

SELLER
Allegiance STEAM Academy, Inc.


By: _____

Name: Andrew Vestey
Title: Chair, Board of Directors

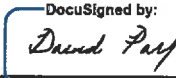
Address for Notices:
PO Box 4024,
Chino, CA 91708

CHARTER ASSET MANAGEMENT FUND,
L.P.

By: Charter Asset Management GP LLC.,
A Delaware limited liability company
Its: General Partner

By:  _____
7C048D1E4B6C4E8...
Paul Im
Title: Managing Partner

Address for Notices:
633 W. 5th Street, 26th Floor
Los Angeles, CA 90071

By:  _____
8A19A50A888435...
Name: David Park
Title: Managing Member

Address for Notices:
633 W. 5th Street, 26th Floor
Los Angeles, CA 90071

Schedule 1

Accounts

Account Authority / Payor	Account Receivable	Amount Purchased	Admin Fee	Discount %	Discount	Amount Funded
San Bernardino County Office of Education / San Bernardino County Superintendent of Schools	FY18-19, Pupil Estimate for New or Significantly Expanding Charters (PENSEC) - 3rd Tranche, CDS# 36-67678-0137547	\$369,167.96	\$6,829.61	3.34%	\$12,338.35	-\$350,000.00

EXHIBIT A

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

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

1. Approval of Factoring Agreement and Sale of Receivables.

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

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

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

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

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

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

2. Enabling Power.

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

3. Authorization to Certify Resolution.

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

This written consent may be executed in one or more counterparts, each of which

shall be deemed an original, but all of which together shall constitute one and the same written consent.

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

By: _____
Andrew Vestey
Chair, Board of Directors

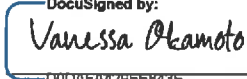
By:  _____
Vanessa Okamoto
Secretary, Board of Directors

EXHIBIT B

Notice of Purchase and Assignment

To: San Bernardino County Office of Education/
San Bernardino County Superintendent of Schools
601 North E St., San Bernardino, CA 92415

This Notice has reference to all payments due from you to Allegiance STEAM Academy, Inc. (“Assignor”) with respect to any amounts payable by you to Assignor with respect to the receivables set forth on Schedule 1 attached hereto. All monies due or to become due under the aforesaid receivables have been sold and assigned to the undersigned. A true copy of the Notice of Assignment is attached as Annex 1. All monies due to Assignor with respect to the receivables sold should be sent to the undersigned by wire transfer as follows: Charter Asset Management Fund, LP. at **Bank of Hope** (Account #6400219549, ABA Wire Routing #122041235) or by check payable to the undersigned and addressed as follows: 633 W. 5th Street, 26th Floor, Los Angeles, CA 90071.


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

Very truly yours,

CHARTER ASSET MANAGEMENT
FUND, L.P.

By: Charter Asset Management GP, LLC,
A Delaware limited liability company

Its: General Partner

By: 
7E048D1E4B8C4E8...

Name: Paul Im
Its: Managing Partner

Acknowledgement

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

San Bernardino County Office of Education/
San Bernardino County Superintendent of Schools
601 North E St., San Bernardino, CA 92415

By: _____

Title: _____

Schedule 1

Account Authority / Payor	Account Receivable	Amount Purchased	Admin Fee	Discount %	Discount	Amount Funded
San Bernardino County Office of Education / San Bernardino County Superintendent of Schools	FY18-19, Pupil Estimate for New or Significantly Expanding Charters (PENSEC) - 3rd Tranche, CDS# 36-67678-0137547	\$369,167.96	\$6,829.61	3.34%	\$12,338.35	-\$350,000.00

Annex 1

(To be placed on letterhead of Seller)

San Bernardino County Office of Education/
San Bernardino County Superintendent of Schools
601 North E St., San Bernardino, CA 92415

Ladies and Gentlemen:

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

Very truly yours,

Allegiance STEAM Academy, Inc.

By: _____
Name: Andrew Vestey
Title: Chair, Board of Directors

EXHIBIT C

IRREVOCABLE ASSIGNMENT OF ACCOUNTS

Pursuant to this assignment (“Assignment”), for value received and services performed by Charter Asset Management Fund, LP, a Delaware limited partnership (“CAM”), Allegiance STEAM Academy, Inc. (“Charter School”) DBA Allegiance STEAM Academy - Thrive hereby irrevocably assigns, transfers and sets over to CAM the sole right to collect from the San Bernardino County Office of Education/ San Bernardino County Superintendent of Schools (“Payor”) the net proceeds of the Accounts (as defined herein) from the Payor, when such payments become due and payable to Charter School. The term “Accounts” shall mean all Accounts described in Schedule 1 of that certain Factoring Agreement dated as of July 13, 2018 between CAM and the Charter School (the “Factoring Agreement”).

Recitals

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

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

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

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

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

Assignment

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

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

[Signature page follows]

IN WITNESS WHEREOF, this Assignment is effective as of July 13, 2018.

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

By: _____
Andrew Vestey
Chair, Board of Directors

Acknowledged by:

**San Bernardino County Office of Education/ San
Bernardino County Superintendent of Schools**

By: _____

Acknowledged by:

CHARTER ASSET MANAGEMENT FUND, L.P.

By: Charter Asset Management GP, LLC,
A Delaware limited liability company

Its: General Partner

By: 

Name: Paul Im
Title: Managing Partner

By: 

Name: David Park
Title: Managing Partner

Address for Notices:
633 W. 5th Street, 26th Floor
Los Angeles, CA 90071

WIRE / ACH INSTRUCTIONS

Please remit all ACH / wire payments to the following:

Bank / Institution: Bank of Hope
Account: Charter Asset Management Fund, L.P.
Account Number: 6400219549
Wiring/Routing Number: 122041235

CHECK DELIVERY INSTRUCTIONS

Please overnight mail all checks to the following address:

Charter Asset Management
ATTN: Paul Im / Jonathan Yeh
633 W. 5th Street, 26th Floor,
Los Angeles, CA 90071

Checks made out to Charter School is acceptable to CAM pursuant to the Factoring Agreement and Irrevocable Funds Distribution Authorization.

EXHIBIT D

IRREVOCABLE FUNDS DISTRIBUTION AUTHORIZATION

Effective Date: July 13, 2018

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

Allegiance STEAM Academy, Inc.

By: _____
Andrew Vestey
Chair, Board of Directors

EXHIBIT E

BANK NOTICE LETTER

Dated: July 13, 2018

Wells Fargo Bank, Attn: Ms. Sheri Pitteroff
 4100 Chino Hills Parkway, Suite 400, Chino Hills, CA 91708

Dear Ms. Sheri Pitteroff,

This is to notify you that Allegiance STEAM Academy, Inc. has sold certain accounts receivable to Charter Asset Management Fund, L.P. as follows:

Debit Date	Account Receivable	Amount Purchased
October 10, 2018	FY18-19, Pupil Estimate for New or Significantly Expanding Charters (PENSEC) - 3rd Tranche, CDS# 36-67678-0137547	\$369,167.96

The above amounts will be deposited into our account number 6396629591 and after said deposit is received, you are authorized and directed to debit said amount from our account and wire transfer the amount to Charter Asset Management Fund, LP. pursuant to the following:

Receiving Bank: **Bank of Hope**
1205 S. Broadway, Los Angeles, CA 90015
 Account Name: Charter Asset Management Fund, L.P.
 Account Number: 6400219549
 Routing Number: 122041235

This is an absolute and unconditional irrevocable direction and authorization for release of the accounts receivable to Charter Asset Management Fund, L.P. This direction may not be terminated, modified or amended without express written direction from Charter Asset Management Fund, LP. Any costs incurred with respect to this letter shall be the responsibility of Allegiance STEAM Academy, Inc..

Allegiance STEAM Academy, Inc.

Acknowledgement of Receipt

 Name: Andrew Vestey
 Title: Chair, Board of Directors

 Bank Representative

EXHIBIT F

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

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

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

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

I understand that the amount and frequency of debits are pursuant to all executed factoring agreements executed between Charter School and Charter Asset Management Fund, LP. for the 2017-2018 and 2018-2019 fiscal years.

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

ALLEGIANCE STEAM ACADEMY, INC.

Andrew Vestey
Chair, Board of Directors

DocuSigned by:
Vanessa Okamoto
00DAFAA29EE843E
Vanessa Okamoto
Secretary, Board of Directors

PERSONAL GUARANTY AGREEMENT

(Andrew Vestey – Charter Asset Management Fund, LP)

This PERSONAL GUARANTY AGREEMENT (the “Guaranty”) is dated as of July 13, 2018 (the “Effective Date”) by and between Andrew Vestey, an individual (“Guarantor”) and CHARTER ASSET MANAGEMENT FUND, LP., a Delaware limited partnership (“Beneficiary”). This Guaranty is entered into in connection with that certain Factoring Agreement, between Allegiance STEAM Academy, Inc., a California corporation DBA Allegiance STEAM Academy - Thrive (“Assignor”) and Beneficiary, dated July 13, 2018 (as the same may from time to time be amended, restated, supplemented, or otherwise modified, the “FA”) pursuant to which Assignor desires to sell certain accounts receivable to Beneficiary. As a material inducement to and in consideration of Beneficiary entering into the FA (Beneficiary having indicated that it would not enter into the FA without the execution of this Guaranty), Guarantor and Beneficiary agree as follows:

1. GUARANTY.

1.1. **Guaranty of Obligations.** Guarantor guarantees to Beneficiary, its successors, and assigns, the full and faithful payment of all amounts owed and performance of each and every one of the obligations, responsibilities, and undertakings to be carried out, performed, or observed by Assignor under the FA, any other agreement that now or later related to the FA, and any other agreement that Guarantor now or later states is guaranteed. All these documents are collectively referred to as the “FA Documents.” The obligations guaranteed are referred to as the “Guaranteed Obligations.”

1.2. **Guaranty of Assignor’s Performance.** If at any time Assignor, its successors, or permitted assigns fails, neglects, or refuses to pay when due amounts or perform when due any of its obligations, responsibilities, or undertakings as expressly provided under the terms and conditions of the FA Documents, then Guarantor shall pay such amounts or perform or cause to be performed such obligations, responsibilities, or undertakings as required under the terms and conditions of the FA Documents.

2. **GUARANTY OF PAYMENT AND PERFORMANCE.** Guarantor’s liability on this Guaranty is a guaranty of payment and performance, not of collectability.

3. **CESSATION OF LIABILITY.** Guarantor’s liability under this Guaranty shall not in any way be affected by the cessation of Assignor’s liability for any reason other than full performance of all the obligations under the FA Documents; including, without limitation, any and all obligations to indemnify Beneficiary.

4. **ABSOLUTE NATURE OF GUARANTY.** This Guaranty is irrevocable, absolute, present, and unconditional. The obligations of Guarantor under this Guaranty shall not be affected, reduced, modified, or impaired on the happening from time to time of any of the following events, whether or not with notice to (except as notice is otherwise expressly required) or the consent of Guarantor:

4.1. **Failure to Give Notice.** The failure to give notice to Guarantor of the occurrence of a default under the terms and provisions of this Guaranty or the FA Documents, as the case may be.

4.2. **Modifications or Amendments.** The modification or amendment (in accordance with the terms of this Guaranty or the FA Documents)(whether material or otherwise) of any obligation, covenant, or agreement set forth in this Guaranty or FA Documents, as the case may be.

4.3. **Beneficiary’s Failure to Exercise Rights.** Any failure, omission, delay by, or inability by Beneficiary to assert or exercise any right, power, or remedy conferred on Beneficiary in this Guaranty or the FA Documents, as the case may be.

4.4. **Assignor’s Termination.** A termination, dissolution, consolidation, or merger of Assignor with or into any other entity.

4.5. **Assignor’s Bankruptcy.** The voluntary or involuntary liquidation, dissolution, sale, or other disposition of all or substantially all of Assignor’s assets, the marshalling of Assignor’s assets and liabilities, the receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors, or readjustment of, or other similar proceedings affecting Assignor, Guarantor, or any of the assets of either.

4.6. **Assignment of Rights.** The assignment (in accordance with the terms of this Guaranty or the FA Documents, as the case may be) of any right, title, or interest of Beneficiary in this Guaranty or the FA Documents to any other person.

4.7. **Extent of Guarantor’s Obligations.** Any other cause or circumstance, foreseen or unforeseen, whether similar or dissimilar to any of the foregoing; it being the intent of Guarantor that its obligations under this Guaranty shall not be discharged reduced, limited, or modified except by (i) payment of amounts owing pursuant to this Guaranty and/or FA Documents, then only to the extent of such payment or payments; and (ii) full performance of obligations under this Guaranty and/or FA Documents, then only to the extent of such performed or discharged obligation or obligations.

4.8. **Exercise of Beneficiary Rights.** Any action of Beneficiary authorized pursuant to Section 5 below.

5. **AUTHORIZATION OF BENEFICIARY.** Guarantor authorizes Beneficiary, without notice or demand and without affecting its liability under this Guaranty, and without consent of Guarantor or prior notice to Guarantor, from time to time to: (i) make any modifications to the FA Documents; (ii) assign the FA Documents and this Guaranty; (iii) take, hold, or release security for the performance of the Guaranteed Obligations with the consent of the party providing such security; (iv) accept or discharge (in whole or in part) additional guarantors; (v) direct the order and manner of any sale of all or any part of security now or later held under the FA Documents or this Guaranty, and also bid at any such sale to the extent allowed by law; and/or (vi) apply any payments or recovery from Assignor, Guarantor, or any source, and any proceeds of any security, to Assignor's obligations under the FA Documents in such manner, order, and priority as Beneficiary may elect, whether or not those obligations are guaranteed by this Guaranty or secured at the time of such application.

6. **WAIVERS.**

6.1. **Waiver of Rights to Require Beneficiary to Act.** Guarantor waives the right to require Beneficiary to: (i) proceed against Assignor or any other person, (ii) proceed or exhaust any security held from any person, (iii) proceed against any other guarantor, or (iv) pursue any other remedy available to Beneficiary.

6.2. **Waivers Until Obligation Is Repaid.** Until the Guaranteed Obligations have been paid or otherwise discharged in full:

6.2.1. Guarantor waives all rights of subrogation, indemnity, any rights to collect reimbursement from Assignor, and any right to enforce any remedy that Beneficiary now has, or may have, against Assignor.

6.2.2. Guarantor waives any benefit of, and any right to participate in, any security now or later held by Beneficiary.

6.2.3. Guarantor waives any defense it may have now or in the future based on any election of remedies by Beneficiary that destroys Guarantor's subrogation rights or Guarantor's rights to proceed against Assignor for reimbursement, and Guarantor acknowledges that it shall be liable to Beneficiary even though Guarantor may well have no such recourse against Assignor.

6.2.4. Guarantor waives notice of (i) acceptance and reliance on this Guaranty, (ii) notice of renewal, extension, or modification of any Guaranteed Obligation under this Guaranty, and (iii) notice of default or demand in the case of default.

6.2.5. Guarantor waives any right or defense it may now or hereafter have based on (i) Beneficiary's full or partial release of any party who may be obligated to Beneficiary, (ii) Beneficiary's full or partial release or impairment of any collateral for the Guaranteed Obligations, and (iii) the modification or extension of the Guaranteed Obligations.

6.2.6. Guarantor waives any and all suretyship defenses now or later available to it under the California Civil Code or the California Commercial Code.

6.2.7. Without limiting the generality of any other waiver or provision of this Guaranty, Guarantor waives, to the maximum extent such waiver is permitted by law, any and all benefits or defenses arising directly or indirectly under any one or more of (i) California Civil Code §§2799, 2808, 2809, 2810, 2815, 2819, 2820, 2821, 2822, 2838, 2839, 2845, 2846, 2847, 2848, 2849, 2850, 2899, and 3433, (ii) Chapter 2 of Title 14 of the California Civil Code, (iii) California Code of Civil Procedure §§580a, 580b, 580c, 580d, and 726, or (iv) California Commercial Code §3605.

6.2.8. Guarantor waives any statute of limitation affecting liability under this Guaranty or the enforceability of this Guaranty and further waives any defense that might otherwise exist because of the expiration of the statute of limitations on the FA Documents.

6.2.9. Guarantor waives any duty of Beneficiary to disclose to Guarantor any facts Beneficiary may now know or later learn about Assignor or Assignor's financial condition regardless of whether Beneficiary has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume, or has reason to believe that such facts are unknown to Guarantor, or has a reasonable opportunity to communicate such facts to Guarantor, it being understood and agreed that Guarantor is fully responsible for and is capable of being and keeping informed of Assignor's financial condition and of all circumstances bearing on the risk of nonpayment of any indebtedness guaranteed under this Guaranty.

6.2.10. Guarantor waives all notices to Guarantor.

6.2.11. Guarantor waives any defenses provided to the Guarantors otherwise available at law or in equity other than actual payment of the Guaranteed Obligations.

6.2.12. Guarantor waives any defense that a sale of collateral by the Beneficiary was not commercially reasonable;

7. **SUBORDINATION**. Until the Guaranteed Obligations have been paid or otherwise discharged in full, Guarantor subordinates any and all liability or indebtedness of Assignor owed to Guarantor to the obligations of Assignor to Beneficiary that arise under the Guaranteed Obligations. However, Guarantor may receive payment of current reasonable salary and current reasonable payments made in the ordinary course of business for goods provided or services rendered.

8. **EFFECT OF ASSIGNOR BANKRUPTCY**. The liability of Guarantor under this Guaranty shall in no way be affected by:

8.1. **Release of Assignor**. Release or discharge of Assignor in any creditor proceeding, receivership, bankruptcy, or other proceeding.

8.2. **Modification of Assignor's Liability**. Impairment, limitation, or modification of Assignor's liability or the estate, or of any remedy for the enforcement of Assignor's liability, which may result from the operation of any present or future provision of the Bankruptcy Code (Title 11 of the United States Code, as amended; 11 USC §§101-1532) or any bankruptcy, insolvency, debtor relief statute (state or federal), any other statute, or from the decision of any court.

8.3. **Rejection of Debt**. Rejection or disaffirmance of the indebtedness, or any portion of the indebtedness, in any such proceeding.

8.4. **Cessation of Assignor's Liability**. Cessation, from any cause whatsoever, whether consensual or by operation of law, of Assignor's liability to Beneficiary resulting from any such proceeding.

8.5. **Modification and Replacement of Guaranteed Obligation**. If the Guaranteed Obligations are restructured or replaced in connection with a bankruptcy proceeding or case, Guarantor shall remain liable as guarantor of such restructured or replaced obligation.

9. **CLAIMS IN BANKRUPTCY**. Guarantor shall file all claims against Assignor in any bankruptcy or other proceeding in which the filing of claims is required or allowed by law on any indebtedness of Assignor to Guarantor, and shall assign to Beneficiary all rights of Guarantor on any such indebtedness. If Guarantor does not file any such claim, Beneficiary, as attorney-in-fact for Guarantor, is authorized to do so in Guarantor's name, or, in Beneficiary's discretion, to assign the claim and to file a proof of claim in the name of Beneficiary's nominee. In all such cases, whether in bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Beneficiary the full amount of any such claim, and, to the full extent necessary for that purpose, Guarantor assigns to Beneficiary all of Guarantor's rights to any such payments or distributions to which Guarantor would otherwise be entitled.

10. **APPLICATION OF PAYMENTS** With or without notice to Guarantor, Beneficiary, in its sole discretion and at any time and from time to time and in such manner and on such terms as it deems fit may:

10.1. **Priority of Payments**. Apply any or all payments or recoveries from Assignor, from Guarantor, or from any other guarantor or endorser under this or any other instrument, or realized from any security, in such manner, order, or priority as Beneficiary sees fit, to the indebtedness of Assignor to Beneficiary under the FA Documents, whether such indebtedness is guaranteed by this Guaranty or is otherwise secured or is due at the time of such application.

10.2. **Refund to Assignor**. Refund to Assignor any payment received by Beneficiary on any indebtedness guaranteed in this Guaranty, and payment of the amount refunded is fully guaranteed. Any recovery realized from any other guarantor under this or any other instrument shall be first credited on that portion of the indebtedness of Assignor to Beneficiary that exceeds the maximum liability, if any, of Guarantor under this Guaranty.

11. **REPRESENTATIONS AND WARRANTIES** Guarantor represents and warrants to Beneficiary that:

11.1. **Legal Status**. Guarantor has all requisite power and has all material governmental licenses, authorizations, consents, and approvals necessary to carry on his business as now being or as proposed to be conducted.

11.2. **No Breach**. Neither the execution and delivery of this Guaranty nor compliance with its terms and provisions shall conflict with or result in a breach of, or require any consent under any agreement or instrument by which Guarantor is bound.

11.3. **Authority and Power**. This Guaranty has been duly and validly executed and delivered by Guarantor and constitutes its legal, valid, and binding obligation, enforceable against Guarantor in accordance with its terms.

11.4. **Liquidity**. Guarantor has a tangible net worth (determined on a fair market value of assets basis, after payment of any and all liabilities now or hereafter payable and after establishment of adequate reserves for contingent liabilities and taxes on unrealized gains) sufficient to pay any potential liability of Assignor under the FA.

11.5. **Financial Statements.** All financial information furnished or to be furnished to Beneficiary is or will be true and correct, does or will fairly represent the financial condition of Guarantor, and was or will be prepared in accordance with policy accepted accounting principles.

11.6. **Claims and Proceedings.** There are no claims, actions, proceedings, or investigations pending against Guarantor.

12. **INFORMATION NOT REQUIRED.** Guarantor represents that Guarantor is fully aware of Assignor's financial condition and operation and is in a position by virtue of his relationship to Assignor to obtain all necessary financial and operational information concerning Assignor. Beneficiary need not disclose to Guarantor any information about: (i) the FA Documents or any modification of them, and any action or nonaction in connection with them, (ii) any other obligation guaranteed in this Guaranty, (iii) the financial condition or operation of Assignor; or (iv) any other guarantors.

13. **REVIVAL OF GUARANTY.** If a claim is made on Beneficiary at any time (whether before or after payment or performance in full of any Guaranteed Obligation, and whether such claim is asserted in a bankruptcy proceeding or otherwise) for repayment or recovery of any amount or other value received by Beneficiary (from any source) in payment of, or on account of, any Guaranteed Obligation and if Beneficiary repays such amount, returns value or otherwise becomes liable for all or part of such claim by reason of (i) any judgment, decree, or order of any court or administrative body or (ii) any settlement or compromise of such claim, Guarantor shall remain severally liable to Beneficiary for the amount so repaid or returned or for which Beneficiary is liable to the same extent as if such payments or value had never been received by Beneficiary, despite any termination of this Guaranty or the cancellation of any note or other document evidencing any Guaranteed Obligation.

14. **MISCELLANEOUS.**

14.1. **Survival of Representations, Warranties and Agreements.** The representations, warranties, covenants and agreements made in this Guaranty or in any certificate or instrument delivered in connection herewith shall be in full force and effect notwithstanding any investigation made by or disclosure made to any party hereto, whether before or after the date hereof, shall after the Effective Date and shall continue to be applicable and binding thereafter.

14.2. **Notices.** Any notice required or permitted by this Guaranty shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt or when delivery is refused; (iii) by fax or email upon acknowledgment of receipt; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt or when delivery is refused. Any notice given to Guarantor or Beneficiary shall be sent to the respective address set forth on the signature page to this Guaranty, or to such other address as that party may designate.

14.3. **Governing Law; Venue; Jury Trial Waiver.** This Guaranty will be governed by and in all respects construed in accordance with the laws of the State of California. Guarantor agrees that any legal action or proceeding with respect to any of its obligations under this Guaranty may be brought by Beneficiary in any state or federal court located in Santa Clara County, California. Any claim or controversy asserted by Guarantor against Beneficiary shall only be litigated in the state or federal courts located in Santa Clara County, California. By the execution and delivery of this Guaranty, Guarantor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. Guarantor waives any claims that Santa Clara County, California is not a convenient forum or the proper venue for any such suit, action or proceeding. To the maximum extent permitted by applicable law, Beneficiary and Guarantor hereby waive trial by jury and consent to trial without a jury in the event of any action, proceeding or counterclaim brought by either party against the other in connection with this Guaranty.

14.4. **Modification.** This Guaranty may only be modified by a written instrument signed by both of the parties hereto.

14.5. **Waiver.** No waiver of any term, provision or condition of this Guaranty shall be effective unless in writing, signed by the party against which such waiver is sought to be enforced, and no such waiver shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Guaranty, unless specifically so stated in such written waiver.

14.6. **Assignment.** The rights and obligations under this Guaranty may be transferred only with the written consent of the other parties hereto. Any transfer in violation of this Section shall be null and void; provided, however, that Beneficiary may assign any of its rights and obligations hereunder without prior written approval of Guarantor. This Guaranty shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

14.7. **Attorneys' Fees and Litigation Costs.** Should any arbitration, proceeding, or other legal action be brought for the enforcement of this Guaranty, the successful or prevailing party shall be entitled to recover his reasonable attorneys', accounting, and other professional fees, and any other costs incurred in such arbitration, proceeding or other legal action, at trial, on appeal, or in collection thereof, in addition to any other relief to which he or it may be entitled.

14.8. **Other Expenses.** All other costs and expenses incurred by each party hereto in connection with all things required to be done by it hereunder, including attorneys' and accountant fees, shall be borne by the party incurring same.

14.9. **Partial Invalidity.** The various provisions of this Guaranty are intended to be severable and to constitute independent and distinct binding obligations. Should any provision of this Guaranty be determined to be void and unenforceable, in whole or in part, it shall not be deemed to affect or impair the validity of any other provision or part thereof, and such provision or part thereof shall be deemed modified to the extent required to permit enforcement. Without limiting the generality of the foregoing, if the scope of any provisions contained in this Guaranty is too broad to permit enforcement to its full extent, but may be enforceable by limitations, thereon, such provisions shall be enforced to the maximum extent permitted by law, and Buyer and Seller hereby agree that such scope may be judicially modified accordingly.

14.10. **Counterparts.** This Guaranty may be executed in any number of counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document.

14.11. **Joint and Several.** If there is more than one Guarantor, then all parties signing this Guaranty as Guarantor shall be jointly and severally liable for all obligations of Guarantor.

14.12. **Entire Agreement.** This Guaranty constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and/or commitments of any kind. This Guaranty may not be amended or supplemented, nor may any right hereunder be waived, except in writing signed by each of the parties affected thereby.

14.13. **Community Property.** Guarantor acknowledges that this Guaranty is with recourse against the separate property and assets of such individual and against the marital community property and assets (to the extent applicable) of such individual and his or her spouse.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Guaranty, effective as of the Effective Date.


GUARANTOR:

Andrew Vestey, an individual


BENEFICIARY:

CHARTER ASSET MANAGEMENT FUND, LP.,
a Delaware limited partnership

By: CHARTER ASSET MANAGEMENT GP, LLC,
a Delaware limited liability company

DocuSigned by:


By: Paul N. Im
Name: Paul N. Im
Title: Managing Member

DocuSigned by:


By: David H. Park
Name: David H. Park
Title: Managing Member

PERSONAL GUARANTY AGREEMENT

(Sebastian Cogna - Charter Asset Management Fund, LP)

This PERSONAL GUARANTY AGREEMENT (the "Guaranty") is dated as of July 13, 2018 (the "Effective Date") by and between Sebastian Cogna, an individual ("Guarantor") and CHARTER ASSET MANAGEMENT FUND, LP., a Delaware limited partnership ("Beneficiary"). This Guaranty is entered into in connection with that certain Factoring Agreement, between Allegiance STEAM Academy, Inc., a California corporation DBA Allegiance STEAM Academy - Thrive ("Assignor") and Beneficiary, dated July 13, 2018 (as the same may from time to time be amended, restated, supplemented, or otherwise modified, the "FA") pursuant to which Assignor desires to sell certain accounts receivable to Beneficiary. As a material inducement to and in consideration of Beneficiary entering into the FA (Beneficiary having indicated that it would not enter into the FA without the execution of this Guaranty), Guarantor and Beneficiary agree as follows:

15. GUARANTY.

15.1. **Guaranty of Obligations.** Guarantor guarantees to Beneficiary, its successors, and assigns, the full and faithful payment of all amounts owed and performance of each and every one of the obligations, responsibilities, and undertakings to be carried out, performed, or observed by Assignor under the FA, any other agreement that now or later related to the FA, and any other agreement that Guarantor now or later states is guaranteed. All these documents are collectively referred to as the "FA Documents." The obligations guaranteed are referred to as the "Guaranteed Obligations."

15.2. **Guaranty of Assignor's Performance.** If at any time Assignor, its successors, or permitted assigns fails, neglects, or refuses to pay when due amounts or perform when due any of its obligations, responsibilities, or undertakings as expressly provided under the terms and conditions of the FA Documents, then Guarantor shall pay such amounts or perform or cause to be performed such obligations, responsibilities, or undertakings as required under the terms and conditions of the FA Documents.

16. **GUARANTY OF PAYMENT AND PERFORMANCE.** Guarantor's liability on this Guaranty is a guaranty of payment and performance, not of collectability.

17. **CESSATION OF LIABILITY.** Guarantor's liability under this Guaranty shall not in any way be affected by the cessation of Assignor's liability for any reason other than full performance of all the obligations under the FA Documents; including, without limitation, any and all obligations to indemnify Beneficiary.

18. **ABSOLUTE NATURE OF GUARANTY.** This Guaranty is irrevocable, absolute, present, and unconditional. The obligations of Guarantor under this Guaranty shall not be affected, reduced, modified, or impaired on the happening from time to time of any of the following events, whether or not with notice to (except as notice is otherwise expressly required) or the consent of Guarantor:

18.1. **Failure to Give Notice.** The failure to give notice to Guarantor of the occurrence of a default under the terms and provisions of this Guaranty or the FA Documents, as the case may be.

18.2. **Modifications or Amendments.** The modification or amendment (in accordance with the terms of this Guaranty or the FA Documents)(whether material or otherwise) of any obligation, covenant, or agreement set forth in this Guaranty or FA Documents, as the case may be.

18.3. **Beneficiary's Failure to Exercise Rights.** Any failure, omission, delay by, or inability by Beneficiary to assert or exercise any right, power, or remedy conferred on Beneficiary in this Guaranty or the FA Documents, as the case may be.

18.4. **Assignor's Termination.** A termination, dissolution, consolidation, or merger of Assignor with or into any other entity.

18.5. **Assignor's Bankruptcy.** The voluntary or involuntary liquidation, dissolution, sale, or other disposition of all or substantially all of Assignor's assets, the marshalling of Assignor's assets and liabilities, the receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors, or readjustment of, or other similar proceedings affecting Assignor, Guarantor, or any of the assets of either.

18.6. **Assignment of Rights.** The assignment (in accordance with the terms of this Guaranty or the FA Documents, as the case may be) of any right, title, or interest of Beneficiary in this Guaranty or the FA Documents to any other person.

18.7. **Extent of Guarantor's Obligations.** Any other cause or circumstance, foreseen or unforeseen, whether similar or dissimilar to any of the foregoing; it being the intent of Guarantor that its obligations under this Guaranty shall not be discharged reduced, limited, or modified except by (i) payment of amounts owing pursuant to this Guaranty and/or FA Documents, then only to the extent of such payment or payments; and (ii) full performance of obligations under this Guaranty and/or FA Documents, then only to the extent of such performed or discharged obligation or obligations.

18.8. **Exercise of Beneficiary Rights.** Any action of Beneficiary authorized pursuant to Section 5 below.

19. **AUTHORIZATION OF BENEFICIARY.** Guarantor authorizes Beneficiary, without notice or demand and without affecting its liability under this Guaranty, and without consent of Guarantor or prior notice to Guarantor, from time to time to: (i) make any modifications to the FA Documents; (ii) assign the FA Documents and this Guaranty; (iii) take, hold, or release security for the performance of the Guaranteed Obligations with the consent of the party providing such security; (iv) accept or discharge (in whole or in part) additional guarantors; (v) direct the order and manner of any sale of all or any part of security now or later held under the FA Documents or this Guaranty, and also bid at any such sale to the extent allowed by law; and/or (vi) apply any payments or recovery from Assignor, Guarantor, or any source, and any proceeds of any security, to Assignor's obligations under the FA Documents in such manner, order, and priority as Beneficiary may elect, whether or not those obligations are guaranteed by this Guaranty or secured at the time of such application.

20. **WAIVERS.**

20.1. **Waiver of Rights to Require Beneficiary to Act.** Guarantor waives the right to require Beneficiary to: (i) proceed against Assignor or any other person, (ii) proceed or exhaust any security held from any person, (iii) proceed against any other guarantor, or (iv) pursue any other remedy available to Beneficiary.

20.2. **Waivers Until Obligation Is Repaid.** Until the Guaranteed Obligations have been paid or otherwise discharged in full:

20.2.1. Guarantor waives all rights of subrogation, indemnity, any rights to collect reimbursement from Assignor, and any right to enforce any remedy that Beneficiary now has, or may have, against Assignor.

20.2.2. Guarantor waives any benefit of, and any right to participate in, any security now or later held by Beneficiary.

20.2.3. Guarantor waives any defense it may have now or in the future based on any election of remedies by Beneficiary that destroys Guarantor's subrogation rights or Guarantor's rights to proceed against Assignor for reimbursement, and Guarantor acknowledges that it shall be liable to Beneficiary even though Guarantor may well have no such recourse against Assignor.

20.2.4. Guarantor waives notice of (i) acceptance and reliance on this Guaranty, (ii) notice of renewal, extension, or modification of any Guaranteed Obligation under this Guaranty, and (iii) notice of default or demand in the case of default.

20.2.5. Guarantor waives any right or defense it may now or hereafter have based on (i) Beneficiary's full or partial release of any party who may be obligated to Beneficiary, (ii) Beneficiary's full or partial release or impairment of any collateral for the Guaranteed Obligations, and (iii) the modification or extension of the Guaranteed Obligations.

20.2.6. Guarantor waives any and all suretyship defenses now or later available to it under the California Civil Code or the California Commercial Code.

20.2.7. Without limiting the generality of any other waiver or provision of this Guaranty, Guarantor waives, to the maximum extent such waiver is permitted by law, any and all benefits or defenses arising directly or indirectly under any one or more of (i) California Civil Code §§2799, 2808, 2809, 2810, 2815, 2819, 2820, 2821, 2822, 2838, 2839, 2845, 2846, 2847, 2848, 2849, 2850, 2899, and 3433, (ii) Chapter 2 of Title 14 of the California Civil Code, (iii) California Code of Civil Procedure §§580a, 580b, 580c, 580d, and 726, or (iv) California Commercial Code §3605.

20.2.8. Guarantor waives any statute of limitation affecting liability under this Guaranty or the enforceability of this Guaranty and further waives any defense that might otherwise exist because of the expiration of the statute of limitations on the FA Documents.

20.2.9. Guarantor waives any duty of Beneficiary to disclose to Guarantor any facts Beneficiary may now know or later learn about Assignor or Assignor's financial condition regardless of whether Beneficiary has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume, or has reason to believe that such facts are unknown to Guarantor, or has a reasonable opportunity to communicate such facts to Guarantor, it being understood and agreed that Guarantor is fully responsible for and is capable of being and keeping informed of Assignor's financial condition and of all circumstances bearing on the risk of nonpayment of any indebtedness guaranteed under this Guaranty.

20.2.10. Guarantor waives all notices to Guarantor.

20.2.11. Guarantor waives any defenses provided to the Guarantors otherwise available at law or in equity other than actual payment of the Guaranteed Obligations.

20.2.12. Guarantor waives any defense that a sale of collateral by the Beneficiary was not commercially reasonable;

21. **SUBORDINATION**. Until the Guaranteed Obligations have been paid or otherwise discharged in full, Guarantor subordinates any and all liability or indebtedness of Assignor owed to Guarantor to the obligations of Assignor to Beneficiary that arise under the Guaranteed Obligations. However, Guarantor may receive payment of current reasonable salary and current reasonable payments made in the ordinary course of business for goods provided or services rendered.

22. **EFFECT OF ASSIGNOR BANKRUPTCY**. The liability of Guarantor under this Guaranty shall in no way be affected by:

22.1. **Release of Assignor**. Release or discharge of Assignor in any creditor proceeding, receivership, bankruptcy, or other proceeding.

22.2. **Modification of Assignor's Liability**. Impairment, limitation, or modification of Assignor's liability or the estate, or of any remedy for the enforcement of Assignor's liability, which may result from the operation of any present or future provision of the Bankruptcy Code (Title 11 of the United States Code, as amended; 11 USC §§101-1532) or any bankruptcy, insolvency, debtor relief statute (state or federal), any other statute, or from the decision of any court.

22.3. **Rejection of Debt**. Rejection or disaffirmance of the indebtedness, or any portion of the indebtedness, in any such proceeding.

22.4. **Cessation of Assignor's Liability**. Cessation, from any cause whatsoever, whether consensual or by operation of law, of Assignor's liability to Beneficiary resulting from any such proceeding.

22.5. **Modification and Replacement of Guaranteed Obligation**. If the Guaranteed Obligations are restructured or replaced in connection with a bankruptcy proceeding or case, Guarantor shall remain liable as guarantor of such restructured or replaced obligation.

23. **CLAIMS IN BANKRUPTCY**. Guarantor shall file all claims against Assignor in any bankruptcy or other proceeding in which the filing of claims is required or allowed by law on any indebtedness of Assignor to Guarantor, and shall assign to Beneficiary all rights of Guarantor on any such indebtedness. If Guarantor does not file any such claim, Beneficiary, as attorney-in-fact for Guarantor, is authorized to do so in Guarantor's name, or, in Beneficiary's discretion, to assign the claim and to file a proof of claim in the name of Beneficiary's nominee. In all such cases, whether in bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Beneficiary the full amount of any such claim, and, to the full extent necessary for that purpose, Guarantor assigns to Beneficiary all of Guarantor's rights to any such payments or distributions to which Guarantor would otherwise be entitled.

24. **APPLICATION OF PAYMENTS** With or without notice to Guarantor, Beneficiary, in its sole discretion and at any time and from time to time and in such manner and on such terms as it deems fit may:

24.1. **Priority of Payments**. Apply any or all payments or recoveries from Assignor, from Guarantor, or from any other guarantor or endorser under this or any other instrument, or realized from any security, in such manner, order, or priority as Beneficiary sees fit, to the indebtedness of Assignor to Beneficiary under the FA Documents, whether such indebtedness is guaranteed by this Guaranty or is otherwise secured or is due at the time of such application.

24.2. **Refund to Assignor**. Refund to Assignor any payment received by Beneficiary on any indebtedness guaranteed in this Guaranty, and payment of the amount refunded is fully guaranteed. Any recovery realized from any other guarantor under this or any other instrument shall be first credited on that portion of the indebtedness of Assignor to Beneficiary that exceeds the maximum liability, if any, of Guarantor under this Guaranty.

25. **REPRESENTATIONS AND WARRANTIES** Guarantor represents and warrants to Beneficiary that:

25.1. **Legal Status**. Guarantor has all requisite power and has all material governmental licenses, authorizations, consents, and approvals necessary to carry on his business as now being or as proposed to be conducted.

25.2. **No Breach**. Neither the execution and delivery of this Guaranty nor compliance with its terms and provisions shall conflict with or result in a breach of, or require any consent under any agreement or instrument by which Guarantor is bound.

25.3. **Authority and Power**. This Guaranty has been duly and validly executed and delivered by Guarantor and constitutes its legal, valid, and binding obligation, enforceable against Guarantor in accordance with its terms.

25.4. **Liquidity**. Guarantor has a tangible net worth (determined on a fair market value of assets basis, after payment of any and all liabilities now or hereafter payable and after establishment of adequate reserves for contingent liabilities and taxes on unrealized gains) sufficient to pay any potential liability of Assignor under the FA.

25.5. **Financial Statements.** All financial information furnished or to be furnished to Beneficiary is or will be true and correct, does or will fairly represent the financial condition of Guarantor, and was or will be prepared in accordance with policy accepted accounting principles.

25.6. **Claims and Proceedings.** There are no claims, actions, proceedings, or investigations pending against Guarantor.

26. **INFORMATION NOT REQUIRED.** Guarantor represents that Guarantor is fully aware of Assignor's financial condition and operation and is in a position by virtue of his relationship to Assignor to obtain all necessary financial and operational information concerning Assignor. Beneficiary need not disclose to Guarantor any information about: (i) the FA Documents or any modification of them, and any action or nonaction in connection with them, (ii) any other obligation guaranteed in this Guaranty, (iii) the financial condition or operation of Assignor; or (iv) any other guarantors.

27. **REVIVAL OF GUARANTY.** If a claim is made on Beneficiary at any time (whether before or after payment or performance in full of any Guaranteed Obligation, and whether such claim is asserted in a bankruptcy proceeding or otherwise) for repayment or recovery of any amount or other value received by Beneficiary (from any source) in payment of, or on account of, any Guaranteed Obligation and if Beneficiary repays such amount, returns value or otherwise becomes liable for all or part of such claim by reason of (i) any judgment, decree, or order of any court or administrative body or (ii) any settlement or compromise of such claim, Guarantor shall remain severally liable to Beneficiary for the amount so repaid or returned or for which Beneficiary is liable to the same extent as if such payments or value had never been received by Beneficiary, despite any termination of this Guaranty or the cancellation of any note or other document evidencing any Guaranteed Obligation.

28. **MISCELLANEOUS.**

28.1. **Survival of Representations, Warranties and Agreements.** The representations, warranties, covenants and agreements made in this Guaranty or in any certificate or instrument delivered in connection herewith shall be in full force and effect notwithstanding any investigation made by or disclosure made to any party hereto, whether before or after the date hereof, shall after the Effective Date and shall continue to be applicable and binding thereafter.

28.2. **Notices.** Any notice required or permitted by this Guaranty shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt or when delivery is refused; (iii) by fax or email upon acknowledgment of receipt; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt or when delivery is refused. Any notice given to Guarantor or Beneficiary shall be sent to the respective address set forth on the signature page to this Guaranty, or to such other address as that party may designate.

28.3. **Governing Law; Venue; Jury Trial Waiver.** This Guaranty will be governed by and in all respects construed in accordance with the laws of the State of California. Guarantor agrees that any legal action or proceeding with respect to any of its obligations under this Guaranty may be brought by Beneficiary in any state or federal court located in Santa Clara County, California. Any claim or controversy asserted by Guarantor against Beneficiary shall only be litigated in the state or federal courts located in Santa Clara County, California. By the execution and delivery of this Guaranty, Guarantor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. Guarantor waives any claims that Santa Clara County, California is not a convenient forum or the proper venue for any such suit, action or proceeding. To the maximum extent permitted by applicable law, Beneficiary and Guarantor hereby waive trial by jury and consent to trial without a jury in the event of any action, proceeding or counterclaim brought by either party against the other in connection with this Guaranty.

28.4. **Modification.** This Guaranty may only be modified by a written instrument signed by both of the parties hereto.

28.5. **Waiver.** No waiver of any term, provision or condition of this Guaranty shall be effective unless in writing, signed by the party against which such waiver is sought to be enforced, and no such waiver shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Guaranty, unless specifically so stated in such written waiver.

28.6. **Assignment.** The rights and obligations under this Guaranty may be transferred only with the written consent of the other parties hereto. Any transfer in violation of this Section shall be null and void; provided, however, that Beneficiary may assign any of its rights and obligations hereunder without prior written approval of Guarantor. This Guaranty shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

28.7. **Attorneys' Fees and Litigation Costs.** Should any arbitration, proceeding, or other legal action be brought for the enforcement of this Guaranty, the successful or prevailing party shall be entitled to recover his reasonable attorneys', accounting, and other professional fees, and any other costs incurred in such arbitration, proceeding or other legal action, at trial, on appeal, or in collection thereof, in addition to any other relief to which he or it may be entitled.

28.8. **Other Expenses**. All other costs and expenses incurred by each party hereto in connection with all things required to be done by it hereunder, including attorneys' and accountant fees, shall be borne by the party incurring same.

28.9. **Partial Invalidity**. The various provisions of this Guaranty are intended to be severable and to constitute independent and distinct binding obligations. Should any provision of this Guaranty be determined to be void and unenforceable, in whole or in part, it shall not be deemed to affect or impair the validity of any other provision or part thereof, and such provision or part thereof shall be deemed modified to the extent required to permit enforcement. Without limiting the generality of the foregoing, if the scope of any provisions contained in this Guaranty is too broad to permit enforcement to its full extent, but may be enforceable by limitations, thereon, such provisions shall be enforced to the maximum extent permitted by law, and Buyer and Seller hereby agree that such scope may be judicially modified accordingly.

28.10. **Counterparts**. This Guaranty may be executed in any number of counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document.

28.11. **Joint and Several**. If there is more than one Guarantor, then all parties signing this Guaranty as Guarantor shall be jointly and severally liable for all obligations of Guarantor.

28.12. **Entire Agreement**. This Guaranty constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and/or commitments of any kind. This Guaranty may not be amended or supplemented, nor may any right hereunder be waived, except in writing signed by each of the parties affected thereby.

28.13. **Community Property**. Guarantor acknowledges that this Guaranty is with recourse against the separate property and assets of such individual and against the marital community property and assets (to the extent applicable) of such individual and his or her spouse.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Guaranty, effective as of the Effective Date.


GUARANTOR:

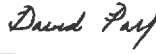
Sebastian Cogna, an individual

BENEFICIARY:

CHARTER ASSET MANAGEMENT FUND, LP.,
a Delaware limited partnership

By: CHARTER ASSET MANAGEMENT GP, LLC,
a Delaware limited liability company

DocuSigned by:

By: _____
Name: Paul N. Im
Title: Managing Member

DocuSigned by:

By: _____
Name: David H. Park
Title: Managing Member

Certificate Of Completion

Envelope Id: E2DB3AD6D64A4DF89F77AAD672026AAE
 Subject: DocuSign: Factoring Agreement Allegiance STEAM Academy - Thrive July 13, 2018
 Source Envelope:
 Document Pages: 37
 Certificate Pages: 6
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:
 Emily Peterson
 530 Lytton Avenue
 2nd Floor
 Palo Alto, CA 94301
 emily.peterson@charterassetmanagement.com
 IP Address: 104.172.227.82

Record Tracking

Status: Original
 6/28/2018 11:21:14 AM

Holder: Emily Peterson

Location: DocuSign

emily.peterson@charterassetmanagement.com

Signer Events

Andrew Vestey
 avestey@aol.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 5/21/2018 12:37:37 PM
 ID: 74a42a31-08ef-4a89-a074-5eaaaaaa81f0

David Park
 david.park@charterassetmanagement.com
 Managing Partner
 Charter Asset Management
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Paul Im
 paul.im@charterassetmanagement.com
 Managing Partner
 Charter Asset Management
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Sebastian Cogna
 sebastian.cognetta@asathrive.org
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Vanessa Okamoto
 vctirre24@gmail.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:

Signature

Timestamp

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 BA19A5DA6869435...

Using IP Address: 207.140.28.70

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Using IP Address: 206.126.35.140
 Signed using mobile

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Using IP Address: 174.212.11.227
 Signed using mobile

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Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Jim Weber jweber@charterimpact.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/28/2018 11:34:15 AM
Jonathan Yeh jonathan.yeh@charterassetmanagement.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/26/2017 4:24:25 PM ID: 236ec808-70db-4745-81fc-746e63602846	COPIED	Sent: 6/28/2018 11:34:16 AM
Raquel Rall Raquel.rall@gmail.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/28/2018 11:34:16 AM
Samantha Odo Samantha.odo@gmail.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/28/2018 11:34:16 AM
Spencer Styles sstyles@charterimpact.com CEO Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/28/2018 11:34:17 AM
Troy Stevens stevens.troy@gmail.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/28/2018 11:34:17 AM
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/9/2018 9:59:41 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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To contact us by email send messages to: paul.im@charterassetmanagement.com

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- ii. send us an e-mail to paul.im@charterassetmanagement.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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browsers are not supported.

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