



# **ALLEGIANCE STEAM ACADEMY**

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

**August 5, 2018**

**7:00 pm**

**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](mailto: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 Special Board Meeting for August 5, 2018.

Recommended the Board of Directors approve the Agenda for Special Board Meeting for August 5, 2018

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

## II. Open Session:

### A. COMMUNICATIONS

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

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

1. Contract for Services Related to Professional Development  
*See attached.*

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

- a. Adopt and approve the Contract with RDG Solutions

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

**2. Chino Valley Unified School District's Computer Network and Internet Services Memorandum of Understanding**

*See attached.*

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

- a. Adopt and approve the Chino Valley Unified School District's Computer Network and Internet Service Memorandum of Understanding

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

**3. Technology Acceptable Use and Internet Safety Policy**

*See attached.*

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

- a. Adopt and approve the Technology Acceptable Use and Internet Safety Policy

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

**D. ADJOURNMENT**

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

- a. Adjourn the Special Board Meeting for August 5, 2018 at \_\_\_\_\_

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

# Proposal for 2018-2019 Support

offered by RDG Solutions, Aig 2018



## Allegiance STEAM Academy

*Where All Children Can Thrive*

*"In most change efforts, improvement is unequal and change fails to spread. Teachers and schools learn best not by reading research reports, listening to speeches, or attending workshops, but by watching, listening, and learning from each other in the very act of teaching itself. When making change, it is as important to build new relationship among people engaged in practices together as it is to spread new knowledge to them." - Hargreaves and Shirley (2009) The Fourth Way*

### Summary

The mission of Allegiance STEAM Academy Thrive is to teach students the academic, social-emotional, and character skills needed to be college and career ready. Allegiance STEAM Academy Thrive students will develop as critical thinkers, civic leaders, and socially responsible citizens that are integral to their communities and beyond. To support this work, Regur Development Group (RDG Solutions) will provide technical assistance and support.

### Funding Justification

Services as identified in the *Charter School Start Up Grant for Fiscal year 2017-2018*

5800	Professional development for 2 week summer intensive (10 days *\$2500 for outside consults with expertise in STEAM, language developments, and/or NGSS implementation)	\$ 25,000
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### Costs

Billing is based on a daily rate of \$2500 per consultant per day; \$1250 per consultant per half day. Invoices to be submitted monthly; payment expected within 30 days. Contract not to exceed \$25,000.

A "day" of service is defined by the contracts and norms of the school's expectations for a teacher's work "day". Similarly, a "half day" of work is defined by the school's expectations of their own staff working a "half day". The goal of this partnership is to offer embedded, right-on-time support, so consultants will work with the school leaders to ensure their on-site schedules align to maximize the impact for teachers and the school mission. Customized support like this requires all parties to be open to feedback and adjust as needed. RDG is committed to this level of personalization and has a track record of success working with a large range of organizations.

In addition to “days” and “half days” of billable time, this partnership includes phone meetings, emails, shared electronic documents, planning templates, and other resources for ongoing support. These services and supports are not billed separately but rather, are considered part of the commitment of the partnership. The quality and extent of support will be driven by the Executive Director of the school under the guidance and supervision of the school’s Board. RDG is committed to adjusting based on feedback and providing customized support.

Any materials developed for ASA Thrive by RDG will become the property of ASA Thrive. RDG will share files digitally so teachers can modify, adjust, and truly “own” any materials developed through this collaborative partnership.

### **Our Commitment**

RDG will provide research-based materials, right-on-time professional development. This proposal is offered with the best of intentions and can be modified to meet school needs.

<p><b>Regur Development Group</b> 13217 Jamboree Road #282 Tustin, CA 92782 EIN 45-1053365</p>	<p><u>Implementation Contact:</u> <b>Steve Regur, Ed.D.</b> <a href="mailto:steveregur@rdgsolutions.com">steveregur@rdgsolutions.com</a> 714-642 5852</p>
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*We look forward to working with you!*

**CHINO VALLEY UNIFIED SCHOOL DISTRICT'S  
COMPUTER NETWORK AND INTERNET SERVICES  
MEMORANDUM OF UNDERSTANDING**

This Chino Valley Unified School District Computer Network and Internet Services Memorandum of Understanding ("Computer Network and Internet Services MOU") is made and entered on this \_\_\_ day of August, 2018 by and between the Chino Valley Unified School District ("District" and "CVUSD"), a public school district, and Allegiance STEAM Academy, Inc. ("Charter School"), a nonprofit public benefit corporation, collectively referred to herein as the "the Parties."

**RECITALS**

**WHEREAS**, the District is the charter-authorizing entity for the Charter School, pursuant to the Charter Schools Act (Education Code sections 47600 *et seq.*), responsible for oversight of the Charter School;

**WHEREAS**, Charter School is a non-profit public benefit corporation operating a grades TK-8 charter school conditionally granted by the District for a term from July 1, 2018 to June 30, 2020;

**WHEREAS**, the District provided reasonably equivalent Proposition 39 facilities to the Charter School pursuant to the requirements of Education Code section 47614 and its implementing regulations;

**WHEREAS**, Charter School is to be located at the former "El Rancho" school site, 5862 C Street, Chino, California for the 2018-2019 school year;

**WHEREAS**, the Parties agree that the District's responsibilities under this Computer Network and Internet Services MOU are contingent upon Charter School's satisfaction of all conditions enumerated in the January 15, 2018 CVUSD First Amended Resolution No. 2017-2018-34 and Charter School's full compliance with the January 15, 2018 First Amended Charter School Memorandum of Understanding ("MOU") between CVUSD and Charter School;

**WHEREAS**, pursuant to Section 1.5 of the District's First Amended Charter School MOU, to the extent that Charter School wishes to contract with the District for any computer network or internet services beyond those specified in this First Amended Charter School MOU, a separate written contract with the District shall be required;

**WHEREAS**, the District and the Charter School desire to set forth the terms and conditions for the District's provision of and the Charter School's use of the District's computer network at the District's school site.

**NOW THEREFORE**, the Parties hereto agree as follows:

**1. Purpose of Computer Network and Internet Services MOU**

- 1.1. The purpose of this Computer Network and Internet Services MOU is to define the District's provision of and the Charter School's use of the District's computer network at the District's school site, subject to certain conditions enumerated in this MOU.
- 1.2. This Computer Network and Internet Services MOU when signed evidences that the District has fully complied with any and all obligations to provide reasonably equivalent facilities, under Education Code section 47614 and California Code of Regulations, Title 5, section 11969.2(e), to Charter School, using CVUSD's Cal Aero Preserve Academy and Briggs Fundamental School as comparison group schools.

**2. Definition of the District's Provision of the Computer Network**

- 2.1. A reasonably equivalent "Computer Network" for the El Rancho school site includes the District providing wireless internet (including access points and contracted services via Spectrum Internet), network infrastructure (including switches, fiber runs, cabling, fiberboards, intermediate distribution frames), a firewall, and an operational phone and intercom system.
- 2.2. A reasonably equivalent Computer Network does not include the District providing any servers.
- 2.3. The Computer Network is and shall remain at all times the property of the District.
- 2.4. The Computer Network is not provided by the District to be used by the Charter School as a public, student, or employee forum.

**3. Term and Termination**

- 3.1. This Computer Network and Internet Services MOU shall cover a term commencing on August 17, 2018, and ending on June 30, 2019 ("Term").
- 3.2. Charter School shall comply with all provisions of this MOU during the Term.
- 3.3. This Computer Network and Internet Services MOU shall automatically terminate if one or more of the following occurs: the CVUSD Board of Education determines by CVUSD Resolution at a duly noticed CVUSD Board of Education meeting that the Charter School failed to comply any of the conditions enumerated in the First Amended Charter School MOU; the CVUSD Board of Education determines that Charter School violated any terms or provisions of the October 16, 2017 Allegiance STEAM Academy-Thrive charter; the CVUSD Board of Education determines that the Charter School failed to comply with any terms of this MOU; the CVUSD Board of Education determines that Charter School's charter is revoked; or if Charter School closes for any reason.

3.4. Upon termination of this MOU for any reason, Charter School's access to the Computer Network shall immediately cease.

#### 4. Permitted Use

- 4.1. The District grants Charter School the right to use the Computer Network only for legitimate Allegiance STEAM Academy charter school business and educational purposes.
- 4.2. The Computer Network shall not be used for any purpose related to Allegiance STEAM Academy charter school business with any Charter Management Organization.
- 4.3. Charter School's right to use the Computer Network during the Term is subject to the following provisions set forth in 4.3 – 4.18:
- 4.4. **Acceptable Use and Internet Safety Policy.** Charter School's Board shall develop and approve an Acceptable Use and Internet Safety Policy for Charter School employees, students, and other persons, and submit it to the District. If Charter School receives discounts for Internet access or internal connections through an E-Rate program, then Charter School shall comply with all requirements of the Children's Internet Protection Act (47 CFR 54.520) in developing the Acceptable Use and Internet Safety Policy.
  - 4.4.1. Charter School shall require all employees, students, and other persons to sign and agree to the Charter School's Acceptable Use and Internet Safety Policy.
  - 4.4.2. The Computer Network shall be used only by Charter School employees, students, and other persons who have agreed to comply with Charter School's Acceptable Use and Internet Safety Policy.
  - 4.4.3. Charter School will offer student access to the Internet and access to the Computer Network only for educational purposes that supports the educational mission of Charter School.
- 4.5. **Technology Plan.** Charter School's Board of Directors shall prepare and approve a Technology Plan, and submit it to the District. The Technology Plan shall address for the duration of the Term of this MOU, at a minimum:
  - 4.5.1. Appropriate and ethical use of information technology in the classroom;
  - 4.5.2. Internet safety;
  - 4.5.3. An anti-plagiarism policy for students and Charter School employees, which defines academic dishonesty, plagiarism, and delineates the manner in which to



avoid committing plagiarism, and consequences of academic dishonesty and plagiarism;

4.5.4. The concept, purpose, and significance of a copyright so that students are equipped with the skills necessary to distinguish lawful from unlawful online downloading;

4.5.5. The implications of illegal peer-to-peer network file sharing.

4.6. **Domain Policies and Procedures.** Charter School shall be responsible for creation of domain policies and procedures.

4.7. **Passwords.** Charter School shall assign passwords to any person using the Computer Network and Internet Services.

4.8. **Server(s).** In order for Charter School to host services onsite, Charter School shall obtain server(s) to store student and employee confidential data, and keep all server(s) secure onsite.

4.9. **Licenses and Other Material.** Charter School shall not agree to a license or download any material to the Computer Network without express written authorization from the District.

4.10. **Downloads.** Charter School shall not download unknown files from the Internet, and shall not accept email attachments from unknown senders without first scanning the file using virus scanning software.

4.11. **Computer Network Security.** Charter School shall not attempt to hack into or violate the Computer Network. Abusing, tampering with and/or destroying the Computer Network or its physical hardware is considered vandalism and may result in termination of this MOU and Charter School's access to the District's Computer Network.

4.12. **Monitoring.** Charter School shall take precautions to eliminate inappropriate material and students' access to inappropriate material by software blocking access to inappropriate websites.

4.13. **Conservation.** Charter School shall conserve the Computer Network bandwidth and storage. Charter School shall not intentionally use the Computer Network for personal use, send mass email chains, engage in chat groups or social media unrelated to the operation of Charter School, or upload/download large files, including audio and video files that are not related to the operation of Charter School.

4.14. **Equipment.** Any and all electronic or other equipment connected to the Computer Network shall meet District regulations and technical standards.

**4.15. Content Limitation.** Charter School shall not, at any time, use the Computer Network to produce, distribute, use, view, or store information that includes:

**4.15.1.** Commercial or personal advertisements, solicitations, promotions, destructive codes or any other unauthorized materials;

**4.15.2.** Information prohibited by law, District or Charter School rules;

**4.15.3.** Obscene, pornographic, sexually explicit or harmful materials;

**4.15.4.** Violation(s) of copyright laws;

**4.15.5.** Would subject Charter School or District to criminal, civil or administrative liability for use of the Computer Network;

**4.15.6.** False representations of the users' identity;

**4.15.7.** Reveals personal or confidential Charter School employee or student information.

**4.16. Modifications.** Charter School shall not make any modifications to Computer Network without express written authorization from the District.

**4.17. Rights of District.** The District has the right at all times during the Term of this MOU to block or filter Internet access to websites or online materials that are obscene or deemed inappropriate by the District.

**4.18. Access to Computer Network.** The District has the right at all times during the Term of this MOU to access the Computer Network as necessary via the District's secure Virtual Private Network to troubleshoot all CVUSD-provided services for the El Rancho school site, including, but not limited to, phone systems, and heating, ventilation, and air conditioning.

## **5. Charter School Duties**

**5.1. Utilities Costs for Computer Network and Internet Services.** The March 30, 2018 Final Facilities Memorandum of Understanding, at page 4, states that the District shall secure Internet services and bill Charter School 100% of all utility costs during the 2018-2019 school year. Pursuant to the Final Facilities Memorandum of Understanding, the District shall invoice the Charter School once a month for the Computer Network/Internet service costs, commencing on August 30, 2018, and ending June 30, 2019. Charter School shall promptly pay to the District the costs identified in the invoice within thirty (30) calendar days of receipt of such invoice.

**5.2. Additional Computer Network and Internet Services.** If Charter School desires any additional Computer Network and Internet Services beyond the service level provided to the District public schools and which are not included in this Computer Network and Internet Services MOU, Charter School shall submit a written request to the District for a cost estimate for the desired additional Computer Network and Internet Services.

If the District's cost estimate is approved by Charter School's Board or designee, the District shall provide the desired additional Computer Network and Internet Services within a reasonable amount of time. Upon receipt of the District's services, Charter School shall pay to the District the agreed cost estimate for the services within thirty (30) calendar days.

**5.3. Student Data.** Charter School is subject to and shall comply, at all times, with all state and federal laws governing personally identifiable information in education records, including but not limited to relevant provisions of the California Education Code sections 49060-49085 and the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232g and 34 C.F.R. section 99. Charter School, not the District, shall manage all student data.

**5.4. Third Party Informational Technology ("IT") Consultant or Consulting Firm.** If Charter School desires to contract with a third party IT consultant or consulting firm, Charter School shall require the third party IT consultant or consulting firm to sign and agree to a confidentiality agreement for the duration of the Term to protect privileged personal and identifiable student information stored on Charter School's server(s). Charter School shall also require the third party IT consultant or consulting firm to sign and agree to the Charter School's Acceptable Use and Internet Safety Policy.

**5.4.1.** The confidentiality agreement shall provide that Charter School, in accordance with the FERPA, is the owner of personally identifiable student data and the data will not be retained by the third party IT consultant or consulting firm if the agreement is terminated. The confidentiality agreement must outline procedures for security breaches and notification of such breaches to parents/ guardians. Charter School shall provide the confidentiality agreement to the District within five (5) calendar days after execution.

**5.4.2.** Charter School shall provide the contact information of the third party IT consultant or consulting firm, in writing, to the District within five (5) calendar days after Charter School executes a contract with the third party IT consultant or consulting firm.

**5.4.3.** In the event of any change in a third party IT consultant or consulting firm, Charter School shall require the new third party IT consultant or consulting firm to sign and agree to a confidentiality agreement and sign and agree to the Charter School's Acceptable Use and Internet Safety Policy. Charter School shall execute

a new contract with the third party IT consultant or consulting firm, and shall provide the confidentiality agreement and new contract to the District within five (5) calendar days after execution. Charter School shall provide the contact information of the new third party IT consultant or consulting firm, in writing, to the District within five (5) calendar days after Charter School executes the contract with the new third party IT consultant or consulting firm.

5.4.4. District will contact and meet with Charter School's third party IT consultant or consulting firm at the El Rancho school site on or after August 17, 2018 to discuss and agree upon Charter School's third party IT consultant or consulting firm's access to the District's Computer Network.

5.4.5. At no point shall Charter School's third party IT consultant or consulting firm, or outside vendor, change, touch, manipulate, or move the District's Computer Network.

5.4.6. In the event maintenance issues occur with the Computer Network, as installed by the District, Charter School shall submit a written request to the District outlining the issue and scope of work. If the District approves Charter School's request, the District may coordinate and work with Charter School's IT consultant or consulting firm to handle the work request.

5.5. **Support.** Charter School or Charter School's third party IT consultant or consulting firm will provide monitoring, maintenance, remote support, phone support, and virtual Chief Information Officer services for Charter School's computers, server(s), printer(s) and peripheral equipment excluding network equipment and firewall management.

Charter School or Charter School's third party IT consultant or consulting firm shall also provide support for all Charter School installed hardware and software, and ongoing monitoring of all Charter School critical devices.

At no point will the District complete or provide support for any type of computer or peripheral equipment configuration.

## 6. District Duties

6.1. **Maintenance of Computer Network.** In the event maintenance issues occur with the Computer Network, as installed by the District, Charter School shall submit a written request to the District outlining the issue and scope of work. If the District approves Charter School's request, the District will provide and pay for reasonable hardware-related repairs to the Computer Network.

6.2. **Computer Network Connection.** Connection to the Computer Network by Charter School may be suspended temporarily and without notice in the case of system failure,

upgrades, maintenance, or repair or for reasons beyond the District's control. The District will take reasonable steps to provide notice and to minimize such disruption, to the extent it is within the District's reasonable control.

**7. Warranty Disclaimer/Limitation of Liability**

7.1. Charter School accepts access to the Computer Network on an "as is" basis, District makes no representations or warranties of any kind with respect to performance, data quality, accessibility or integrity of the Computer Network, including but not limited to the warranties of fitness for a particular purpose or merchantability. District shall not be liable for any damages whatsoever arising out of Charter School's access to or use of the Computer Network.

**8. Indemnification**

8.1. Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "District" and "CVUSD Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorneys' fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against District and/or CVUSD Personnel, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Charter School's use of the District's Computer Network, or any acts, errors, negligence, omissions or intentional acts by Charter School, its board of directors, administrators, employees, agents, representatives, volunteers, successors and assigns.

**9. Notices.**

9.1. All notices, requests, and other communications under this Computer Network and Internet Services MOU shall be in writing, mailed or delivered by overnight courier to the proper addresses, and emailed as follows:

To the District at:  
5130 Riverside Drive  
Chino, California 91710  
Attn: Dr. Norm Enfield  
norm\_enfield@chino.k12.ca.us

To Charter School at:  
Allegiance STEAM Academy  
PO Box 2414  
Chino, California 91708  
Attn: Dr. Sebastian Cогnetta  
sebastian.cognetta@asathrive.org

#### **10. Captions and Section Headings**

10.1. The captions and section headings used this Computer Network and Internet Services MOU are inserted for convenience only and should not affect the meaning or interpretation of the terms of this MOU.

#### **11. Severability**

11.1. If any provision or any part of this Computer Network and Internet Services MOU is for any reason held to be invalid, unenforceable, and/or contrary to public policy or statute, the remainder of this Computer Network and Internet Services MOU shall not be affected thereby and shall remain valid and fully enforceable.

#### **12. Venue and Governing Law**

12.1. This Agreement shall be governed by the laws of the State of California. The Parties agree that any legal action to enforce the terms of this Computer Network and Internet Services MOU shall be brought in the appropriate court in San Bernardino County, California.

#### **13. Modification**

13.1. No change or modification of the terms or provisions of this Computer Network and Internet Services MOU shall be deemed valid unless set forth in writing and signed by the Parties. If any actual or physical deletions or changes appear on the face of the MOU, such deletions or changes shall be void and of no force or effect.

#### **14. Entire Agreement**

14.1. This Computer Network and Internet Services MOU contains the entire agreement of the Parties with respect to the matters covered herein, and supersede as any oral or written understandings or agreements between the Parties with respect to the subject matter of this Computer Network and Internet Services MOU. This Computer Network and Internet Services MOU may be executed in counterparts, each of which shall constitute an original. Facsimile copies of signature pages transmitted to other Parties shall be deemed equivalent to original signatures on counterparts.

All decisions regarding Charter School's satisfaction of all of the terms of this Computer Network and Internet Services MOU are subject to the sole discretion of the CVUSD Superintendent of Schools as the CVUSD Board of Education's designee.

Charter School agrees that use of the District's Computer Network and this Computer Network and Internet Services MOU automatically terminates if one or more of the following occurs: the CVUSD Board of Education determines by CVUSD Resolution at a duly noticed CVUSD Board of Education meeting that the Charter School failed to comply any of the conditions enumerated in the First Amended Charter School MOU; the CVUSD Board of Education determines that Charter School violated any terms or provisions of the October 16, 2017 Allegiance STEAM Academy-Thrive charter; the CVUSD Board of Education determines that the Charter School failed to comply with any terms of this MOU; the CVUSD Board of Education determines that Charter School's charter is revoked; or if Charter School closes for any reason.

**IN WITNESS WHEREOF**, on behalf of the CVUSD Board of Education, I certify that this Computer Network and Internet Services MOU was approved, passed, and adopted by the CVUSD Board of Education by a vote of \_\_\_ - \_\_\_ at the August 16, 2018 CVUSD Board of Education meeting.

Date: August \_\_, 2018

\_\_\_\_\_  
Dr. Norm Enfield  
CVUSD Superintendent of Schools

**IN WITNESS WHEREOF**, on behalf of the Charter School Board of Directors, I certify that the Charter School Board of Directors adopted, agreed to, and accepted this *Computer Network and Internet Services Memorandum of Understanding between Chino Valley Unified School District and Allegiance STEAM Academy, Inc. operating Allegiance STEAM Academy Charter School* by a vote of \_\_\_ - \_\_\_ at the \_\_\_\_\_ Charter School Board of Directors meeting.

Date: August \_\_, 2018

\_\_\_\_\_  
Dr. Sebastian Cognetta,  
CEO of Charter School



## TECHNOLOGY ACCEPTABLE USE AND INTERNET SAFETY POLICY

### Introduction and Purpose

The Allegiance STEAM Academy (ASA) community is encouraged to make innovative and creative use of information technologies in support of education and research. Use of the ASA network is a privilege and is intended only for purposes consistent with ASA educational business and curricular objectives. The purpose of this policy is to ensure appropriate, responsible, ethical and legal use of technology within the ASA community. This policy is designed to guide faculty, staff, students and guests in the acceptable use of the ASA network and technology systems. This policy is an extension of ASA Student Handbook Policies and Personnel Policies.

Students and employees are responsible for appropriate use of the ASA network. Inappropriate use may result in the cancellation of user privileges, disciplinary and/or legal action. Activities that violate state, local or federal law may be subject to prosecution. All users are bound by future updates.

### Definitions

Technology is defined as “the body of tools, machines, materials, techniques, and processes used to produce goods and services and satisfy human needs.” (World Book Online Dictionary)

ASA network includes the computers, terminals, printers, networks, and related equipment, as well as data files or documents residing on disk, tape, or other media, which are owned, managed, or maintained by Technology Services and/or staff. Privately owned equipment, such as laptops, PDA’s and home computers are considered ASA network if attached directly or remotely to the ASA network and/or are used to access the network.

A User is any person, whether authorized or not, who makes any use of any ASA network from any location.





## ASA Network Use

Use of ASA network is restricted to authorized ASA faculty, staff, students and guests. ASA network may be used only for their intended authorized purposes. All use of ASA network must be consistent with all contractual obligations of the school, including limitations defined in software and other licensing agreements.

- Users must not permit or assist any unauthorized person to access ASA network.
- Users must not defeat or attempt to defeat any ASA security.
- Users must not access or attempt to access data on ASA network that they are not authorized to access.
- Users must not make any deliberate, unauthorized changes on ASA network.
- Users must not intercept or attempt to intercept data communications not intended for that user's access.
- Users must not conceal their identity when using ASA network and must show identification upon request by a ASA staff member.
- Users must not deny or interfere with or attempt to deny or interfere with service to other ASA network users.
- Users must use their specific login ID and password and are responsible for the security of said accounts and passwords.
- Users must observe intellectual property rights and copyright laws.
- Without specific authorization, users of ASA network must not cause, permit or attempt any destruction or modification of data or equipment.
- Users must allow access to, and are responsible for the backup of their own data.
- Users must not conceal or attempt to conceal violations by another user. Users are expected to report violations of this policy.

## No Privacy

The ASA Network is not a private means of communication. All data stored, transmitted, processed, or otherwise accessed on the network may be monitored, filtered or recorded without notice to the user. All ASA network technology is subject to these rules, even if it is privately owned. When using the ASA network, users do not have an expectation of privacy in anything they create, store, delete, send or receive on the ASA network. The use of ASA network shall constitute express consent to being monitored. This consent shall authorize ASA representatives to monitor, without prior notification or consent, all technology resource use including, but not limited to, Internet use, emails, audios or visual material, computer transmissions, stored information and deleted information or files. Any use in support of illegal activities must be reported to the authorities. Illegal Acts State and federal laws make it illegal to intentionally access any computer system or network for the purpose of:

- Devising or executing any scheme or method to defraud or extort;
- Obtaining money, property, or services with false or fraudulent intent, representations, or promises;
- Damaging or intentionally disrupting the network by altering or deleting files, or introducing any programs or data designed to cause damage by spreading to other networks;
- Threatening, bullying, or sexually harassing another individual;

Approved by ASA Board



- Promoting a forum for any illegal activity;
- Making terrorist threats
- Sharing and/or distributing pornography
- Plagiarism
- Copyright infringement

Users committing any of these acts may be subject to prosecution.

### User Rights

Access to all ASA network resources is to be shared equitably among users. ASA attempts to provide, at all times, a secure environment conducive to learning and free of illegal or malicious acts. The school has taken precautions, which are limited, to restrict access to inappropriate, unethical and/or immoral materials. However, on a global network it is impossible to control all access. A user may accidentally or on purpose discover inappropriate information.

### Acceptable Use

Generally: ASA network can be used in the support of teaching, research, public service, work related and administrative functions that support the missions of the school.

Incidental Use: Incidental use of computing resources at the school must not interfere with assigned job responsibilities and may result in only a nominal cost to the school. Incidental use should not be considered private and personal.

Prohibited uses: ASA declares unethical and unacceptable behavior as just cause for taking disciplinary action, revoking network privileges, and initiating legal action. The following are examples of unethical and unacceptable behavior. The following list of prohibited behaviors is not exhaustive, and is offered for illustration only.

- Using ASA network for distributing copyrighted materials, illegal, inappropriate, threatening or obscene purposes, or in support of such activities. Illegal activities shall be defined as a violation of local, state, and/or federal laws. Inappropriate use shall be defined as a violation of the intended use of the ASA network and/or purposes and goals. Obscene activities shall be defined as a violation of the generally accepted social standards for use of a publicly owned and operated communication vehicle.
- Using an account other than your own and any attempt to gain unauthorized access to accounts on the network.
- Attempting to obtain access to restricted sites, servers, files, databases, etc. and/or attempting to gain unauthorized access to other systems (e.g. "hacking").
- Using personal computer equipment to access the ASA network without prior permission.
- Installing personal software or uninstalling software without prior permission.
- Using Internet games and/or IRC (Internet Related Chat) not related to core curriculum and without direct teacher instruction.
- Using the Internet for commercial purposes, financial gain, personal business, product advertisement, or use of religious or political lobbying.



- Attempting vandalism. Vandalism is defined as willful or malicious destruction and any intent to harm or destroy data of another user, another agency or network that is connected to the Internet. Vandalism includes, but is not limited to, the uploading, downloading, or creation of computer viruses. It also includes attempts to gain access to a network that is connected to the Internet.
- Degrading or disrupting network equipment, software, or system performance.
- Wasting finite network resources.
- Invading the privacy of individuals or disclosing confidential information about other individuals unless directly related to your work assignment.
- Posting personal communications without the original author's consent.
- Posting anonymous messages.
- Accessing, downloading, storing or printing files that are profane, obscene or that use language that offends or tends to degrade others.
- Harassing others and using abusive or obscene language on the ASA network. You may not use the ASA network to harass, annoy or otherwise offend other people.
- Using material which may be deemed in violation of school policy or the law.
- Downloading music, video or any other files not directly related to the curriculum.
- Communicating threats of violence.
- Using ASA network for plagiarism. Plagiarism is taking ideas or writing from another person and offering them as your word. Credit must always be given to the person who created the information or idea.
- Using ASA network for piracy (unauthorized use or reproduction of copyrighted or patented material).
- The capture, display or sharing of images of persons without their expressed consent.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_