



# **ALLEGIANCE STEAM ACADEMY**

## **REGULAR MEETING OF THE BOARD OF DIRECTORS**

**October 7th, 2019**

**7:30 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**

Samantha Odo, Chairperson

\_\_\_\_\_

\_\_\_\_\_

Jason Liso, Treasurer

\_\_\_\_\_

\_\_\_\_\_

Marcilyn Jones, Secretary

\_\_\_\_\_

\_\_\_\_\_

Troy Stevens, Member

\_\_\_\_\_

\_\_\_\_\_

Claudia Reynolds, 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 Regular Board Meeting for October 7, 2019**

It is recommended that the Board of Directors approve the Agenda for Regular Board Meeting for October 7, 2019.

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

**II. Open Session:**

**A. PLEDGE OF ALLEGIANCE**

**B. ITEMS SCHEDULED FOR INFORMATION:**

- 1. Update from Parents and Community for Kids
- 2. CEO’s Report
- 3. Staff Report
- 4. PAL Report
- 5. LCAP Goal 3 School Climate Data

**C. ITEMS SCHEDULED FOR CONSENT:**

- 1. Minutes for the Regular Meeting of the Board of Directors September 7, 2019
- 2. Minutes for the Special Meeting of the Board of Directors September 17, 2019
- 3. Check Register for the month of August, 2019

**D. ITEMS SCHEDULED FOR DISCUSSION/ACTION:**

- 1. Financial Update for August, 2019  
(See attached)

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

Approve Financial Update for August, 2019

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

**2. Updated FY20 ASA Budget**

*(See attached)*

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

Approve and adopt Updated FY20 ASA Budget

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

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

*The Board will review/ discuss the Factoring Agreement presented to Allegiance STEAM Academy to provide \$200,000, to assist with operation costs*

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

Approve and adopt the Factoring Agreement with Charter Asset Management

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

**4. Principal Job Description**

*(See attached)*

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

Approve and adopt the Principal Job Description

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

**5. Occupational Therapist Job Description**

*(See attached)*

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

Approve and adopt the Occupational Therapist Job Description

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

**6. School Psychologist Job Description**

*(See attached)*

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

Approve and adopt the School Psychologist Job Description

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

**E. COMMUNICATIONS**

**1. Comments from Board of Directors**

**F. ADJOURNMENT**

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

Adjourn the Regular Meeting of the Board of Directors for October 7, 2019

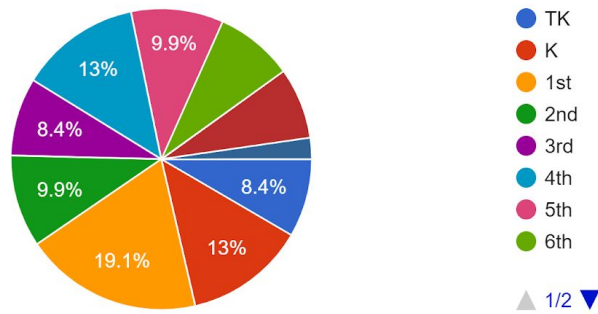
Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call: \_\_\_\_\_

LCAP School Culture Survey Fall 2019

LCAP Goal 3: *Allegiance STEAM Academy Thrive will provide a school environment which fosters physical and emotional security and focuses the school climate on creating opportunities for students to take risks to gain the skills required in the STEAM fields.*

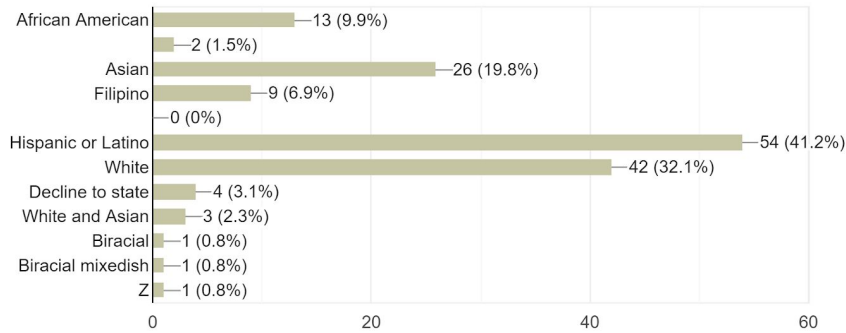
What grade is your child in?

131 responses

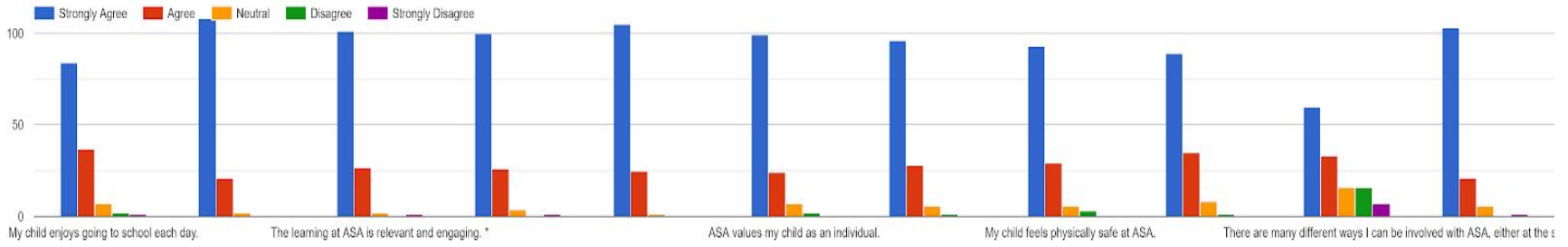


What is your child's race/ethnicity? Check all that apply.

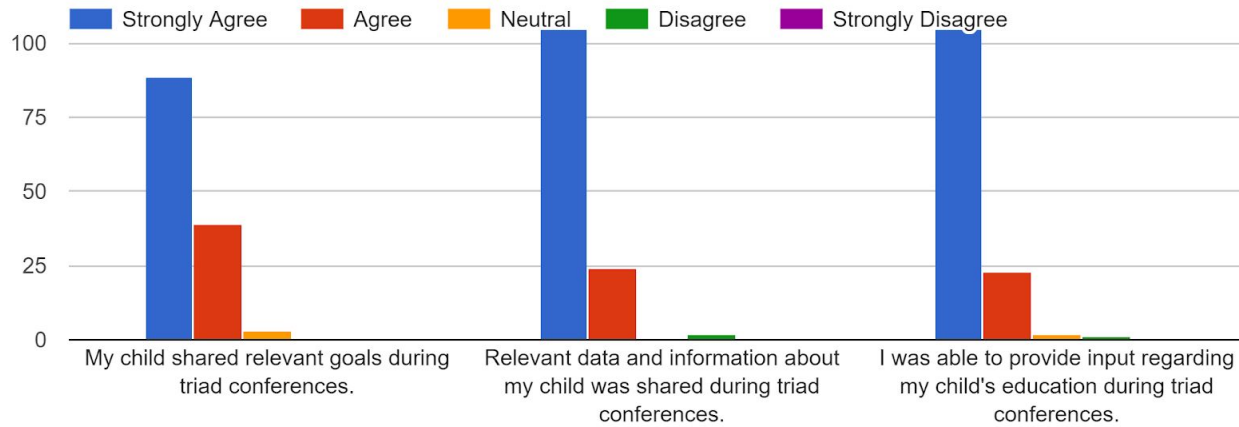
131 responses



Please indicate the extent to which you agree with each statement.

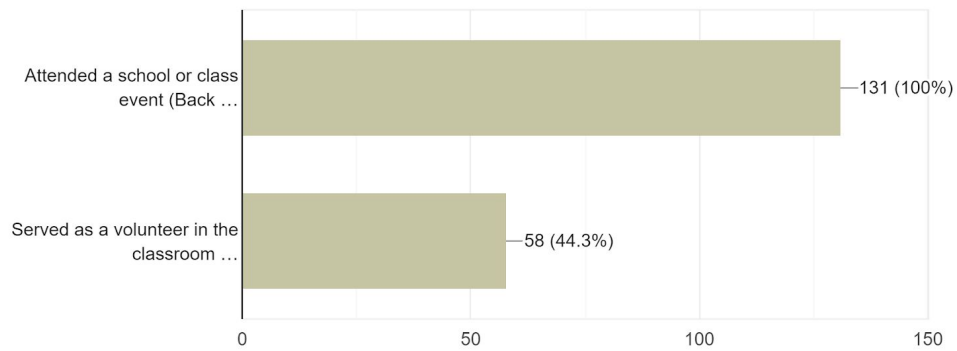


Triad Conferences: Please indicate the extent to which you agree with the following statements.

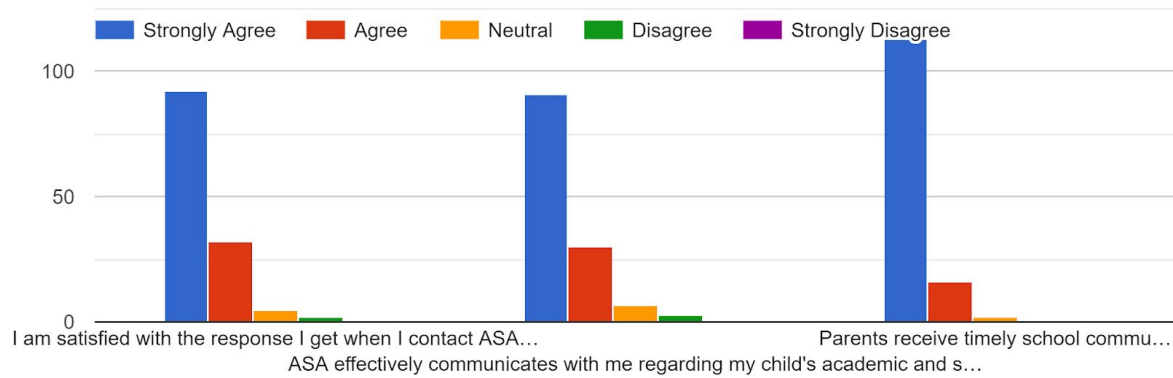


Since the beginning of the school year, I have (or another adult in our household has): Check all that apply.

131 responses



Please indicate the extent to which you agree with each statement.





# ALLEGIANCE STEAM ACADEMY

## REGULAR MEETING OF THE BOARD OF DIRECTORS

September 9, 2019  
Minutes

### I. Preliminary

#### A. Call to Order

*The meeting was called to order by Board Chair at 7:32 pm.*

#### B. Roll Call

|                         | Present | Absent  |
|-------------------------|---------|---------|
| Samantha Odo, Secretary | ___X___ | _____   |
| Jason Liso, Treasurer   | _____   | ___X___ |
| Marcilyn Jones, Member  | ___X___ | _____   |
| Troy Stevens, 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 the Regular Board Meeting for September 9, 2019

*Motion (Stevens), second (Jones), motion carried by a vote of 3-0 to approve the Agenda for Regular Board Meeting for September 9, 2019.*

### II. Open Session:

#### A. PLEDGE OF ALLEGIANCE

#### B. ITEMS SCHEDULED FOR INFORMATION:

##### 1. Resignation of Andrew Vestey as Board Chairperson and Member

*Dr. Cognetta thanked Mr. Vestey for his service. He said that Mr. Vestey and Mr. Stevens were the two who discussed the possibility of Allegiance before it existed. He said he is forever grateful to Andrew for getting Allegiance to this point.*



*Troy Stevens said that if it wasn't for Andrew none of us would be there (students, staff, Board Members, etc.) and that he couldn't thank him enough. He said he'll miss him being on the Board. He also thanked Mr. Vestey's wife, Laura, and their kids, for sharing him with us.*

## **2. Resignation of Samantha Odo as Board Secretary**

*Mrs. Odo's resignation allows her to be voted in as Board Chairperson if the Board Members decide to.*

## **3. Update from Parents and Community for Kids**

*Melissa Solomon gave an update from the PACK:*

- *The In-n-Out lunch truck fundraiser raised approximately a little over \$2,000.00.*
- *The recent Book Fair was a big success and they are still waiting for the final amount that was raised.*
- *Ice cream sales have been a success.*
- *The donation drive raised over \$7,000.00.*
- *They're currently working on the upcoming Fall Festival.*
- *The PACK will be purchasing tricycles and wagons for the Kindergarten students.*
- *The PACK purchased a piano for the Music class.*
- *The PACK will provide approximately \$50.00 per 6th grade student for those going to Science Camp.*

## **4. CEO's Report**

*Dr. Cognetta gave an update on the following:*

- *He thanked ASA parents and students for choosing Allegiance.*
- *He gave a shout out to teachers and the Office Staff.*
- *Last week we were visited by a CVUSD Board Member Christina Gagnier. She was here to see our digital, financial literacy and coding classes.*
- *Next week Senator Connie Leyva will be visiting our campus and he thanks her for accepting the invitation to visit.*
- *Next week Joe Schaefer, CVUSD Board member, will be visiting as well.*
- *Dr. Cognetta expressed the importance of being seen as part of the community and that hosting some of these visitors is part of showing that.*
- *Dr. Enfield has invited us to be part of CVUSD's Student Advisory Council. Dr. Cognetta will be attending the meetings with a few students throughout the year. This is telling us to how we are very much a part of CVUSD and how we are working collaboratively with them, not separate from them. He thanks Dr. Enfield for the invitation.*
- *He said that the California School Board Association recently put out a recommendation for those who oversee charters and that he looked it over with*

*Laurie Warner and they were both pleased to see that much of what ASA is doing is in line with the recommendation. An example is that our demographic breakdown looks much like CVUSD's. Another example is that it is recommended that charters be transparent with their authorizers, which we are; our authorizer has access to our student registration information, bank accounts, etc.*

- *We recently hosted two oversight visits from our authorizers in the last month. The first one was on Human Resources; he thanked Sara Lopez, Director of Business Services, for organizing it. He said it was a quick conversation because Sara had everything in order and provided what was needed. They also went over our Risk Management program. He thanked our Health Technician, Gina Willocks, and Sara Lopez, as well for providing all of the needed documents.*

## **5. Staff Report**

*Teacher, Mrs. Deanna Campagna, gave an update on the following:*

- *Per our charter teachers participate in weekly Professional Development Learning Networks (PLN). They collaborate together on topics that have to do with instruction. At a recent PLN, each grade level created a wheel (PLN Success Wheel) on a board and the wheel includes student data, challenges, and additional information to help teachers know what to work on and what's working.*
- *Kindergarten and Transitional Kindergarten kicked off their Service Learning Project on Friday, Gold Together for Childhood Cancer. She gave an overview of the project and what it will consist of.*

## **6. PAL Report**

- *Teacher, Mrs. Tammy Lohoff, spoke about the program and explained the work it took on the student's part to qualify and be selected to be in the program. She introduced all students (most were present). She also gave an overview of what the students will be working on in the coming months.*
- *Troy Stevens thanked the students for getting involved and for all that they've done and will do in the future for the school.*

## **7. Hiring Protocol**

*Dr. Cognetta gave an overview of the Hiring Protocol and answered questions from the Board Members.*

## **8. Standards-based Grading and Report Cards Update**

*Dr. Cognetta gave an update of the Standards-based Grading and Report Cards and answered questions from the Board Members as well as received feed-back from the Board Members. Mr. Stevens expressed that he'd like a study session so the Board Members may get more of an understanding of the update. Mr. Stevens also emphasized that we need to be careful not to deviate from the charter and is eager to work with Admin to be sure our report cards reflect what it states.*

## **C. ITEMS SCHEDULED FOR CONSENT:**

### **1. Minutes for the Regular Meeting of the Board of Directors August 5, 2019**

*Motion (Jones), second (Odo), motion carried by a vote of 3-0 to approve the Minutes for the Regular Board Meeting for August 5, 2019.*

**2. Check Register for the month of July, 2019**

*Motion (Stevens), second (Jones), motion carried by a vote of 3-0 to approve the Check Register for the month of July, 2019.*

**D. ITEMS SCHEDULED FOR DISCUSSION/ACTION:**

**1. Nomination and Election of Board Chairperson**

*Motion (Stevens), second (Jones), motion carried by a vote of 3-0 to approve Sam Odo as Board Chairperson.*

**2. Nomination and Election of Board Secretary**

*Motion (Jones), second (Stevens), motion carried by a vote of 3-0 to nominate and approve Marcylin Jones as Board Secretary.*

**3. Financial Update for July, 2019**

*Jim Weber with Charter Impact gave a presentation on the Financial Update for July, 2019.*

*Motion (Jones), second (Stevens ), motion carried by a vote of 3-0 to approve the Financial Update for July, 2019.*

**4. Updated FY20 ASA Budget**

*Jim Weber with Charter Impact gave a presentation on the Updated FY20 ASA Budget.*

*Motion (Stevens), second (Odo), motion carried by a vote of 3-0 to approve and adopt Updated FY20 ASA Budget.*

**5. Job Description- Community Liaison**

*Motion (Stevens), second (Odo), motion carried by a vote of 3-0 to approve the Community Liaison Job Description.*

**6. Request for Proposal Policy**

*Motion (Jones), second (Stevens), motion carried by a vote of 3-0 to approve and adopt Request for Proposal Policy.*

**7. Wellness Policy 2019-2020**

*Motion (Stevens), second (Jones), motion carried by a vote of 3-0 to approve and adopt the Wellness Policy 2019-2020*

**8. Wellness Goals and Maintenance**

*Motion (Odo), second (Stevens), motion carried by a vote of 3-0 to approve and adopt the Wellness Goals and Maintenance Plan 2019-2020*

**9. Paid Meal Collection Policy 2019-2020**

*Motion (Jones), second (Odo), motion carried by a vote of 5-0 to approve and adopt the Paid Meal Collection Policy 2019-2020*

**10. Charter Petition Renewal**

*The Board Members discussed the Charter Petition Renewal and decided to table the Charter Petition Renewal.*

**11. Nomination and Election of New Board Member**

*Motion (Odo ), second (Jones), motion carried by a vote of 3-0 to nominate Mrs. Claudia Reynolds and approve as a Director for Allegiance STEAM Academy Board of Directors.*

**III. Public Announcement of Reason for Closed Session:**

**A. Public Comments on Closed Session Items:**

*There were no public comments on Closed Session Items.*

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

*Samantha Odo, Board Chair, announced closed session at 8:54 pm so The Board of Directors could discuss Public Employee Performance Evaluation (Gov. Code 54957(b)) Title: CEO/Principal with Dr. Cогnetta joining the board.*

*Samantha Odo, Board Chair, announced the meeting was back in session at 9:51 pm. No comments regarding closed session were made by Board Members.*

**IV. Open Session:**

**E. COMMUNICATIONS**

**1. Comments from Board of Directors**

- *Mr. Stevens thanked everyone for staying late. He also apologized for missing the In-n-Out fundraiser. He also had the pleasure of helping with ice cream on Fridays and said it's been fun. He also is looking for Patriot Day and will be here for it.*
- *Mrs. Jones welcomed the new Board Members. She's excited for the new year and welcomed the new Board Member and congratulated Mrs. Odo in her new position on the Board.*
- *Mrs. Reynolds said she's eager to be here and hopes to see everyone soon and is looking forward to getting to know everyone better. She's happy to be here for the kids, families, and the school.*
- *Mrs. Odo said she was able to help with the In-n-Out fundraiser and it was nice seeing how excited the kids were. She's also been helping with ice cream and said it's a lot of fun and the kids love it. She also welcomed Mrs. REynolds to the*

*board. She thanked PACK and is excited about the ideas they have and what is coming.*

## **F. ADJOURNMENT**

### **1. It is recommended the Board of Directors:**

*Motion (Stevens), second (Odo), motion carried by a vote of 4-0 (includes Mrs. Reynold's vote) adjourn the Regular Meeting of the Board of Directors for September 9, 2019.*

Samantha Odo, Board Chair, adjourned the Regular Board Meeting of the Board of Directors for September 9, 2019 at 9:55 pm.

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Samantha Odo, Board Chair

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Marcylin Jones, Board Secretary



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

**September 17, 2019  
Minutes**

**I. Preliminary**

**A. Call to Order**

*The meeting was called to order by Board Chair at 6:31 pm.*

**B. Roll Call**

|                           | <b>Present</b> | <b>Absent</b> |
|---------------------------|----------------|---------------|
| Samantha Odo, Chairperson | <u>  X  </u>   | <u>      </u> |
| Jason Liso, Treasurer     | <u>      </u>  | <u>  X  </u>  |
| Marcilyn Jones, Secretary | <u>  X  </u>   | <u>      </u> |
| Troy Stevens, Member      | <u>  X  </u>   | <u>      </u> |
| Claudia Reynolds, Member  | <u>  X  </u>   | <u>      </u> |

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

*There were no public comments for items not on the agenda.*

**D. Approval of Agenda for the Special Board Meeting for September 17, 2019**

*Motion (Stevens), second (Jones), motion carried out by a vote of 4-0 to approve the Agenda for Special Board Meeting for September 17, 2019.*

**II. Open Session:**

**A. PLEDGE OF ALLEGIANCE**

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

**1. Report Cards**

*Motion (Stevens), second (Odo), motion carried out by a vote of 4-0 to approve and adopt the Report Cards with conditions that were discussed.*

## **2. Charter Petition Renewal**

*Motion (Jones), second (Reynolds), motion carried out by a vote of 4-0 to table the Charter Petition Renewal.*

## **C. COMMUNICATIONS**

### **1. Comments from the Board of Directors**

- *Mrs. Reynolds said she's happy to be a Board Member and has had the privilege of communicating with parents in Spanish and hopes to continue conversations with parents and students.*
- *Mr. Stevens thanked everyone for their hard work on the report card adjustments and Charter Petition Renewal. He's happy to see that the relationship between Allegiance and CVUSD is going well. He thanked everyone for their hard work. He said he was able to attend the recent School Site Council meeting and thought it went well. He said everyone was excited. they voted in their Secretary and Chairperson and will meet every other month and will report to the board and keep them posted on what's going on.*
- *Mrs. Jones thanked the staff. She said the staff deals with change with ease and it's appreciated. She expressed knowing how it's not easy to make changes. She said thank you and to keep up the great work. She addressed the teachers and said it's important that the members hear from them. She said it's important for the members to hear from them.*
- *Mrs. Odo thanked Admin for being open minded and doing what the board asked and for doing it without hesitation. She is excited about School Site Council starting and would like to hear more about it. She is excited about the upcoming triads to see what the kids are doing in the classroom.*

## **D. ADJOURNMENT**

### **1. It is recommended the Board of Directors:**

*Motion (Stevens), second (Reynolds), motion carried out by a vote of 4-0 to adjourn the Special Meeting of the Board of Directors for September 17, 2019.*

Samantha Odo, Board Chair, adjourned the Special Board Meeting of the Board of Directors for September 17, 2019 at 7:37 pm.

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Samantha Odo, Board Chair

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Marcylin Jones, Board Secretary

# Allegiance STEAM Academy - Thrive

## Check Register

For the Period Ended August 31, 2019

| Check Number                           | Vendor Name                                     | Transaction Description                       | Check Date | Check Amount         |
|--|---|---|------------|----------------------|
| <b>Checking accts</b>                  |   |   |            |                      |
| 20348                                  | San Bernardino County                           | STRS 7/2019                                   | 8/6/2019   | \$ 8,170.42          |
| 20349                                  | Charter Impact                                  | Payroll Processing Fee - 07/19                | 8/9/2019   | 338.75               |
| 20350                                  | Schools in Action                               | Cash lunch payment                            | 8/9/2019   | 212.58               |
| 20351                                  | Associated Health Professionals Inc             | Nursing svcs - 07/19                          | 8/16/2019  | 527.25               |
| 20352                                  | Charter Impact                                  | Business Mgmt svcs - 08/19                    | 8/16/2019  | 11,762.00            |
| 20353                                  | Codesters                                       | License (90)                                  | 8/16/2019  | 1,350.00             |
| 20354                                  | Frontier Communications                         | Communication svcs - 07/18/19-08/17/19        | 8/16/2019  | 416.76               |
| 20355                                  | Gayle Hinazumi                                  | SpEd svcs - 06/19                             | 8/16/2019  | 1,640.63             |
| 20356                                  | M & M Sports                                    | School Supplies                               | 8/16/2019  | 2,346.74             |
| 20357                                  | McGraw-Hill School Education Holdings           | License 1 Year                                | 8/16/2019  | 17,997.49            |
| 20358                                  | Optiva IT                                       | IT Supplies                                   | 8/16/2019  | 5,319.68             |
| 20359                                  | Pollock Technologies Inc                        | License (14) Annual                           | 8/16/2019  | 1,680.00             |
| 20360                                  | San Bernardino County                           | CalSTRS Fee                                   | 8/16/2019  | 4.99                 |
| 20361                                  | School Health Corporation                       | Nursing Supplies                              | 8/16/2019  | 1,367.20             |
| 20362                                  | Sparkletts                                      | Office Supplies                               | 8/16/2019  | 11.52                |
| 20363                                  | Studies Weekly                                  | Books   | 8/16/2019  | 3,461.06             |
| 20364                                  | Swing Education Inc                             | Sub svcs - 07/13/19-07/19/19                  | 8/16/2019  | 1,079.99             |
| 20365                                  | Waxie Sanitary Supply                           | Janitorial Supplies                           | 8/16/2019  | 3,396.74             |
| 20366                                  | Xerox Financial Services                        | Copier Lease - 05/31/19-06/29/19              | 8/16/2019  | 672.67               |
| 20367                                  | San Bernardino County                           | STRS 7/2019 Difference                        | 8/19/2019  | 117.44               |
| 20368                                  | Joshua C. Brannen                               | SpEd svcs - 07/19                             | 8/22/2019  | 1,225.00             |
| 20369                                  | Kathleen Lanathoua                              | Reimb - 08/05/19                              | 8/22/2019  | 118.25               |
| 20370                                  | Carmelita Lopez                                 | Reimb - 07/12/19-08/02/19                     | 8/22/2019  | 391.80               |
| 20371                                  | Petty Cash- Sara Lopez                          | Petty Cash - 04/02/19-08/09/19                | 8/22/2019  | 194.61               |
| 20372                                  | San Bernardino County Superintendent of Schools | Non Violent Crisis Intervention Training      | 8/22/2019  | 119.12               |
| 20373                                  | School Health Corporation                       | Nursing Supplies                              | 8/22/2019  | 34.33                |
| 20374                                  | Seesaw  | License - 09/01/19-08/31/20                   | 8/22/2019  | 1,620.00             |
| 20375                                  | Tien Thi Tran                                   | Reimb - 07/03/19-07/24/19                     | 8/22/2019  | 549.31               |
| 20376                                  | Diana Urbina                                    | Reimb - 08/04/19                              | 8/22/2019  | 162.86               |
| 20377                                  | Gina Willocks                                   | Reimb - 08/06/19                              | 8/22/2019  | 9.23                 |
| 20378                                  | California State Disbursement Unit              | Confidential                                  | 8/23/2019  | 150.00               |
| 20379                                  | Franchise Tax Board                             | Confidential                                  | 8/23/2019  | 150.00               |
| 20380                                  | Franchise Tax Board                             | Confidential                                  | 8/23/2019  | 838.30               |
| 20381                                  | Blue Shield of California                       | Health Ins - 09/19                            | 8/30/2019  | 16,200.97            |
| 20382                                  | Charter Impact                                  | Qtr 2 Tax Returns                             | 8/30/2019  | 1,062.84             |
| 20383                                  | Cintas Corporation #150                         | Janitorial Supplies                           | 8/30/2019  | 109.23               |
| 20384                                  | County of San Bernardino                        | Health Permit                                 | 8/30/2019  | 414.00               |
| 20385                                  | Ron McCorkle                                    | Reimb - 07/30/19-08/15/19                     | 8/30/2019  | 173.15               |
| 20386                                  | Procopio, Cory, Hargreaves & Savitch LLP        | Legal svcs - 07/19                            | 8/30/2019  | 2,345.95             |
| 20387                                  | Kristen Stevens                                 | Reimb - 07/23/19-08/15/19                     | 8/30/2019  | 244.95               |
| 20388                                  | Swing Education Inc                             | Sub svcs - 07/27/19-08/02/19                  | 8/30/2019  | 120.00               |
| 20389                                  | Taylor Publishing Company                       | 2019 Yearbook (400)                           | 8/30/2019  | 3,760.21             |
| 20390                                  | Michael Turner                                  | Reimb - 07/26/19-08/20/19                     | 8/30/2019  | 308.89               |
| 20391                                  | Cyndi Valenta                                   | Reimb - 08/01/19-08/07/19                     | 8/30/2019  | 135.35               |
| EFT                                    | CharterSafe                                     | CharterSafe - Package Premium & Workers' Comp | 8/1/2019   | 6,530.00             |
| EFT                                    | American Express                                | CC pmt - 07/19                                | 8/2/2019   | 10,576.80            |
| EFT                                    | Citizens Business Bank                          | Bank Fee                                      | 8/7/2019   | 14.25                |
| EFT                                    | Employment Development Department               | State PR tax pmt - SDI & PIT 080919           | 8/12/2019  | 294.13               |
| EFT                                    | Employment Development Department               | State PR tax pmt - UI 080919                  | 8/12/2019  | 95.94                |
| EFT                                    | Internal Revenue Services                       | Fed PR tax pmt 080919                         | 8/12/2019  | 2,556.33             |
| EFT                                    | CalPERS   | PERS Pmt 07/18-06/19                          | 8/14/2019  | 8,316.05             |
| EFT                                    | Gopher Sport                                    | Dodgeballs, Volleyballs, Soccer Ball          | 8/14/2019  | 453.65               |
| EFT                                    | American Express                                | CC pmt - 08/19 AMEX                           | 8/23/2019  | 16,551.13            |
| EFT                                    | CalPERS   | PERS Pmt                                      | 8/26/2019  | 350.00               |
| EFT                                    | CalPERS   | PERS Pmt 07/19                                | 8/26/2019  | 593.07               |
| EFT                                    | Mid Atlantic Trust Company                      | Employee 403B Contributions 08/19             | 8/26/2019  | 1,200.00             |
| EFT                                    | Employment Development Department               | State PR tax pmt - UI 082319                  | 8/26/2019  | 1,661.08             |
| EFT                                    | CalPERS   | PERS Pmt 07/19                                | 8/26/2019  | 8,578.73             |
| EFT                                    | Employment Development Department               | State PR tax pmt - SDI & PIT 082319           | 8/26/2019  | 9,901.61             |
| EFT                                    | Internal Revenue Services                       | Fed PR tax pmt 082319                         | 8/26/2019  | 33,195.84            |
| EFT                                    | Employment Development Department               | State PR tax pmt - SDI & PIT 082319S          | 8/27/2019  | 140.79               |
| EFT                                    | Employment Development Department               | State PR tax pmt - SDI & PIT 082319S          | 8/27/2019  | 194.73               |
| EFT                                    | Internal Revenue Services                       | Fed PR tax pmt 082319S                        | 8/27/2019  | 548.63               |
| EFT                                    | Kaiser Foundation Health Plan                   | Health Ins 09/19                              | 8/28/2019  | 8,915.78             |
| EFT                                    | Citizens Business Bank                          | Bank Fee                                      | 8/30/2019  | 150.00               |
| <b>Total Payments Issued in August</b> |   |   |            | <b>\$ 203,130.80</b> |



## Allegiance STEAM Academy Thrive

### Check Register - greater than \$2,000

For the Period Ended August 31, 2019

| Check Number                            | Vendor Name                              | Transaction Description                 | Check Date | Check Amount         |
|---|--|---|------------|----------------------|
| <i>Employee Benefits</i>                |  |   |            |                      |
| EFT                                     | Internal Revenue Service                 | 3301/3311/9512 - Payroll taxes          | 8/26/2019  | 33,195.84            |
| 20381                                   | Blue Shield of California                | 3401 - Health insurance                 | 8/30/2019  | 16,200.97            |
| EFT                                     | Employee Development Department          | 3501/9512 - Payroll taxes (SDI & PIT)   | 8/26/2019  | 9,901.61             |
| EFT                                     | Kaiser Foundation Health Plan            | 3401 - Health insurance                 | 8/28/2019  | 8,915.78             |
| EFT                                     | CalPERS                                  | 3202/9514 - PERS                        | 8/26/2019  | 8,578.73             |
| EFT                                     | CalPERS                                  | 3202/9514 - PERS                        | 8/14/2019  | 8,316.05             |
| 20284                                   | San Bernardino County                    | 3101/9513 - STRS                        | 8/6/2019   | 8,170.42             |
| EFT                                     | Internal Revenue Service                 | 3301/3311/9512 - Payroll taxes          | 8/12/2019  | 2,556.33             |
|   |  |   |            | <b>95,835.73</b>     |
| <i>Facility Rent and Housekeeping</i>   |  |   |            |                      |
| EFT                                     | CharterSafe                              | 5400/3601 - Insurance                   | 8/1/2019   | 6,530.00             |
|   |  |   |            | <b>6,530.00</b>      |
| <i>Professional/Consulting Services</i> |  |   |            |                      |
| 20352                                   | Charter Impact                           | 5811 - Management Fee                   | 8/16/2019  | 11,762.00            |
| 20358                                   | Optiva IT                                | 5801 - IT                               | 8/16/2019  | 5,319.68             |
| 20386                                   | Procopio, Cory, Hargreaves & Savitch LLP | 5803 - Legal                            | 8/30/2019  | 2,345.95             |
|   |  |   |            | <b>19,427.63</b>     |
| <i>Books and Supplies</i>               |  |   |            |                      |
| 20357                                   | McGraw-Hill School Education Holdings    | 4100 - Curriculum                       | 8/16/2019  | 17,997.49            |
| EFT                                     | American Express                         | 4302 - Supplies (credit card statement) | 8/23/2019  | 16,551.13            |
| EFT                                     | American Express                         | 4302 - Supplies (credit card statement) | 8/2/2019   | 10,576.80            |
| 20389                                   | Taylor Publishing Company                | 4302 - Supplies                         | 8/30/2019  | 3,760.21             |
| 20363                                   | Studies Weekly                           | 4100 - Curriculum                       | 8/16/2019  | 3,461.06             |
| 20365                                   | Waxie Sanitary Supply                    | 4310 - Office Supplies                  | 8/16/2019  | 3,396.74             |
| 20356                                   | M & M Sports                             | 4302 - Supplies                         | 8/16/2019  | 2,346.74             |
|   |  |   |            | <b>58,090.17</b>     |
| <b>Total Disbursements over \$2,000</b> |  |   |            | <b>\$ 179,883.53</b> |



# Allegiance STEAM Academy Thrive

Monthly Financial Presentation – August 2019

# August Highlights

## Highlights

- Revenue forecast near budget.
- Expenses forecast below budget **\$24K**, due to reduced interest forecast.
- Cash is forecast to end year **\$734K**, 13% of expenses.

## Compliance and Reporting

- Quarterly grant reporting will be completed during Oct.

## Enrollment and Revenues

- Enrollment is on budget at 660.

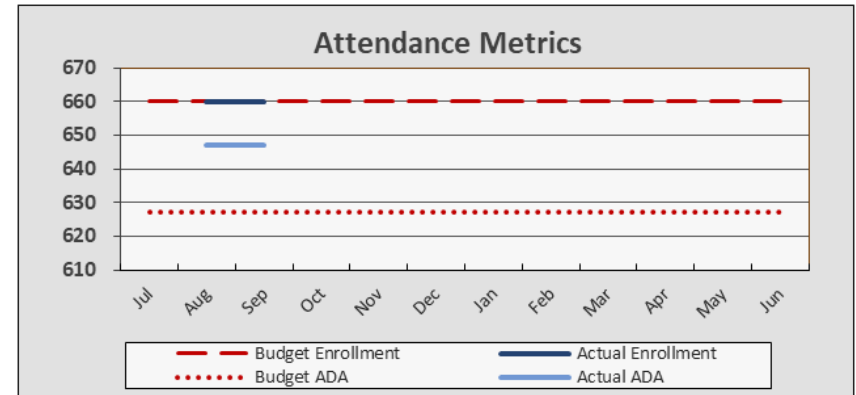
# Attendance Data and Metrics



## Enrollment and Per Pupil Data

| <b>Enrollment &amp; Per Pupil Data</b> |                      |                        |                      |
|--|----------------------|------------------------|----------------------|
|  | <b><u>Actual</u></b> | <b><u>Forecast</u></b> | <b><u>Budget</u></b> |
| <i>Average Enrollment</i>              | 660                  | 660                    | 660                  |
| <i>ADA</i>                             | 647                  | 627                    | 627                  |
| <i>Attendance Rate</i>                 | 98.0%                | 95.0%                  | 95.0%                |
| <i>Unduplicated %</i>                  |                      | 34.8%                  | 34.8%                |
| <i>Revenue per ADA</i>                 |                      | \$10,109               | \$10,125             |
| <i>Expenses per ADA</i>                |                      | \$9,168                | \$8,317              |

## Attendance Metrics



Enrollment is on budget at 660.  
 ADA is funded at approximately \$8.8K LCFF per ADA.

# Revenue

- August Updates
  - Revenues forecast near budget – Early revenue is on budget, with only \$716 net decline.

## Revenue

|                      | <i>Year-to-Date</i> |                   |                     |
|----------------------|---------------------|-------------------|---------------------|
|                      | Actual              | Budget            | Fav/(Unf)           |
| State Aid-Rev Limit  | \$ 206,603          | \$ 323,734        | \$ (117,131)        |
| Federal Revenue      | -                   | -                 | -                   |
| Other State Revenue  | 19,366              | 24,992            | (5,626)             |
| Other Local Revenue  | 280                 | -                 | 280                 |
| <b>Total Revenue</b> | <b>\$ 226,249</b>   | <b>\$ 348,726</b> | <b>\$ (122,477)</b> |

|                      | <i>Annual/Full Year</i> |                     |                 |
|----------------------|-------------------------|---------------------|-----------------|
|                      | Forecast                | Budget              | Fav/(Unf)       |
| State Aid-Rev Limit  | \$ 5,535,420            | \$ 5,535,420        | \$ -            |
| Federal Revenue      | 317,945                 | 318,942             | (997)           |
| Other State Revenue  | 484,391                 | 484,391             | -               |
| Other Local Revenue  | 280                     | -                   | 280             |
| <b>Total Revenue</b> | <b>\$ 6,338,037</b>     | <b>\$ 6,338,753</b> | <b>\$ (716)</b> |



# Expenses

- **August Updates**
  - **Expenses forecast below budget** – Early revisions forecast **\$24K favorable** variance.
  - **Salaries and Benefits** – Changes between certificated and classified staff offset, forecast \$24K substitute costs are moved to **Subagreement Services** for contracted subs.
  - **Interest** – Forecast reduction in interest cost due to improved cash flow assumptions.
  
- **Ongoing**
  - **Offsetting variance** – Expense variance offsets as forecast assumptions are updated by category with limited impact on total budget.

| Expenses              | Year-to-Date      |                   |                   | Annual/Full Year    |                     |                  |
|-----------------------|-------------------|-------------------|-------------------|---------------------|---------------------|------------------|
|                       | Actual            | Budget            | Fav/(Unf)         | Forecast            | Budget              | Fav/(Unf)        |
| Certificated Salaries | \$ 223,842        | \$ 227,998        | \$ 4,155          | \$ 2,209,251        | \$ 2,266,265        | \$ 57,014        |
| Classified Salaries   | 113,533           | 94,699            | (18,834)          | 812,983             | 775,598             | (37,385)         |
| Benefits              | 114,086           | 103,754           | (10,333)          | 863,315             | 872,426             | 9,112            |
| Books and Supplies    | 93,120            | 219,797           | 126,677           | 500,644             | 502,603             | 1,960            |
| Subagreement Services | 5,994             | 14,950            | 8,956             | 173,500             | 149,500             | (24,000)         |
| Operations            | 19,782            | 41,391            | 21,609            | 268,036             | 257,046             | (10,990)         |
| Facilities            | 1,187             | 2,767             | 1,579             | 16,173              | 16,600              | 427              |
| Professional Services | 40,383            | 50,351            | 9,967             | 867,123             | 864,229             | (2,894)          |
| Interest              | -                 | 12,000            | 12,000            | 37,439              | 67,784              | 30,345           |
| <b>Total Expenses</b> | <b>\$ 611,929</b> | <b>\$ 767,706</b> | <b>\$ 155,776</b> | <b>\$ 5,748,464</b> | <b>\$ 5,772,052</b> | <b>\$ 23,588</b> |

# Surplus / (Deficit) & Fund Balance

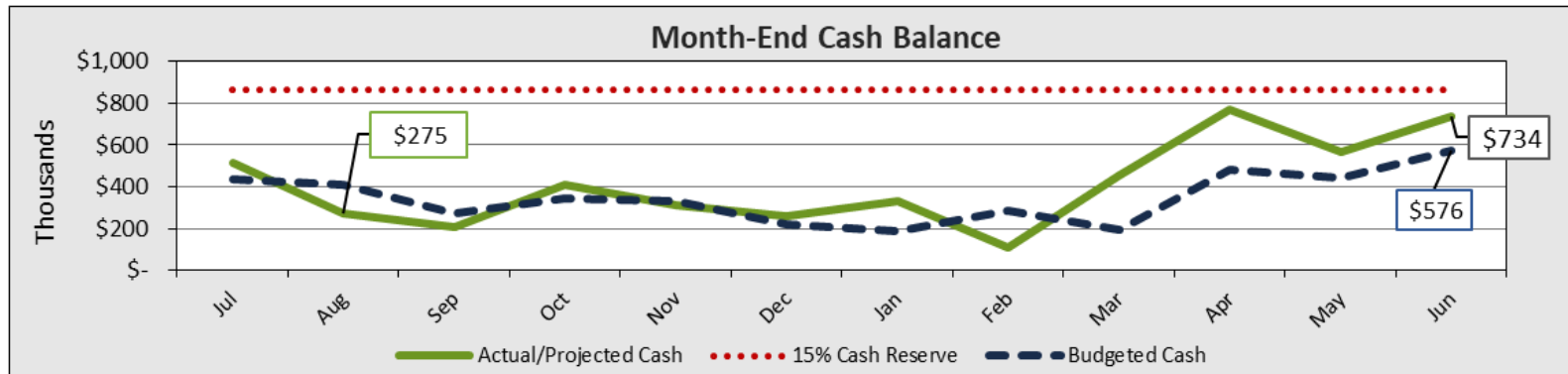
- Current early forecast surplus of **\$590K (10%)** is above, but near budget.
- Fund balance is forecast to end year **\$1.27 million, 22%**, exceeding goal of 10% cumulative balance for 2<sup>nd</sup> year.

|                                  | <i>Year-to-Date</i> |                   |           |
|----------------------------------|---------------------|-------------------|-----------|
|                                  | Actual              | Budget            | Fav/(Unf) |
| <b>Total Surplus(Deficit)</b>    | \$ (385,680)        | \$ (418,979)      | \$ 33,300 |
| Beginning Fund Balance           | <u>684,557</u>      | <u>684,557</u>    |           |
| <b>Ending Fund Balance</b>       | <u>\$ 298,878</u>   | <u>\$ 265,578</u> |           |
| <i>As a % of Annual Expenses</i> | 5.2%                | 4.6%              |           |

|  | <i>Annual/Full Year</i> |                     |           |
|--|-------------------------|---------------------|-----------|
|  | Forecast                | Budget              | Fav/(Unf) |
|  | \$ 589,573              | \$ 566,701          | \$ 22,872 |
|  | <u>684,557</u>          | <u>684,557</u>      |           |
|  | <u>\$ 1,274,130</u>     | <u>\$ 1,251,259</u> |           |
|  | 22.2%                   | 21.7%               |           |

# Cash Balance

- Current cash is \$275K, with no factoring and \$178K net AR and AP outstanding.
- Cash is forecast to end the year at \$734K, 13% of expenses, with no outstanding factoring and \$838K AR and \$350K liabilities outstanding, (\$488K net AR-AP, 8.5% expenses).
- Factoring January apportionment is recommended to strengthen cash through December.





# Compliance Deadlines (next 60 days)



| Area      | Due Date | Description   | Completed By   | Board Must Approve | Signature Required | Additional Information  |
|-----------|----------|---|----------------|--------------------|--------------------|---|
| DATA TEAM | Oct-02   | <b>Census Day - Fall 1 19/20 Enrollment</b> - Supplemental and concentration grant amounts are calculated based on the percentage of "unduplicated pupils" enrolled in the LEA on Census Day (first Wednesday in October) as certified for Fall 1. Enrollment and other demographic data submitted by LEAs to CALPADS are used as the starting point for calculating the unduplicated student count.  | ASA            | No                 | No                 | <a href="http://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp">http://www.cde.ca.gov/ds/sp/cl/rptcalendar.asp</a>                   |
| DATA TEAM | Oct-02   | <b>California Basic Educational Data System (CBEDS) data due to CDE</b> - The first Wed in Oct is CBEDS Information Day, used to collect information on student and staff demographics. Your school must complete the School Information Form (SIF). The SIF is used to collect data specific to schools on the number of classified staff, kindergarten program type, educational calendars, work visa applications, multilingual instructional programs, and languages of instruction.  | ASA            | No                 | No                 | <a href="http://www.cde.ca.gov/ds/dc/cb/">http://www.cde.ca.gov/ds/dc/cb/</a>   |
| FINANCE   | Oct-31   | <b>Public Charter School Grant Program and Dissemination Grant Program - Qtr 1</b> - The PCSGP Quarterly Expenditure Report (QER) is the accountability document that reflects the dollar amount spent towards work plan activities. A QER is due to the CDE's Charter Schools Division within 30 days of each respective quarter.  | Charter Impact | No                 | Yes                | <a href="https://www.cde.ca.gov/sp/cs/re/pcsgp.asp">https://www.cde.ca.gov/sp/cs/re/pcsgp.asp</a>                             |
| FINANCE   | Oct-31   | <b>Federal Cash Management - Period 2</b> - Charter schools that are awarded a grant under any of these programs: <b>Title I, Part A; Title I, Part D, Subpart 2; Title II, Part A; Title III LEP; and Title III Immigrant programs</b> must submit the CMDC report for a particular quarter in order to receive an apportionment for that quarter; CDE will apportion funds to LEAs whose cash balance is below a certain threshold.   | Charter Impact | No                 | No                 | <a href="http://www.cde.ca.gov/fg/aa/cm/">http://www.cde.ca.gov/fg/aa/cm/</a>   |
| DATA TEAM | Oct-31   | <b>CBEDS-ORA</b> - Collection of FTE of classified staff, estimated teacher hires, Kindergarten program types, H-1B work visa application, education calendar, multilingual instructional programs, languages of instruction and district of choice transfer requests and transportation data   | ASA            | No                 | No                 | <a href="https://www.cde.ca.gov/ds/dc/cb/">https://www.cde.ca.gov/ds/dc/cb/</a>   |
| DATA TEAM | Nov-01   | <b>Local Indicators</b> - Schools must submit results regarding their Local Indicators to the California School Dashboard. For each applicable local indicator, LEAs assign one of three performance levels: Met, Not Met, Not Met for Two or More Years. LEAs make the determination for each applicable local indicator by using self-reflection tools to measure and report their progress through the Dashboard.  | ASA            | No                 | No                 | <a href="https://www.cde.ca.gov/ta/ac/cm/localindicators.asp">https://www.cde.ca.gov/ta/ac/cm/localindicators.asp</a>         |
| FINANCE   | Nov-15   | <b>Review and/or Update Non-Profit IRS Form 990 Policies</b> - The IRS Form 990 is the annual information return filed by most non-profit charter schools. The IRS Form 990 includes a Governance, Management and Disclosure section. Charter Schools are required to disclose the following policies: Conflict of Interest Policy, Whistleblower Policy, Document Retention and Destruction Policy, Expense Reimbursement Policy, Gift Receiving Policy, and Compensation Approval Policy. A Form 990 must be filed by the 15th day of the 5th month after the close of the NPO's fiscal year. <b>Most schools extend this deadline to the following May 15th.</b> | ASA            | Yes                | No                 | <a href="http://www.publiccounsel.org/useful_materials?id=0025">http://www.publiccounsel.org/useful_materials?id=0025</a>     |
| DATA TEAM | Nov-19   | <b>Kindergarten Immunization Assessment</b> - To review and submit required vaccine doses and report on permanent medical exemptions.   | ASA            | No                 | No                 | <a href="https://www.shotsforschool.org/reporting/kindergarten/#">https://www.shotsforschool.org/reporting/kindergarten/#</a> |

# Appendices

## As of August 31, 2019

- Cash Flow – Monthly and Annual Forecast
- Statement of Financial Position (Balance Sheet)
- Statement of Cash Flows
- Detailed Month and YTD Budget vs. Actual
- Accounts Payable Aging
- Check Register
- Checks issued over \$2K – additional details

# *Allegiance STEAM Academy - Thrive*

**Financial Package**

**August 31, 2019**

*Presented by:*



# Allegiance STEAM Academy - Thrive

## Monthly Cash Flow/Forecast FY19-20

Revised 9/26/19

ADA = 627.00



|  | Jul-19 | Aug-19  | Sep-19  | Oct-19  | Nov-19  | Dec-19  | Jan-20  | Feb-20  | Mar-20  | Apr-20  | May-20  | Jun-20  | Year-End Accruals | Annual Forecast | Original Budget Total | Favorable / (Unfav.) |
|--|--------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-------------------|-----------------|-----------------------|----------------------|
| <p><b>Revenues</b></p> <p><b>State Aid - Revenue Limit</b></p> <p>8011 LCFF State Aid - 148,037</p> <p>8012 Education Protection Account - 58,566</p> <p>8096 In Lieu of Property Taxes - 206,603</p> <hr/> <p><b>Federal Revenue</b></p> <p>8181 Special Education - Entitlement - 67,089</p> <p>8220 Federal Child Nutrition - 6,094</p> <p>8290 Title I, Part A - Basic Low Income - 16,468</p> <p>8291 Title II, Part A - Teacher Quality - 3,660</p> <p>8294 Title V, Part B - PCSG - 109,400</p> <hr/> <p><b>Other State Revenue</b></p> <p>8311 State Special Education - 19,366</p> <p>8520 Child Nutrition - 577</p> <p>8550 Mandated Cost - 7,746</p> <p>8560 State Lottery - 23,775</p> <hr/> <p><b>Other Local Revenue</b></p> <p>8634 Food Service Sales - 190</p> <p>8699 School Fundraising - 90</p> <hr/> <p><b>Total Revenue</b></p>  |        |         |         |         |         |         |         |         |         |         |         |         |                   |                 |                       |                      |
|  | 190    | 226,059 | 284,336 | 416,818 | 483,119 | 381,465 | 458,891 | 373,719 | 791,252 | 757,426 | 663,585 | 663,585 | 837,592           | 6,338,037       | 6,338,753             | (716)                |
| <p><b>Expenses</b></p> <p><b>Certificated Salaries</b></p> <p>1100 Teachers' Salaries - 5,528</p> <p>1170 Teachers' Substitute Hours - 550</p> <p>1175 Teachers' Extra Duty/Stipends - 4,000</p> <p>1200 Pupil Support Salaries - 435</p> <p>1300 Administrators' Salaries - 20,338</p> <p>1900 Other Certificated Salaries - 2,625</p> <hr/> <p><b>Classified Salaries</b></p> <p>2100 Instructional Salaries - 11,121</p> <p>2200 Support Salaries - 10,455</p> <p>2300 Classified Administrators' Salaries - 7,760</p> <p>2400 Clerical and Office Staff Salaries - 7,388</p> <p>2900 Other Classified Salaries - 1,228</p> <hr/> <p><b>Benefits</b></p> <p>3101 STRS - 5,630</p> <p>3202 PERS - 13,255</p> <p>3301 OASDI - 2,250</p> <p>3311 Medicare - 1,003</p> <p>3401 Health and Welfare - 17,846</p> <p>3501 State Unemployment - 262</p> <p>3601 Workers' Compensation - 2,054</p> |        |         |         |         |         |         |         |         |         |         |         |         |                   |                 |                       |                      |
|  | 32,925 | 190,917 | 202,304 | 198,123 | 198,123 | 198,123 | 198,123 | 198,123 | 198,123 | 198,123 | 198,123 | 198,123 | 198,123           | 2,209,251       | 2,266,265             | 57,014               |
|  | 42,301 | 71,785  | 73,321  | 73,745  | 73,745  | 73,745  | 79,846  | 78,321  | 75,270  | 73,745  | 73,745  | 73,745  | 863,315           | 872,426         | 9,112                 |                      |

# Allegiance STEAM Academy - Thrive

## Monthly Cash Flow/Forecast FY19-20

Revised 9/26/19

ADA = 627.00



|   | Jul-19           | Aug-19           | Sep-19           | Oct-19          | Nov-19         | Dec-19           | Jan-20          | Feb-20           | Mar-20         | Apr-20         | May-20         | Jun-20         | Year-End Accruals | Annual Forecast  | Original Budget Total | Favorable / (Unfav.) |
|---|------------------|------------------|------------------|-----------------|----------------|------------------|-----------------|------------------|----------------|----------------|----------------|----------------|-------------------|------------------|-----------------------|----------------------|
| <b>Books and Supplies</b>                   |                  |                  |                  |                 |                |                  |                 |                  |                |                |                |                |                   |                  |                       |                      |
| 4100 Textbooks and Core Materials           | 437              | 5,942            | 9,820            | 9,820           | 9,820          | 9,820            | 9,820           | 9,820            | 9,820          | 9,820          | 9,820          | -              | -                 | 94,760           | 97,812                | 3,052                |
| 4200 Books and Reference Materials          | 2,579            | 473              | -                | -               | -              | -                | -               | -                | -              | -              | -              | -              | -                 | 3,052            | -                     | (3,052)              |
| 4302 School Supplies                        | 497              | 9,484            | 6,224            | 6,224           | 6,224          | 6,224            | 6,224           | 6,224            | 6,224          | 6,224          | 6,224          | -              | -                 | 66,000           | 66,000                | -                    |
| 4305 Software                               | 1,368            | 2,858            | 4,692            | 4,692           | 4,692          | 4,692            | 4,692           | 4,692            | 4,692          | 4,692          | 4,692          | 4,692          | -                 | 51,150           | 51,150                | -                    |
| 4310 Office Expense                         | 881              | 7,154            | 2,556            | 2,556           | 2,556          | 2,556            | 2,556           | 2,556            | 2,556          | 2,556          | 2,556          | 2,556          | -                 | 33,600           | 33,600                | -                    |
| 4311 Business Meals                         | 475              | 671              | 385              | 385             | 385            | 385              | 385             | 385              | 385            | 385            | 385            | 385            | -                 | 5,000            | 5,000                 | -                    |
| 4400 Noncapitalized Equipment               | 56,850           | 3,236            | 13,344           | 13,344          | 13,344         | 13,344           | 13,344          | 13,344           | 13,344         | 13,344         | 13,344         | -              | -                 | 180,180          | 182,330               | 2,150                |
| 4700 Food Services                          | -                | 213              | 6,669            | 6,669           | 6,669          | 6,669            | 6,669           | 6,669            | 6,669          | 6,669          | 6,669          | 6,669          | -                 | 66,902           | 66,712                | (190)                |
|   | 63,088           | 30,032           | 43,691           | 43,691          | 43,691         | 43,691           | 43,691          | 43,691           | 43,691         | 43,691         | 43,691         | 14,303         | -                 | 500,644          | 502,603               | 1,960                |
| <b>Subagreement Services</b>                |                  |                  |                  |                 |                |                  |                 |                  |                |                |                |                |                   |                  |                       |                      |
| 5101 Nursing                                | -                | 1,929            | 5,286            | 5,286           | 5,286          | 5,286            | 5,286           | 5,286            | 5,286          | 5,286          | 5,286          | -              | -                 | 49,500           | 49,500                | -                    |
| 5102 Special Education                      | -                | 2,866            | 10,793           | 10,793          | 10,793         | 10,793           | 10,793          | 10,793           | 10,793         | 10,793         | 10,793         | -              | -                 | 100,000          | 100,000               | -                    |
| 5103 Substitute Teacher                     | -                | 1,200            | 2,533            | 2,533           | 2,533          | 2,533            | 2,533           | 2,533            | 2,533          | 2,533          | 2,533          | -              | -                 | 24,000           | -                     | (24,000)             |
|   | -                | 5,994            | 18,612           | 18,612          | 18,612         | 18,612           | 18,612          | 18,612           | 18,612         | 18,612         | 18,612         | -              | -                 | 173,500          | 149,500               | (24,000)             |
| <b>Operations and Housekeeping</b>          |                  |                  |                  |                 |                |                  |                 |                  |                |                |                |                |                   |                  |                       |                      |
| 5201 Auto and Travel                        | 97               | (24)             | 825              | 825             | 825            | 825              | 825             | 825              | 825            | 825            | 825            | -              | -                 | 7,500            | 7,500                 | -                    |
| 5300 Dues & Memberships                     | 396              | 472              | 771              | 771             | 771            | 771              | 771             | 771              | 771            | 771            | 771            | 771            | -                 | 8,580            | 8,580                 | -                    |
| 5400 Insurance                              | 4,475            | 4,475            | 4,475            | 4,475           | 4,475          | 4,475            | 4,475           | 4,475            | 4,475          | 4,475          | 4,475          | 4,475          | -                 | 53,701           | 37,800                | (15,901)             |
| 5501 Utilities                              | 3,790            | 3,790            | 15,419           | 15,419          | 15,419         | 15,419           | 15,419          | 15,419           | 15,419         | 15,419         | 15,419         | 15,419         | -                 | 161,766          | 161,766               | -                    |
| 5502 Janitorial Services                    | 369              | 369              | 350              | 350             | 350            | 350              | 350             | 350              | 350            | 350            | 350            | 350            | -                 | 4,239            | 4,200                 | (39)                 |
| 5900 Communications                         | 317              | 734              | 3,000            | 3,000           | 3,000          | 3,000            | 3,000           | 3,000            | 3,000          | 3,000          | 3,000          | 3,000          | -                 | 31,051           | 36,000                | 4,949                |
| 5901 Postage and Shipping                   | 346              | 175              | 68               | 68              | 68             | 68               | 68              | 68               | 68             | 68             | 68             | 68             | -                 | 1,200            | 1,200                 | -                    |
|   | 9,790            | 9,992            | 24,908           | 24,908          | 24,908         | 24,908           | 24,908          | 24,908           | 24,908         | 24,908         | 24,908         | 24,083         | -                 | 268,036          | 257,046               | (10,990)             |
| <b>Facilities, Repairs and Other Leases</b> |                  |                  |                  |                 |                |                  |                 |                  |                |                |                |                |                   |                  |                       |                      |
| 5603 Equipment Leases                       | -                | 673              | 550              | 550             | 550            | 550              | 550             | 550              | 550            | 550            | 550            | 550            | -                 | 6,173            | 6,600                 | 427                  |
| 5610 Repairs and Maintenance                | 515              | -                | 949              | 949             | 949            | 949              | 949             | 949              | 949            | 949            | 949            | 949            | -                 | 10,000           | 10,000                | -                    |
|   | 515              | 673              | 1,499            | 1,499           | 1,499          | 1,499            | 1,499           | 1,499            | 1,499          | 1,499          | 1,499          | 1,499          | -                 | 16,173           | 16,600                | 427                  |
| <b>Professional/Consulting Services</b>     |                  |                  |                  |                 |                |                  |                 |                  |                |                |                |                |                   |                  |                       |                      |
| 5801 IT                                     | 4,205            | 5,320            | 5,000            | 5,000           | 5,000          | 5,000            | 5,000           | 5,000            | 5,000          | 5,000          | 5,000          | 5,000          | -                 | 59,525           | 60,000                | 476                  |
| 5802 Audit & Taxes                          | -                | -                | 9,000            | 2,800           | 2,800          | 2,800            | -               | -                | -              | -              | -              | -              | -                 | 17,400           | 12,900                | (4,500)              |
| 5803 Legal                                  | -                | 2,346            | 3,765            | 3,765           | 3,765          | 3,765            | 3,765           | 3,765            | 3,765          | 3,765          | 3,765          | 3,765          | -                 | 40,000           | 40,000                | -                    |
| 5804 Professional Development               | 190              | 1,069            | 2,874            | 2,874           | 2,874          | 2,874            | 2,874           | 2,874            | 2,874          | 2,874          | 2,874          | 2,874          | -                 | 30,000           | 30,000                | -                    |
| 5805 General Consulting                     | -                | -                | 1,000            | 1,000           | 1,000          | 1,000            | 1,000           | 1,000            | 1,000          | 1,000          | 1,000          | 1,000          | -                 | 10,000           | 10,000                | -                    |
| 5806 Special Activities/Field Trips         | 230              | 10               | 6,560            | 6,560           | 6,560          | 6,560            | 6,560           | 6,560            | 6,560          | 6,560          | 6,560          | 6,560          | -                 | 65,835           | 65,835                | -                    |
| 5807 Bank Charges                           | 164              | 164              | 200              | 200             | 200            | 200              | 200             | 200              | 200            | 200            | 200            | 200            | -                 | 2,329            | 2,400                 | 72                   |
| 5808 Printing                               | 385              | -                | 81               | 81              | 81             | 81               | 81              | 81               | 81             | 81             | 81             | 81             | -                 | 1,200            | 1,200                 | -                    |
| 5809 Other taxes and fees                   | -                | 769              | 231              | 231             | 231            | 231              | 231             | 231              | 231            | 231            | 231            | 231            | -                 | 3,075            | 3,150                 | 75                   |
| 5810 Payroll Service Fee                    | 339              | 693              | 1,000            | 1,000           | 1,000          | 1,000            | 1,000           | 1,000            | 1,000          | 1,000          | 1,000          | 1,000          | -                 | 11,032           | 12,000                | 968                  |
| 5811 Management Fee                         | 11,762           | 12,737           | 13,204           | 13,204          | 13,204         | 13,204           | 13,204          | 13,204           | 13,204         | 13,204         | 13,204         | 15,112         | -                 | 158,446          | 158,462               | 16                   |
| 5812 District Oversight Fee                 | -                | -                | 67,309           | -               | -              | 84,855           | -               | -                | 96,876         | -              | -              | 110,180        | 19,467            | 378,688          | 378,688               | -                    |
| 5814 SPED Encroachment                      | -                | -                | -                | -               | -              | -                | -               | -                | -              | -              | -              | -              | 79,595            | 79,595           | -                     |                      |
| 5815 Public Relations/Recruitment           | -                | -                | 1,000            | 1,000           | 1,000          | 1,000            | 1,000           | 1,000            | 1,000          | 1,000          | 1,000          | 1,000          | -                 | 10,000           | 10,000                | -                    |
|   | 17,275           | 23,108           | 111,224          | 37,715          | 37,715         | 122,570          | 34,915          | 34,915           | 131,790        | 34,915         | 34,915         | 147,004        | 99,062            | 867,123          | 864,229               | (2,894)              |
| <b>Interest</b>                             |                  |                  |                  |                 |                |                  |                 |                  |                |                |                |                |                   |                  |                       |                      |
| 7438 Interest Expense                       | -                | -                | 3,615            | 15,527          | 338            | 215              | 159             | 17,585           | -              | -              | -              | -              | -                 | 37,439           | 67,784                | 30,345               |
|   | -                | -                | 3,615            | 15,527          | 338            | 215              | 159             | 17,585           | -              | -              | -              | -              | -                 | 37,439           | 67,784                | 30,345               |
| <b>Total Expenses</b>                       | <b>203,844</b>   | <b>408,085</b>   | <b>545,356</b>   | <b>484,182</b>  | <b>468,993</b> | <b>553,725</b>   | <b>472,115</b>  | <b>488,016</b>   | <b>564,256</b> | <b>465,855</b> | <b>465,855</b> | <b>529,119</b> | <b>99,062</b>     | <b>5,748,464</b> | <b>5,772,052</b>      | <b>23,588</b>        |
| <b>Monthly Surplus (Deficit)</b>            | <b>(203,654)</b> | <b>(182,025)</b> | <b>(261,020)</b> | <b>(67,364)</b> | <b>14,126</b>  | <b>(172,261)</b> | <b>(13,225)</b> | <b>(114,297)</b> | <b>226,996</b> | <b>291,571</b> | <b>197,730</b> | <b>134,466</b> | <b>738,530</b>    | <b>589,573</b>   | <b>566,701</b>        | <b>22,872</b>        |
|   |                  |                  |                  |                 |                |                  |                 |                  |                |                |                |                |                   | 10%              |                       |                      |

# Allegiance STEAM Academy - Thrive

## Monthly Cash Flow/Forecast FY19-20

Revised 9/26/19

ADA = 627.00



|                                      | Jul-19          | Aug-19           | Sep-19          | Oct-19         | Nov-19          | Dec-19          | Jan-20         | Feb-20           | Mar-20         | Apr-20         | May-20           | Jun-20         | Year-End Accruals | Annual Forecast | Original Budget Total | Favorable / (Unfav.) |
|--------------------------------------|-----------------|------------------|-----------------|----------------|-----------------|-----------------|----------------|------------------|----------------|----------------|------------------|----------------|-------------------|-----------------|-----------------------|----------------------|
| <b>Cash Flow Adjustments</b>         |                 |                  |                 |                |                 |                 |                |                  |                |                |                  |                |                   |                 |                       |                      |
| Monthly Surplus (Deficit)            | (203,654)       | (182,025)        | (261,020)       | (67,364)       | 14,126          | (172,261)       | (13,225)       | (114,297)        | 226,996        | 291,571        | 197,730          | 134,466        | 738,530           | 589,573         |                       |                      |
| Cash flows from operating activities |                 |                  |                 |                |                 |                 |                |                  |                |                |                  |                |                   |                 |                       |                      |
| Public Funding Receivables           | 376,875         | (77,932)         | 214,905         | 108,309        | -               | 54,124          | 106,630        | -                | -              | -              | -                | -              | (837,592)         | (54,681)        |                       |                      |
| Prepaid Expenses                     | (8,598)         | (25,319)         | 10,221          | 10,347         | 3,817           | 3,421           | 3,421          | 2,963            | 2,963          | 2,963          | 2,963            | 2,338          | -                 | 11,501          |                       |                      |
| Accounts Payable                     | (10,148)        | -                | -               | -              | -               | -               | -              | -                | -              | -              | -                | -              | -                 | 99,062          | 88,914                |                      |
| Accrued Expenses                     | (166,030)       | 44,716           | 10,044          | (20,149)       | (76,222)        | 103,274         | 18,419         | (121,693)        | 115,294        | 18,419         | (133,713)        | 29,484         | -                 | (178,157)       |                       |                      |
| Cash flows from financing activities |                 |                  |                 |                |                 |                 |                |                  |                |                |                  |                |                   |                 |                       |                      |
| Proceeds from Factoring              | -               | -                | -               | 215,155        | -               | -               | -              | 267,500          | -              | -              | -                | -              | -                 | -               | 482,655               |                      |
| Payments on Factoring                | -               | -                | -               | -              | -               | -               | -              | (215,155)        | -              | -              | (267,500)        | -              | -                 | -               | (482,655)             |                      |
| Proceeds(Payments) on Debt           | -               | -                | (41,667)        | (41,667)       | (41,667)        | (41,667)        | (41,667)       | (41,665)         | -              | -              | -                | -              | -                 | (250,000)       |                       |                      |
| <b>Total Change in Cash</b>          | <b>(11,555)</b> | <b>(240,560)</b> | <b>(67,517)</b> | <b>204,630</b> | <b>(99,945)</b> | <b>(53,108)</b> | <b>73,579</b>  | <b>(222,347)</b> | <b>345,254</b> | <b>312,953</b> | <b>(200,520)</b> | <b>166,288</b> |                   |                 |                       |                      |
| Cash, Beginning of Month             | 527,247         | 515,691          | 275,131         | 207,614        | 412,244         | 312,299         | 259,191        | 332,770          | 110,423        | 455,676        | 768,629          | 568,109        |                   |                 |                       |                      |
| <b>Cash, End of Month</b>            | <b>515,691</b>  | <b>275,131</b>   | <b>207,614</b>  | <b>412,244</b> | <b>312,299</b>  | <b>259,191</b>  | <b>332,770</b> | <b>110,423</b>   | <b>455,676</b> | <b>768,629</b> | <b>568,109</b>   | <b>734,398</b> |                   |                 |                       |                      |

**Allegiance STEAM Academy****Statement of Financial Position**

August 31, 2019

|   | <b>Current Balance</b> | <b>Beginning Year Balance</b> | <b>YTD Change</b>   | <b>YTD % Change</b> |
|---|------------------------|-------------------------------|---------------------|---------------------|
| <b>Assets</b>                           |                        |                               |                     |                     |
| <b>Current Assets</b>                   |                        |                               |                     |                     |
| Cash & Cash Equivalents                 | \$ 275,131             | \$ 527,247                    | \$ (252,116)        | -48%                |
| Accounts Receivable                     | 1,129                  | 1,129                         | -                   | 0%                  |
| Public Funding Receivables              | 482,839                | 781,782                       | (298,943)           | -38%                |
| Prepaid Expenses                        | 95,716                 | 61,799                        | 33,917              | 55%                 |
| <b>Total Current Assets</b>             | <b>854,815</b>         | <b>1,371,956</b>              | <b>(517,142)</b>    | <b>-38%</b>         |
| <b>Total Assets</b>                     | <b>\$ 854,815</b>      | <b>\$ 1,371,956</b>           | <b>\$ (517,142)</b> | <b>-38%</b>         |
| <b>Liabilities</b>                      |                        |                               |                     |                     |
| <b>Current Liabilities</b>              |                        |                               |                     |                     |
| Accounts Payable                        | \$ -                   | \$ 10,148                     | \$ (10,148)         | -100%               |
| Accrued Liabilities                     | 305,937                | 427,251                       | (121,314)           | -28%                |
| Notes Payable, Current Portion          | 250,000                | 250,000                       | -                   | 0%                  |
| <b>Total Current Liabilities</b>        | <b>555,937</b>         | <b>687,399</b>                | <b>(131,462)</b>    | <b>-19%</b>         |
| <b>Total Liabilities</b>                | <b>555,937</b>         | <b>687,399</b>                | <b>(131,462)</b>    | <b>-19%</b>         |
| <b>Total Net Assets</b>                 | <b>298,878</b>         | <b>684,557</b>                | <b>(385,680)</b>    | <b>-56%</b>         |
| <b>Total Liabilities and Net Assets</b> | <b>\$ 854,815</b>      | <b>\$ 1,371,956</b>           | <b>\$ (517,142)</b> | <b>-38%</b>         |

**Allegiance STEAM Academy****Statement of Cash Flows**

For the period ended August 31, 2019

|  | <b>Month Ended<br/>8/31/2019</b> | <b>YTD Ended<br/>8/31/2019</b> |
|--|----------------------------------|--------------------------------|
| Cash Flow From Operating Activities          | (182,025)                        | (385,680)                      |
| Decrease/(Increase) in Operating Assets:     |                                  |                                |
| Public Funding Receivable                    | (77,932)                         | 298,943                        |
| Grants, Contributions & Pledges Receivable   | -                                | -                              |
| Prepaid Expenses                             | (25,319)                         | (33,917)                       |
| (Decrease)/Increase in Operating Liabilities |                                  |                                |
| Accounts Payable                             | -                                | (10,148)                       |
| Accrued Expenses                             | 44,716                           | (121,314)                      |
| Total Cash Flow from Operating Activities    | <u>(240,560)</u>                 | <u>(252,116)</u>               |
| Cash Flows from Financing Activities         |                                  |                                |
| Proceeds from (payments on) Long-term Debt   | -                                | -                              |
| Total Cash Flows from Financing Activities   | <u>-</u>                         | <u>-</u>                       |
| Change in Cash & Cash Equivalents            | (240,560)                        | (252,116)                      |
| Cash & Cash Equivalents, Beginning of Period | <u>515,691</u>                   | <u>527,247</u>                 |
| Cash and Cash Equivalents, End of Period     | <u>\$ 275,131</u>                | <u>\$ 275,131</u>              |



**Allegiance STEAM Academy**

**Budget vs. Actual**

For the period ended August 31, 2019

|  | Current<br>Period Actual | Current<br>Period Budget | Current<br>Period<br>Variance | Current Year<br>Actual | YTD Budget        | YTD Variance        | Total Budget        |
|--|--------------------------|--------------------------|-------------------------------|------------------------|-------------------|---------------------|---------------------|
| <b>Revenue</b>                                       |                          |                          |                               |                        |                   |                     |                     |
| State Aid-Revenue Limit                              |                          |                          |                               |                        |                   |                     |                     |
| LCFF Revenue   | \$ 148,037               | \$ 148,037               | \$ -                          | \$ 148,037             | \$ 148,037        | \$ -                | \$ 4,077,883        |
| Education Protection Account                         | -                        | -                        | -                             | -                      | -                 | -                   | 125,400             |
| In Lieu of Property Taxes                            | 58,566                   | 117,131                  | (58,565)                      | 58,566                 | 175,697           | (117,131)           | 1,332,137           |
| <b>Total State Aid-Revenue Limit</b>                 | <b>206,603</b>           | <b>265,168</b>           | <b>(58,565)</b>               | <b>206,603</b>         | <b>323,734</b>    | <b>(117,131)</b>    | <b>5,535,420</b>    |
| <b>Federal Revenue</b>                               |                          |                          |                               |                        |                   |                     |                     |
| Federal Special Education - IDEA                     | -                        | -                        | -                             | -                      | -                 | -                   | 67,089              |
| Federal Child Nutrition                              | -                        | -                        | -                             | -                      | -                 | -                   | 60,944              |
| Title I, Part A - Basic Low Income                   | -                        | -                        | -                             | -                      | -                 | -                   | 67,147              |
| Title II, Part A - Teacher Quality                   | -                        | -                        | -                             | -                      | -                 | -                   | 14,362              |
| Title V, Part B - Charter School Grants              | -                        | -                        | -                             | -                      | -                 | -                   | 109,400             |
| <b>Total Federal Revenue</b>                         | <b>-</b>                 | <b>-</b>                 | <b>-</b>                      | <b>-</b>               | <b>-</b>          | <b>-</b>            | <b>318,942</b>      |
| <b>Other State Revenue</b>                           |                          |                          |                               |                        |                   |                     |                     |
| State Special Education - AB602                      | 19,366                   | 12,496                   | 6,870                         | 19,366                 | 24,992            | (5,626)             | 341,088             |
| State - Child Nutrition                              | -                        | -                        | -                             | -                      | -                 | -                   | 5,769               |
| Mandate Block Grant                                  | -                        | -                        | -                             | -                      | -                 | -                   | 7,746               |
| State - State Lottery                                | -                        | -                        | -                             | -                      | -                 | -                   | 129,789             |
| <b>Total Other State Revenue</b>                     | <b>19,366</b>            | <b>12,496</b>            | <b>6,870</b>                  | <b>19,366</b>          | <b>24,992</b>     | <b>(5,626)</b>      | <b>484,391</b>      |
| <b>Local Revenue</b>                                 |                          |                          |                               |                        |                   |                     |                     |
| Food Service Sales                                   | -                        | -                        | -                             | 190                    | -                 | 190                 | -                   |
| School Fundraising                                   | 90                       | -                        | 90                            | 90                     | -                 | 90                  | -                   |
| <b>Total Local Revenue</b>                           | <b>90</b>                | <b>-</b>                 | <b>90</b>                     | <b>280</b>             | <b>-</b>          | <b>280</b>          | <b>-</b>            |
| <b>Total Revenue</b>                                 | <b>\$ 226,059</b>        | <b>\$ 277,664</b>        | <b>\$ (51,605)</b>            | <b>\$ 226,249</b>      | <b>\$ 348,726</b> | <b>\$ (122,477)</b> | <b>\$ 6,338,753</b> |
| <b>Expenses</b>                                      |                          |                          |                               |                        |                   |                     |                     |
| <b>Certificated Salaries</b>                         |                          |                          |                               |                        |                   |                     |                     |
| Certificated Teachers' Salaries                      | \$ 162,259               | \$ 166,656               | \$ 4,397                      | \$ 167,787             | \$ 166,656        | \$ (1,131)          | \$ 1,833,215        |
| Certificated Teachers' Substitute Hours              | 550                      | 6,636                    | 6,086                         | 550                    | 6,636             | 6,086               | 73,000              |
| Certificated Teachers' Extra Duties/Stipends         | 600                      | 1,818                    | 1,218                         | 4,600                  | 1,818             | (2,782)             | 20,000              |
| Certificated Pupil Support Salaries                  | 4,545                    | 4,545                    | -                             | 4,981                  | 4,545             | (435)               | 50,000              |
| Certificated Supervisors' and Administrators' Salari | 20,338                   | 24,171                   | 3,833                         | 40,675                 | 48,342            | 7,667               | 290,050             |
| Other Certificated Salaries                          | 2,625                    | -                        | (2,625)                       | 5,250                  | -                 | (5,250)             | -                   |
| <b>Total Certificated Salaries</b>                   | <b>190,917</b>           | <b>203,827</b>           | <b>12,910</b>                 | <b>223,842</b>         | <b>227,998</b>    | <b>4,155</b>        | <b>2,266,265</b>    |
| <b>Classified Salaries</b>                           |                          |                          |                               |                        |                   |                     |                     |
| Classified Instructional Salaries                    | 41,813                   | 33,259                   | (8,554)                       | 52,933                 | 33,259            | (19,675)            | 365,844             |
| Classified Support Salaries                          | 13,672                   | 13,656                   | (17)                          | 24,127                 | 21,869            | (2,258)             | 158,427             |
| Classified Supervisors' and Administrators' Salaries | 5,833                    | 5,833                    | -                             | 13,593                 | 11,667            | (1,927)             | 70,000              |
| Clerical, Technical, and Office Staff Salaries       | 7,563                    | 12,563                   | 5,000                         | 14,950                 | 25,125            | 10,175              | 150,750             |
| Other Classified Salaries                            | 6,702                    | 2,780                    | (3,922)                       | 7,930                  | 2,780             | (5,150)             | 30,576              |
| <b>Total Classified Salaries</b>                     | <b>75,583</b>            | <b>68,090</b>            | <b>(7,493)</b>                | <b>113,533</b>         | <b>94,699</b>     | <b>(18,834)</b>     | <b>775,598</b>      |
| <b>Benefits</b>                                      |                          |                          |                               |                        |                   |                     |                     |
| State Teachers' Retirement System, certificated po   | 30,463                   | 34,854                   | 4,391                         | 36,094                 | 38,988            | 2,894               | 387,531             |
| Public Employees' Retirement System, classified pc   | 14,468                   | 14,144                   | (324)                         | 27,723                 | 19,672            | (8,051)             | 161,115             |
| OASDI/Medicare/Alternative, certificated positions   | 5,355                    | 4,222                    | (1,133)                       | 7,605                  | 5,871             | (1,734)             | 48,087              |
| Medicare certificated positions                      | 3,809                    | 3,943                    | 134                           | 4,812                  | 4,679             | (133)               | 44,107              |
| Health and Welfare Benefits, certificated positions  | 13,449                   | 14,000                   | 551                           | 31,295                 | 28,000            | (3,295)             | 168,000             |
| State Unemployment Insurance, certificated positi    | 2,187                    | 1,658                    | (529)                         | 2,449                  | 3,317             | 868                 | 33,167              |
| Workers' Compensation Insurance, certificated po:    | 2,054                    | 2,719                    | 665                           | 4,109                  | 3,227             | (882)               | 30,419              |
| <b>Total Benefits</b>                                | <b>71,785</b>            | <b>75,541</b>            | <b>3,755</b>                  | <b>114,086</b>         | <b>103,754</b>    | <b>(10,333)</b>     | <b>872,426</b>      |

**Allegiance STEAM Academy**

**Budget vs. Actual**

For the period ended August 31, 2019

|  | Current<br>Period Actual | Current<br>Period Budget | Current<br>Period<br>Variance | Current Year<br>Actual | YTD Budget        | YTD Variance      | Total Budget        |
|--|--------------------------|--------------------------|-------------------------------|------------------------|-------------------|-------------------|---------------------|
| <b>Books &amp; Supplies</b>                          |                          |                          |                               |                        |                   |                   |                     |
| Textbooks and Core Curricula Materials               | 5,942                    | 32,604                   | 26,662                        | 6,379                  | 65,208            | 58,829            | 97,812              |
| Books and Other Reference Materials                  | 473                      | -                        | (473)                         | 3,052                  | -                 | (3,052)           | -                   |
| School Supplies                                      | 9,484                    | 6,000                    | (3,484)                       | 9,981                  | 12,000            | 2,019             | 65,999              |
| Software   | 2,858                    | 4,263                    | 1,404                         | 4,227                  | 8,525             | 4,298             | 51,150              |
| Office Expense                                       | 7,154                    | 2,800                    | (4,354)                       | 8,035                  | 5,600             | (2,435)           | 33,600              |
| Business Meals                                       | 671                      | 417                      | (255)                         | 1,146                  | 833               | (313)             | 5,000               |
| Noncapitalized Equipment                             | 3,236                    | 36,466                   | 33,230                        | 60,086                 | 127,631           | 67,545            | 182,330             |
| Food Services  | 213                      | -                        | (213)                         | 213                    | -                 | (213)             | 66,713              |
| <b>Total Books &amp; Supplies</b>                    | <b>30,032</b>            | <b>82,549</b>            | <b>52,517</b>                 | <b>93,120</b>          | <b>219,797</b>    | <b>126,677</b>    | <b>502,604</b>      |
| <b>Subagreement Services</b>                         |                          |                          |                               |                        |                   |                   |                     |
| Nursing  | 1,929                    | 4,950                    | 3,021                         | 1,929                  | 4,950             | 3,021             | 49,500              |
| Special Education                                    | 2,866                    | 10,000                   | 7,134                         | 2,866                  | 10,000            | 7,134             | 100,000             |
| Substitute Teacher                                   | 1,200                    | -                        | (1,200)                       | 1,200                  | -                 | (1,200)           | -                   |
| <b>Total Subagreement Services</b>                   | <b>5,994</b>             | <b>14,950</b>            | <b>8,956</b>                  | <b>5,994</b>           | <b>14,950</b>     | <b>8,956</b>      | <b>149,500</b>      |
| <b>Professional &amp; Consulting Services</b>        |                          |                          |                               |                        |                   |                   |                     |
| IT   | 5,320                    | 5,000                    | (320)                         | 9,525                  | 10,000            | 476               | 60,000              |
| Audit and Tax  | -                        | -                        | -                             | -                      | -                 | -                 | 12,900              |
| Legal  | 2,346                    | 3,333                    | 987                           | 2,346                  | 6,667             | 4,321             | 40,000              |
| Professional Development                             | 1,069                    | -                        | (1,069)                       | 1,259                  | -                 | (1,259)           | 30,000              |
| General Consulting                                   | -                        | -                        | -                             | -                      | -                 | -                 | 10,000              |
| Special Activities                                   | 10                       | -                        | (10)                          | 240                    | -                 | (240)             | 65,835              |
| Bank Charges   | 164                      | 200                      | 36                            | 329                    | 400               | 72                | 2,400               |
| Printing   | -                        | -                        | -                             | 385                    | -                 | (385)             | 1,200               |
| Other Taxes and Fees                                 | 769                      | -                        | (769)                         | 769                    | -                 | (769)             | 3,150               |
| Payroll Service Fee                                  | 693                      | 1,000                    | 307                           | 1,032                  | 2,000             | 968               | 12,000              |
| Management Fee                                       | 12,737                   | 13,205                   | 468                           | 24,499                 | 26,410            | 1,911             | 158,462             |
| District Oversight Fee                               | -                        | -                        | -                             | -                      | -                 | -                 | 378,688             |
| SELPA Fees   | -                        | 2,437                    | 2,437                         | -                      | 4,874             | 4,874             | 79,594              |
| Public Relations/Recruitment                         | -                        | -                        | -                             | -                      | -                 | -                 | 10,000              |
| <b>Total Professional &amp; Consulting Services</b>  | <b>23,108</b>            | <b>25,175</b>            | <b>2,067</b>                  | <b>40,383</b>          | <b>50,351</b>     | <b>9,967</b>      | <b>864,229</b>      |
| <b>Facilities, Repairs, &amp; Other Leases</b>       |                          |                          |                               |                        |                   |                   |                     |
| Equipment Leases                                     | 673                      | 550                      | (123)                         | 673                    | 1,100             | 427               | 6,600               |
| Repairs and Maintenance                              | -                        | 833                      | 833                           | 515                    | 1,667             | 1,152             | 10,000              |
| <b>Total Facilities, Repairs, &amp; Other Leases</b> | <b>673</b>               | <b>1,383</b>             | <b>711</b>                    | <b>1,187</b>           | <b>2,767</b>      | <b>1,579</b>      | <b>16,600</b>       |
| <b>Operations &amp; Housekeeping</b>                 |                          |                          |                               |                        |                   |                   |                     |
| Auto and Travel Expense                              | (24)                     | -                        | 24                            | 73                     | -                 | (73)              | 7,500               |
| Dues & Memberships                                   | 472                      | 715                      | 243                           | 868                    | 1,430             | 562               | 8,580               |
| Insurance  | 4,475                    | 3,150                    | (1,325)                       | 8,951                  | 6,300             | (2,651)           | 37,800              |
| Utilities  | 3,790                    | 13,481                   | 9,691                         | 7,579                  | 26,961            | 19,382            | 161,766             |
| Janitorial/Trash Removal                             | 369                      | 350                      | (19)                          | 739                    | 700               | (39)              | 4,200               |
| Postage and Shipping                                 | 175                      | -                        | (175)                         | 521                    | -                 | (521)             | 1,200               |
| Communications                                       | 734                      | 3,000                    | 2,266                         | 1,051                  | 6,000             | 4,949             | 36,000              |
| <b>Total Operations &amp; Housekeeping</b>           | <b>9,992</b>             | <b>20,696</b>            | <b>10,703</b>                 | <b>19,782</b>          | <b>41,391</b>     | <b>21,609</b>     | <b>257,046</b>      |
| <b>Interest</b>                                      |                          |                          |                               |                        |                   |                   |                     |
| Interest Expense                                     | -                        | 12,000                   | 12,000                        | -                      | 12,000            | 12,000            | 67,784              |
| <b>Total Interest</b>                                | <b>-</b>                 | <b>12,000</b>            | <b>12,000</b>                 | <b>-</b>               | <b>12,000</b>     | <b>12,000</b>     | <b>67,784</b>       |
| <b>Total Expenses</b>                                | <b>\$ 408,085</b>        | <b>\$ 504,210</b>        | <b>\$ 96,125</b>              | <b>\$ 611,929</b>      | <b>\$ 767,705</b> | <b>\$ 155,776</b> | <b>\$ 5,772,051</b> |
| Change in Net Assets                                 | (182,025)                | (226,546)                | 44,521                        | (385,680)              | (418,979)         | 33,300            | 566,702             |
| Net Assets, Beginning of Period                      | 480,903                  |                          |                               | 684,557                |                   |                   |                     |
| <b>Net Assets, End of Period</b>                     | <b>\$ 298,878</b>        |                          |                               | <b>\$ 298,878</b>      |                   |                   |                     |



# Allegiance STEAM Academy - Thrive

## Check Register

For the Period Ended August 31, 2019

| Check Number                           | Vendor Name                                     | Transaction Description                       | Check Date | Check Amount         |
|--|---|---|------------|----------------------|
| <b>Checking accts</b>                  |   |   |            |                      |
| 20348                                  | San Bernardino County                           | STRS 7/2019                                   | 8/6/2019   | \$ 8,170.42          |
| 20349                                  | Charter Impact                                  | Payroll Processing Fee - 07/19                | 8/9/2019   | 338.75               |
| 20350                                  | Schools in Action                               | Cash lunch payment                            | 8/9/2019   | 212.58               |
| 20351                                  | Associated Health Professionals Inc             | Nursing svcs - 07/19                          | 8/16/2019  | 527.25               |
| 20352                                  | Charter Impact                                  | Business Mgmt svcs - 08/19                    | 8/16/2019  | 11,762.00            |
| 20353                                  | Codesters                                       | License (90)                                  | 8/16/2019  | 1,350.00             |
| 20354                                  | Frontier Communications                         | Communication svcs - 07/18/19-08/17/19        | 8/16/2019  | 416.76               |
| 20355                                  | Gayle Hinazumi                                  | SpEd svcs - 06/19                             | 8/16/2019  | 1,640.63             |
| 20356                                  | M & M Sports                                    | School Supplies                               | 8/16/2019  | 2,346.74             |
| 20357                                  | McGraw-Hill School Education Holdings           | License 1 Year                                | 8/16/2019  | 17,997.49            |
| 20358                                  | Optiva IT                                       | IT Supplies                                   | 8/16/2019  | 5,319.68             |
| 20359                                  | Pollock Technologies Inc                        | License (14) Annual                           | 8/16/2019  | 1,680.00             |
| 20360                                  | San Bernardino County                           | CalSTRS Fee                                   | 8/16/2019  | 4.99                 |
| 20361                                  | School Health Corporation                       | Nursing Supplies                              | 8/16/2019  | 1,367.20             |
| 20362                                  | Sparkletts                                      | Office Supplies                               | 8/16/2019  | 11.52                |
| 20363                                  | Studies Weekly                                  | Books   | 8/16/2019  | 3,461.06             |
| 20364                                  | Swing Education Inc                             | Sub svcs - 07/13/19-07/19/19                  | 8/16/2019  | 1,079.99             |
| 20365                                  | Waxie Sanitary Supply                           | Janitorial Supplies                           | 8/16/2019  | 3,396.74             |
| 20366                                  | Xerox Financial Services                        | Copier Lease - 05/31/19-06/29/19              | 8/16/2019  | 672.67               |
| 20367                                  | San Bernardino County                           | STRS 7/2019 Difference                        | 8/19/2019  | 117.44               |
| 20368                                  | Joshua C. Brannen                               | SpEd svcs - 07/19                             | 8/22/2019  | 1,225.00             |
| 20369                                  | Kathleen Lanathoua                              | Reimb - 08/05/19                              | 8/22/2019  | 118.25               |
| 20370                                  | Carmelita Lopez                                 | Reimb - 07/12/19-08/02/19                     | 8/22/2019  | 391.80               |
| 20371                                  | Petty Cash- Sara Lopez                          | Petty Cash - 04/02/19-08/09/19                | 8/22/2019  | 194.61               |
| 20372                                  | San Bernardino County Superintendent of Schools | Non Violent Crisis Intervention Training      | 8/22/2019  | 119.12               |
| 20373                                  | School Health Corporation                       | Nursing Supplies                              | 8/22/2019  | 34.33                |
| 20374                                  | Seesaw  | License - 09/01/19-08/31/20                   | 8/22/2019  | 1,620.00             |
| 20375                                  | Tien Thi Tran                                   | Reimb - 07/03/19-07/24/19                     | 8/22/2019  | 549.31               |
| 20376                                  | Diana Urbina                                    | Reimb - 08/04/19                              | 8/22/2019  | 162.86               |
| 20377                                  | Gina Willocks                                   | Reimb - 08/06/19                              | 8/22/2019  | 9.23                 |
| 20378                                  | California State Disbursement Unit              | Confidential                                  | 8/23/2019  | 150.00               |
| 20379                                  | Franchise Tax Board                             | Confidential                                  | 8/23/2019  | 150.00               |
| 20380                                  | Franchise Tax Board                             | Confidential                                  | 8/23/2019  | 838.30               |
| 20381                                  | Blue Shield of California                       | Health Ins - 09/19                            | 8/30/2019  | 16,200.97            |
| 20382                                  | Charter Impact                                  | Qtr 2 Tax Returns                             | 8/30/2019  | 1,062.84             |
| 20383                                  | Cintas Corporation #150                         | Janitorial Supplies                           | 8/30/2019  | 109.23               |
| 20384                                  | County of San Bernardino                        | Health Permit                                 | 8/30/2019  | 414.00               |
| 20385                                  | Ron McCorkle                                    | Reimb - 07/30/19-08/15/19                     | 8/30/2019  | 173.15               |
| 20386                                  | Procopio, Cory, Hargreaves & Savitch LLP        | Legal svcs - 07/19                            | 8/30/2019  | 2,345.95             |
| 20387                                  | Kristen Stevens                                 | Reimb - 07/23/19-08/15/19                     | 8/30/2019  | 244.95               |
| 20388                                  | Swing Education Inc                             | Sub svcs - 07/27/19-08/02/19                  | 8/30/2019  | 120.00               |
| 20389                                  | Taylor Publishing Company                       | 2019 Yearbook (400)                           | 8/30/2019  | 3,760.21             |
| 20390                                  | Michael Turner                                  | Reimb - 07/26/19-08/20/19                     | 8/30/2019  | 308.89               |
| 20391                                  | Cyndi Valenta                                   | Reimb - 08/01/19-08/07/19                     | 8/30/2019  | 135.35               |
| EFT                                    | CharterSafe                                     | CharterSafe - Package Premium & Workers' Comp | 8/1/2019   | 6,530.00             |
| EFT                                    | American Express                                | CC pmt - 07/19                                | 8/2/2019   | 10,576.80            |
| EFT                                    | Citizens Business Bank                          | Bank Fee                                      | 8/7/2019   | 14.25                |
| EFT                                    | Employment Development Department               | State PR tax pmt - SDI & PIT 080919           | 8/12/2019  | 294.13               |
| EFT                                    | Employment Development Department               | State PR tax pmt - UI 080919                  | 8/12/2019  | 95.94                |
| EFT                                    | Internal Revenue Services                       | Fed PR tax pmt 080919                         | 8/12/2019  | 2,556.33             |
| EFT                                    | CalPERS   | PERS Pmt 07/18-06/19                          | 8/14/2019  | 8,316.05             |
| EFT                                    | Gopher Sport                                    | Dodgeballs, Volleyballs, Soccer Ball          | 8/14/2019  | 453.65               |
| EFT                                    | American Express                                | CC pmt - 08/19 AMEX                           | 8/23/2019  | 16,551.13            |
| EFT                                    | CalPERS   | PERS Pmt                                      | 8/26/2019  | 350.00               |
| EFT                                    | CalPERS   | PERS Pmt 07/19                                | 8/26/2019  | 593.07               |
| EFT                                    | Mid Atlantic Trust Company                      | Employee 403B Contributions 08/19             | 8/26/2019  | 1,200.00             |
| EFT                                    | Employment Development Department               | State PR tax pmt - UI 082319                  | 8/26/2019  | 1,661.08             |
| EFT                                    | CalPERS   | PERS Pmt 07/19                                | 8/26/2019  | 8,578.73             |
| EFT                                    | Employment Development Department               | State PR tax pmt - SDI & PIT 082319           | 8/26/2019  | 9,901.61             |
| EFT                                    | Internal Revenue Services                       | Fed PR tax pmt 082319                         | 8/26/2019  | 33,195.84            |
| EFT                                    | Employment Development Department               | State PR tax pmt - SDI & PIT 082319S          | 8/27/2019  | 140.79               |
| EFT                                    | Employment Development Department               | State PR tax pmt - SDI & PIT 082319S          | 8/27/2019  | 194.73               |
| EFT                                    | Internal Revenue Services                       | Fed PR tax pmt 082319S                        | 8/27/2019  | 548.63               |
| EFT                                    | Kaiser Foundation Health Plan                   | Health Ins 09/19                              | 8/28/2019  | 8,915.78             |
| EFT                                    | Citizens Business Bank                          | Bank Fee                                      | 8/30/2019  | 150.00               |
| <b>Total Payments Issued in August</b> |   |   |            | <b>\$ 203,130.80</b> |

## Allegiance STEAM Academy Thrive

### Check Register - greater than \$2,000

For the Period Ended August 31, 2019

| Check Number                            | Vendor Name                              | Transaction Description                 | Check Date | Check Amount         |
|---|--|---|------------|----------------------|
| <i>Employee Benefits</i>                |  |   |            |                      |
| EFT                                     | Internal Revenue Service                 | 3301/3311/9512 - Payroll taxes          | 8/26/2019  | 33,195.84            |
| 20381                                   | Blue Shield of California                | 3401 - Health insurance                 | 8/30/2019  | 16,200.97            |
| EFT                                     | Employee Development Department          | 3501/9512 - Payroll taxes (SDI & PIT)   | 8/26/2019  | 9,901.61             |
| EFT                                     | Kaiser Foundation Health Plan            | 3401 - Health insurance                 | 8/28/2019  | 8,915.78             |
| EFT                                     | CalPERS                                  | 3202/9514 - PERS                        | 8/26/2019  | 8,578.73             |
| EFT                                     | CalPERS                                  | 3202/9514 - PERS                        | 8/14/2019  | 8,316.05             |
| 20284                                   | San Bernardino County                    | 3101/9513 - STRS                        | 8/6/2019   | 8,170.42             |
| EFT                                     | Internal Revenue Service                 | 3301/3311/9512 - Payroll taxes          | 8/12/2019  | 2,556.33             |
|   |  |   |            | <b>95,835.73</b>     |
| <i>Facility Rent and Housekeeping</i>   |  |   |            |                      |
| EFT                                     | CharterSafe                              | 5400/3601 - Insurance                   | 8/1/2019   | 6,530.00             |
|   |  |   |            | <b>6,530.00</b>      |
| <i>Professional/Consulting Services</i> |  |   |            |                      |
| 20352                                   | Charter Impact                           | 5811 - Management Fee                   | 8/16/2019  | 11,762.00            |
| 20358                                   | Optiva IT                                | 5801 - IT                               | 8/16/2019  | 5,319.68             |
| 20386                                   | Procopio, Cory, Hargreaves & Savitch LLP | 5803 - Legal                            | 8/30/2019  | 2,345.95             |
|   |  |   |            | <b>19,427.63</b>     |
| <i>Books and Supplies</i>               |  |   |            |                      |
| 20357                                   | McGraw-Hill School Education Holdings    | 4100 - Curriculum                       | 8/16/2019  | 17,997.49            |
| EFT                                     | American Express                         | 4302 - Supplies (credit card statement) | 8/23/2019  | 16,551.13            |
| EFT                                     | American Express                         | 4302 - Supplies (credit card statement) | 8/2/2019   | 10,576.80            |
| 20389                                   | Taylor Publishing Company                | 4302 - Supplies                         | 8/30/2019  | 3,760.21             |
| 20363                                   | Studies Weekly                           | 4100 - Curriculum                       | 8/16/2019  | 3,461.06             |
| 20365                                   | Waxie Sanitary Supply                    | 4310 - Office Supplies                  | 8/16/2019  | 3,396.74             |
| 20356                                   | M & M Sports                             | 4302 - Supplies                         | 8/16/2019  | 2,346.74             |
|   |  |   |            | <b>58,090.17</b>     |
| <b>Total Disbursements over \$2,000</b> |  |   |            | <b>\$ 179,883.53</b> |

## FACTORING AGREEMENT

**THIS FACTORING AGREEMENT** (“**Agreement**”) is made and executed this October 9, 2019 (the “**Effective Date**”) by and between Allegiance Steam Academy Inc. DBA Allegiance STEAM Academy, 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 in the form attached hereto as Exhibit 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 October 26, 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: Samantha Odo  
Title: Chair, Board of Directors

Address for Notices:  
5862 C Street, Chino, CA 91710

**CHARTER ASSET MANAGEMENT FUND,**  
**L.P.**

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

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

Paul Im  
Title: Managing Partner

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

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

Name: David Park  
Title: Managing Member

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



**Schedule 1**

**Accounts**

| <b>Account Authority / Payor</b>  | <b>Account Receivable</b>  | <b>Amount Purchased</b> | <b>Admin Fee</b> | <b>Discount %</b> | <b>Discount</b> | <b>Amount Funded</b> |
|---|--|-------------------------|------------------|-------------------|-----------------|----------------------|
| San Bernardino County<br>Office of Education /<br>San Bernardino County<br>Superintendent of<br>Schools | FY 19-20 Advance Apportionment<br>Jan PMT - LCFF State Aid. CDS#<br>36-67678-0137547 | \$214,684.41            | \$3,971.66       | 4.99%             | \$10,712.75     | -\$200,000.00        |

**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 Treasurer, 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: \_\_\_\_\_  
Samantha Odo  
Chair, Board of Directors

By: \_\_\_\_\_  
Jason Liso  
Treasurer, Board of Directors

By: \_\_\_\_\_  
Sebastian Cogna  
CEO

**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

We are writing in reference to the Factoring Agreement, dated October 9, 2019 between Allegiance Steam Academy Inc. (“Assignor”) and Charter Asset Management Fund, L.P. (“Assignee”) (the “Agreement”). This letter notifies you that the Assignor has assigned to Assignee the Assignor’s right to receive payment with respect to any amounts payable by you to Assignor with respect to the accounts receivable set forth on Schedule 1 attached hereto. To the extent that you are now indebted or may in the future become indebted to the Assignor on such accounts receivable, payment thereof must be made payable to the Assignee and all monies due or to become due under the aforesaid accounts receivable should be made by wire transfer as follows: Charter Asset Management Fund, LP. at **Western Alliance Bank** (Account #8445370650, ABA Wire Routing #121143260), by check payable to the Assignee and addressed as follows: 633 W. 5th Street, 26th Floor, Los Angeles, CA 90071, or alternatively as agreed to by the Assignee. This direction may not be terminated, modified or amended without express written direction from an officer of Assignee.

Please acknowledge receipt of this notice and return a fully executed copy to the Assignor and please contact the Assignor if you have any questions concerning the assignment or the payment instructions set out in this letter.

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: \_\_\_\_\_

Name: Paul Im  
Its: Managing Partner

Allegiance Steam Academy Inc.

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

Name: Samantha Odo

Title: Chair, Board of Directors

**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**

| <b>Account Authority / Payor</b>  | <b>Account Receivable</b>  |
|---|--|
| San Bernardino County Office of Education / San Bernardino County Superintendent of Schools | FY 19-20 Advance Apportionment Jan PMT - LCFF State Aid. CDS# 36-67678-0137547 |

## 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 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 October 9, 2019 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 October 9, 2019.

**Allegiance Steam Academy Inc. DBA Allegiance STEAM Academy**

By: \_\_\_\_\_  
Samantha Odo  
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: Western Alliance Bank  
Account: Charter Asset Management Fund, L.P.  
Account Number: 8445370650  
Wiring/Routing Number: 121143260

**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: October 9, 2019

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: \_\_\_\_\_  
Samantha Odo  
Chair, Board of Directors

**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: Citizens Business Bank  
Account: Allegiance STEAM Academy  
Account Number: 231175458  
Routing Number: 122234149  
School Address: 5862 C Street, Chino, CA 91710

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 2019-2020 fiscal year.

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

**ALLEGIANCE STEAM ACADEMY INC.**

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Samantha Odo  
Chair, Board of Directors

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Jason Liso  
Treasurer, Board of Directors

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Sebastian Cогnetta  
CEO



## PRINCIPAL

Under direction of the CEO, the Principal assists the CEO as an educational leader of the school and is responsible for assisting with the management of the daily operation of the school. The Principal is accountable to the CEO for the quality of teaching, curriculum, instruction, and the achievement of students. The Principal participates in staff and student activities, and exercises leadership in the community.

Primary responsibilities include, but are not limited to:

- Assists the CEO in the leadership of the staff in determining objectives and identifying school needs;
- Assists in conducting frequent classroom observations of certificated employees, both formal and informal, as well as planned observations focusing on the components of effective lessons for evaluation purposes and submits final evaluations to the Principal;
- Prepares a variety of management and program evaluation reports as required;
- Assists in managing and directing the educational activities of the school by implementing instructional programs including:
  - Implementation of effective instructional methods;
  - Participate in the English Learner Advisory Council, including, scheduling meetings, ensuring translators are present at meetings and assisting in a needs assessment;
  - Special Education program of the school, under the direction of the CEO;
  - Interventions for students, including the formation of a student success program; and
  - Interpret the results of testing programs to teach staff academic achievement.
- Conducts yearly program evaluations;
- Assists in the supervision of student activities and school events;
- Assists in the managing of school wide behavior policies;
- Assists in developing school plans and organization procedures for pupil services, health, safety, discipline and conduct of students;
  - Acts to resolve disputes related to school affairs; and
  - Completes assigned tasks as directed by the CEO
- Must have a minimum of a Master's degree from an accredited college/university;
- Must have a teaching credential;
- Must have or be working toward a valid administrative credential;
- Must demonstrate his/her ability as the lead learner, including knowledge of:
  - Charter school operations, including the Allegiance STEAM program, rules, regulations, and laws governing charter schools;
  - Local community in which the students and their families live and work;

- Data-based innovative educational research that may be applied to strengthen student learning; and
- Students and their families, including their background and aspirations.

**To be employed by ASA THRIVE the following conditions must be met:**

- All employees must fulfill California Education Code § 44237, which requires fingerprints to be obtained from each new employee in order to obtain a criminal record summary prior to commencing employment from the Department of Justice. The employee is responsible to pay for the fingerprinting costs.
- All employees who are mandated reporters, as defined by Penal Code 11165.7, are to report known or suspected instances of child abuse or neglect. Prior to employment, each employee shall sign a statement, on a form provided to him/her by Allegiance STEAM Academy, to the effect that he/she has knowledge of the statutory requirement that if he/she observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect, he/she shall immediately report this to Child Protective Services. The CEO shall ensure that the provisions of this policy are carried out in accordance with the law.
- All employees must complete the "I-9" form to verify that they have the legal right to work in the United States.
- All employees must have a social security card.
- All employees and volunteers must provide the results of a T.B. test as required by current state law and renew their T.B. verification every four years.



## OCCUPATIONAL THERAPIST

Under the direction of the Director of Educational Programs, the individual placed in this position will assess students on progress and, where appropriate, identify students for school-based occupational therapy needs. The individual will provide direct instruction to students identified for occupational therapy using specific teaching strategies and methodologies in occupational therapy as defined by stated goals and objectives in each student's Individualized Education Program (IEP).

### **Primary responsibilities include, but are not limited to:**

- Identification, evaluation and planning:
  - Collaborates with relevant staff to ensure team understanding of student occupational performance strengths and needs, through evaluation, educational program planning, and service delivery.
  - Evaluates the student's ability and formulates the student's occupational profile through a variety of functional, behavioral, and standardized assessments, skilled observation, checklists, histories, and interviews.
  - Synthesizes evaluation results into a comprehensive written report which reflects strengths and barriers to student participation in the educational environment; directs program development; and guides evidence-based intervention.
  - Develops occupationally based intervention plans based on student needs and evaluation results.
  - Participates in multidisciplinary meetings to review evaluation results, integrate findings with other disciplines, offer recommendations, and develop individual education plans and intervention plans to achieve IEP goals.
  - Coordinates with the IEP team for the purpose of determining appropriate treatments, etc. to meet the needs of specific students and attends IEP Team Meetings.
- Service delivery:
  - Provides targeted, evidence-based therapeutic intervention to facilitate student participation and occupational performance within the school environment.
  - Consults with the school-based team to achieve student outcomes.
  - Adapts and modifies the environment including assistive technology and training instructional staff to meet individual needs and to help students function as independently as possible.
  - Educates student, educational personnel, and family to facilitate skills in areas of occupation as well as health maintenance and safety.
  - Monitors and reassess the effects of occupational therapy intervention and the need to continue, modify, or discontinue intervention.
  - Documents occupational therapy services to ensure accountability of service provision and to meet standards for reimbursement of services as appropriate.
- Program Administration and Management



- Prioritizes and schedules work tasks independently.
- Manages inventory of therapeutic equipment and assessments, and project needs for budget planning.
- Maintains clinical and administrative records in accordance with professional standards, state guidelines, and school system policy.
- Provides legal and ethical supervision of occupational therapy assistant assuming responsibility for the students served by assistant.
- Adheres to federal and state legislation, regulation, and policies that affect occupational therapy practice.
- Reviews occupational therapy services for quality improvement and makes changes as needed to ensure quality of services.

**Qualifications:**

- **Experience:**

School-based occupational therapy experience preferred.

- **Education:**

Bachelor's degree from an accredited college or university.

- **Physical Performance Requirements:**

Frequent sitting, standing or walking much of the time with some bending, stooping, squatting and twisting. Lifting of supplies and other work related materials will vary, but generally be of less than twenty pounds.

- **Licenses/Credentials:**

Valid California Board of Occupational Therapy licence

**To be employed by ASA THRIVE the following conditions must be met:**

- All employees must fulfill California Education Code § 44237, which requires fingerprints to be obtained from each new employee in order to obtain a criminal record summary prior to commencing employment from the Department of Justice. The employee is responsible to pay for the fingerprinting costs.
- All employees who are mandated reporters, as defined by Penal Code 11165.7, are to report known or suspected instances of child abuse or neglect. Prior to employment, each employee shall sign a statement, on a form provided to him/her by Allegiance STEAM Academy, to the effect that he/she has knowledge of the statutory requirement that if he/she observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect, he/she shall immediately report this to Child Protective Services. The

CEO/Principal shall ensure that the provisions of this policy are carried out in accordance with the law.

- All employees must complete the “I-9” form to verify that they have the legal right to work in the United States.
- All employees must have a social security card.
- All employees and volunteers must provide the results of a T.B. test as required by current state law and renew their T.B. verification every four years



## SCHOOL PSYCHOLOGIST

Under the direction of the CEO/Principal and the Director of Educational Programs, the individual placed in this position will support the success of students academically, socially, behaviorally, and emotionally. The individual identifies and assesses the learning, development, and adjustment characteristics of individuals and groups, as well as, the environmental factors that affect learning and adjustment. Additionally, this individual delivers a plan defined by stated goals and objectives in each student's Individualized Education Program (IEP).

### **Primary responsibilities include, but are not limited to:**

- Maintains a growth mindset, engaging people and tasks with a willingness to learn, listen, reflect, share, and change;
- Consults and confers with administrators in the development and implementation of Special Education practices and youth services;
- Performs a variety of individual and group psycho-educational assessments and diagnosis of specific learning, emotional and behavioral disabilities;
- Prepares recommendations pertaining to student remediation, placement in special programs, and psycho-educational interventions;
- Participates and helps facilitate Individualized Education Program (IEP) meetings; makes recommendations for IEP goals and objectives and special education services and placement;
- Provides staff development in effectively implementing behavioral plans to support teachers with full inclusion students;
- Provides school administrators input regarding best practices and expectations relative to Special Education classroom instruction;
- Assists school administrators and school personnel with maintenance and compliance relative to current special education requirements such as (but not limited to) Assessment Plan Processes, staff training, IEP's, and Special Education timelines;
- Participates in parent conferences, pupil evaluation reviews and provides pupil profiles indicating learning strengths and weaknesses;
- Serves as a member of student study team and collaborates with other team members in planning special programs and in the use of remedial instructional materials for students with special needs;

- Provides professional development and support to teachers and other staff to promote improved classroom management, better instructional approaches, early intervention strategies to assist students, and increased understanding of the educational and mental health needs of all students;
- Consults with parents to further their understanding of the learning and emotional adjustment of processes pertaining to their children;
- Counsels pupils individually and in small groups using a variety of data gathering and therapy techniques;
- Serves as a liaison between the school and mental health and juvenile agencies in pursuit referral follow-ups;
- Assists in the development and monitoring of individual education plans for students with exceptional needs, may pursue evaluation and research psychological service program.
- Assists in identifying school psychological service needs;
- Plans and presents, as requested, a variety of management related reports pertaining to school psychological service functions and activities;
- Provides parent education in areas such as child development, psychological adjustment, communication, study techniques, behavior management, understanding the unique needs of students with disabilities, and intervention activities;
- Provides psychological interventions and consultation to staff and students in response to crisis events such as natural disasters, death of a classmate or staff member, and personal family tragedies;
- Performs other related duties as assigned.

**Qualifications:**

- **Knowledge of:**
  - Basic principles and strategies of assessment, curriculum, and instruction that are appropriate for individuals with special needs;
  - Applicable and appropriate psychological and achievement appraisal instruments, techniques, and procedures;
  - Social service and youth service agencies in the local area;
  - Social, emotional and behavioral characteristics of pre-school, elementary, and secondary school age students;
  - Evaluation and research techniques, strategies, and procedures;
  - Curriculum and instruction programs beneficial to pupils with special learning needs;
  - Applicable sections of the State Education Code, Board and District policies, procedures and regulations; and
  - Current instructional standards, curriculum and instructional delivery.

**Ability to:**

- Work independently with little direction
- Communicate effectively both orally and in writing
- Work effectively in the absence of supervision
- Establish and maintain cooperative and effective working relationships with others
- Work in a diverse socio-economic and multicultural community
- Maintain consistent, punctual and regular attendance
- Train and evaluate the performance of assigned staff
- Interpret, apply and explain rules, regulations, policies and procedures
- Operate a computer and job-related equipment
- Analyze situations accurately and adopt an effective course of action
- Meet schedules and timelines
- Plan and organize work

Incorporated within one or more of the previously mentioned performance responsibilities, which are essential functions of this job description, are the following essential physical, mental and environmental requirements (reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions):

### **Physical**

- Ability to push, pull, and transport instructional and/or presentation materials
- Ability to communicate so others will be able to clearly understand a normal conversation
- Ability to understand speech at normal levels
- Ability to bend, twist, stoop and reach
- Ability to drive a personal vehicle to conduct business

### **Mental**

- Ability to organize and coordinate schedules
- Ability to analyze and interpret data
- Problem solving
- Ability to communicate with the public
- Ability to read, analyze and interpret printed matter and computer screens
- Ability to create written communication so others will be able to clearly understand the written communication
- Ability to communicate so others will be able to clearly understand a normal conversation
- Ability to understand speech at normal levels

### **Environmental**

- Indoor - frequently
- Outdoor - occasionally
- Ability to work at a desk and in meetings of various configurations

### **Education & Credential**

- Valid California School Psychologist Credential
- Master's Degree or higher
- Must possess a valid driver's license

### **Preferred Qualifications:**

Preference will be given to individuals who possess specific skills that are of benefit to the program. These include, but are not limited to:

- Advanced training, degrees, licenses or certifications - especially in the specific areas of:
  - Social Skills Training
  - Autism
  - Reading Intervention and Acquisition
  - Math Intervention
  - Applied Behavioral Analysis and Intervention
  - Evidenced-based practices
- Fluency in multiple languages.

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