



“Providing a strong educational foundation to all students who are in need of direction and support in learning English and finding their way in a new culture.”

GOVERNING BOARD AGENDA- Regular Board Meeting

Meeting of Friday, August 28, 2020 at 6:30PM

Join Zoom Meeting

<https://us02web.zoom.us/j/83414894412?pwd=L1NyMkNpNG9XTWZuV1RtVmFCTFdmZz09>

Meeting ID: 894 0470 8460

Passcode: q9pUYT

One tap mobile

+16699006833,,89404708460#,,,,,0#,,630522# US (San Jose)

+12532158782,,89404708460#,,,,,0#,,630522# US (Tacoma)

Mission: Iftin Charter School provides students in grades TK-8 an academically rigorous, common core aligned curricula, supplemented with a technology intensive program in a student centered, safe and caring learning environment. ICS addresses the needs of a diverse group of students, their families and communities by building on the strengths of the students' cultural heritage and life experiences. ICS students are educated and enlightened to become successful, lifelong learners and valuable members of the global community.

WELCOME GUESTS / CALL TO ORDER 6:30PM

Roll Call

Faisal Ali	President
Joe Udall	Secretary
Mulki Hersi	Treasurer
Rahmo Abdi	Member
Ibrahim Hassan	Member

PUBLIC COMMENT

PUBLIC COMMENT— Anyone wishing to address the Board on agenda, non-agenda, and/or Closed Session items may do so. Individual speakers will be limited to three (3) minutes. Total public input on any one subject may be limited to fifteen (15) minutes, and may be extended at the discretion of the Board Chairperson. Comments on an agenda item may be taken when the agenda item is discussed by the Board. Comments on non-agenda items will be heard before the Consent Motion.

Consent Items

- A) Approve Meeting Minutes of 7/17/2020 and 7/30/2020

Discussion Items

- A) MOU between Iftin Charter School and San Diego County Board of Education
- B) SDEA COVID MOU
- C) 2019-20 Unaudited Actuals
- D) Instructional Material Proposal

Action Items

- A) Approve MOU between Iftin Charter School and San Diego County Board of Education
- B) Approve 2019-20 Unaudited Actuals
- C) Approve Instructional Material proposal

Closed Session

None.

Report to Open Session

Reportable Action:

Advanced Planning

The next regularly scheduled Governing Board Meeting is to be held on Saturday, September 26, 2020 at 9AM

ADJOURN

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of Iftin Charter School at (619)265-2411. Notification of 48 hours prior to the meeting will enable the School to make reasonable arrangements to ensure accessibility to that meeting (28 CFR 35.102.35.104) If you would like to request any attachments or other public documents, contact Abdi Mohamud at: Mohamud@iftincharter.net



GOVERNING BOARD MINUTES - Special Meeting

Meeting of Friday, July 17, 2020 5:30PM

Join Zoom Meeting

<https://us02web.zoom.us/j/8393889923?pwd=T0pJQWxyWXdQVGZ4dnJBUG5nbE5tdz09>

Meeting ID: 839 3889 9923

Password: 5cpBkT

One tap mobile

+16699006833,,8393889923#,,,0#,,374373# US (San Jose)

+13462487799,,8393889923#,,,0#,,374373# US (Houston)

“Providing a strong educational foundation to all students who are in need of direction and support in learning English and finding their way in a new culture.”

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WELCOME GUESTS / CALL TO ORDER 5:35PM

Roll Call

Faisal Ali	President present
Joe Udall	Secretary present
Mulki Hersi	Treasurer present
Rahmo Abdi	Member absent
Ibrahim Hassan	Member present

PUBLIC COMMENT

PUBLIC COMMENT— Anyone wishing to address the Board on agenda, non-agenda, and/or Closed Session items may do so. Individual speakers will be limited to three (3) minutes. Total public input on any one subject may be limited to fifteen (15) minutes, and may be extended at the discretion of the Board Chairperson. Comments on an agenda item may be taken when the agenda item is discussed by the Board. Comments on non-agenda items will be heard before the Consent Motion.

No Public speakers

CONSENT ITEMS

Faisal Ali: First item on the agenda is to approve consent items. Do I have a motion to approve board meeting minutes for June 19 and June 26, 2020?

Ibrahim Hassan: I motion

Joe Udall: I second.

Motion Hassan **Second** Joe **Ayes** Hassan Abdi Ali Hersi Udall **Nays** N/A **Abstain** N/A **Absent** Abdi



GOVERNING BOARD MINUTES - Special Meeting

DISCUSSION ITEMS

Faisal Ali: I would like to welcome Cara from the NCUST team and the administration team to discuss NCUST services for the 2020-21 school year.

Ali Hori: First I would like to thank the NCUST team for their great service to Iftin Charter. This school year, we've become very successful in developing professional development for all staff with a focus to provide a clear, relevant and data driven outcomes. I appreciate all the support from Cara and Dr. Johnson.

Our Partnership with NCUST, National Center for Urban School Transformation will provide training focused on best practices to support teachers in ensuring a productive collaboration and, increase academic achievement. The training focuses on mapping curriculum to common core standards, implementation of formative assessment and differentiated instruction. Our goal is to accelerate academic achievement in English Language Arts and Mathematics

Faisal Ali: Thank you Mr. Hori. We understand that NCUST is important to our school. Could you please anyone from Admin highlight the specifics of the agreement. In comparing last year agreement, it seems that we've doubled. Please share any data, how it impacted the school and to understand better why it doubled and what you are trying to achieve.

Ali Hori: This is a legitimate questions Mr. Board president. Our services for the 2019-20, NCUST provided 8 hours monthly to Iftin Charter. The make-up these hours include providing professional development to all staff, training for leadership training and coaching the Instructional Leader. We understand that our needs have grown and we feel that additional time and support will make our programs more success, especially in the areas of professional development.

Yolande Charles: I would like to express my deep appreciation for the NCUST team. We started planning for the 2020-21 school year and mentoring of the leadership team. Our outcomes have improved significantly, we are reporting 95% of staff retention. Our school culture has shifted toward a positive environment. Very few behavior referrals. Our instructional practices focus on areas of clarity, student engagement, mastery and progress monitoring and positive school culture.

Ibrahim Hassan: This pandemic took all of us by surprise. We have many families who are not computer literate. How will this organization continue its services during the distance learning?

Faisal Ali: Thank you Mr. Ibrahim, Joe had another question to add, and maybe we can answer them collectively.

Joe Udall: I am a big fan of NCUST. It has really been a game changer for our school. As board, it is our fiduciary responsibility, and we have to uphold the budget.

Faisal Ali: We understand how much value NCUST brings to our campus. Please welcome Cara.

Cara Riggs: Certainly, when you double the amount of a contract, you want to have the conversation of where we've been and what our ideas are to move ahead. We believe more support for Iftin, in the previous contract I was able to only do 8 hours a month. We believe doubling services will make a high impact.



GOVERNING BOARD MINUTES - Special Meeting

Cara Riggs: We are an organization that gets to study, promote and award the best practices of America's highest achieving urban schools in a manner that supports urban districts in transforming teaching and learning.

We've determined campus-wide focus areas and professional development around instruction: Clarity of focus, focus on mastery, assertive monitoring and checking for understanding, high student engagement and positive and healthy classroom culture.

Teachers are clear to students about what they are expected to learn and understand by the end of each lesson. Learning objectives should be posted, referenced multiple times, and students should be able to articulate what they are learning.

Teachers are guided in their planning by the State Standards. They work collaboratively to plan and design lessons that are focused on the standard and include elements in the lesson that ensure that most students get to mastery after the first teach. Students who struggle are given immediate intervention. Students who master the skill early, are given enrichment opportunities.

Teachers use multiple methods throughout the lesson to monitor whether both the class as a whole, and individual students are comprehending and showing evidence of early understanding of the concept being taught. They use that monitoring data to determine who needs extra support or if the concept needs to be retaught. Teachers are intentional about knowing early who gets it and who does not; There is no hoping or guessing.

Teachers collaboratively plan and design lessons that insure high levels of student engagement in every lesson. Students are actively involved in the lesson with a variety of opportunities to have discourse with their peers. They work in groups with clear tasks where all students have a role in the process of the task. There is enthusiasm and excitement evidence in the observation of their speaking, listening, writing and learning. Observers witness more student talk than teacher talk.

Teachers have created a classroom environment where students look forward to be a part of. There is mutual respect between the teacher and students, and amongst all students. The classroom has its own clear understanding around values. Procedures and routines are evident. Progress and achievement is celebrated. The room is bright and welcoming, clean and organized as a place where students want to learn. The Iftin staff has determined the "Iftin Model Classroom," with all of the elements on the list as a goal for every classroom.

We are creating a culture where teachers are observed and given feedback by leadership. Through this process, teachers are becoming more confident in their instructional skills... they are improving... they appreciate the feedback and are becoming a staff that is willing to share and grow together.

The coaching of teachers leads to quality instruction that will be reflected on their appraisals. We don't get better unless we receive safe practice with actionable feedback.

We know that magic happens when teachers work together rather than working in isolation. Collaboration around planning effective lessons based on the rigor of the State Standards is crucial. The Iftin staff has begun to use their collaboration time using the best practices of effective PLC's.



GOVERNING BOARD MINUTES - Special Meeting

Cara Riggs: Iftin teachers receive ongoing, monthly professional development in the areas specified as the instructional focus. They also receive growth opportunities around creating a positive culture in their classrooms. The time is dedicated to teachers continuously growing and learning as a team. The topics are meant to improve their performance in the areas of focus and help them become more confident and skilled at all they do in their classrooms.

In the new proposed agreement, we will provide continued work around team approach, Leadership and NCUSGT will dedicate more time in classrooms, observing, giving feedback and supporting teachers with the purpose of building capacity via coaching, safe practice, peer observation, etc.

Also, regular monitoring of various forms of progress data to drive decisions for next steps in the improvement process. NCUST staff will assist the Iftin staff in the process of creating the new teacher appraisal process.

Lastly, NCUST staff will conduct an Equity & Excellence audit that will give us a look at Iftin through the lens of what happens in high performing urban schools we have studied and awarded. A report with findings and recommendations will be written and shared with the Iftin school community.

Faisal Ali: How would we do an equity audit, given the current pandemic situation and virtual model of instruction.

Cara Riggs: Unfortunately, we cannot perform equity audit virtually, but we can certainly conduct the audit when we return back to full instruction.

Faisal Ali: Thank you for your time Cara. We will now move to the next item. Resolution to establish a fund 62.

Abdi Mohamud: Under Iftin's new authorization under SDCOE, we will need to establish a new treasury account, and establish a contract with SDCOE for independent charter school retirement reporting.

Iftin will need to establish a new treasury account that falls under the SDCOE umbrella so that future retirement payments, and state revenue apportionments can be processed. SDCOE does not have the ability to process transfers to the existing Iftin treasury account under SDUSD. In order to do that the board will need to approve a "Resolution to Establish a Fund 62"

Also, Under the authorization of SDCOE, we will report our retirement files directly to SDCOE.

Faisal Ali: Thank you Abdi. If anyone has questions feel free.

Faisal Ali: We can now move on to the next item on the agenda. Student technology equipment.

Abdi Mohamud: As you are all aware the distance learning and the demand to have devices available for all students. We wanted to ensure that if we go into the hybrid model, we would have devices available at the school site and while allowing students to have devices at home.

Faisal Ali: How many quotes do we have for these purchases?

Abdi Mohamud: We have only one quote from CDW-G, same vendor we have used for almost 3 year.



GOVERNING BOARD MINUTES - Special Meeting

Faisal Ali: The reason why I asked, we require at least a minimum of three quotes. Before we consider making purchase that exceeds ten thousand dollars.

Action Item

Faisal Ali: First action item is to approve (NCUST) National Center of Urban School Transformation services. Do I have a motion?

Ibrahim Hassan: I motion.

Joe Udall: Can we motion to table the item?

Faisal Ali: Ok. Do I have a motion to table Item A to next board meeting?

Mulki Hersi: I motion.

Joe Udall: I second.

Motion Hersi **Second** Udall **Ayes** Ali Hersi Udall **Nays** Hassan **Abstain** N/A **Absent** Abdi

Faisal Ali: Do I have the motion to Resolution to Establish a Fund 62?

Joe Udall: So, moved.

Ibrahim Hassan: I second.

Motion Udall **Second** Hassan **Ayes** Hassan Ali Hersi Udall **Nays** N/A **Abstain** N/A **Absent** Abdi

Faisal Ali: Do I have a motion to table item C. CDW-G quote until next meeting?

Joe Udall: So, moved.

Mulki Hersi: I second.

Motion Udall **Second** Hersi **Ayes** Hassan Ali Hersi Udall **Nays** N/A **Abstain** N/A **Absent** Abdi

Report to Open Session

Reportable Action: None

Advance Planning

The next regularly scheduled Governing Board Meeting is to be held on **Friday, July 31, 2020** at 5:30 pm.



GOVERNING BOARD MINUTES - Special Meeting

Adjournment 6:56 pm

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of Iftin Charter School at (619)265-2411. Notification of 48 hours prior to the meeting will enable the School to make reasonable arrangements to ensure accessibility to that meeting (28 CFR 35.102.35.104) Additional questions can be sent to Board Secretary, Joe Udall, at mrudalliftin@gmail.co

Unofficial



GOVERNING BOARD MINUTES - Regular Meeting

Meeting of Thursday, July 30, 2020 5:30PM

Join Zoom Meeting

<https://us02web.zoom.us/j/89404708460?pwd=OFVVVVRGNDg2Z2NON292czlPKy9KQT09>

Meeting ID: 839 3889 9923

Password: 5cpBkT

One tap mobile

+16699006833,,83938899923#,,,,0#,,374373# US (San Jose)

+13462487799,,83938899923#,,,,0#,,374373# US (Houston)

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WELCOME GUESTS / CALL TO ORDER 5:35PM

Roll Call

Faisal Ali _____	President present
Joe Udall _____	Secretary present
Mulki Hersi _____	Treasurer present
Rahmo Abdi _____	Member absent
Ibrahim Hassan _____	Member present

PUBLIC COMMENT

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No Public Speakers

CONSENT ITEMS

DISCUSSION ITEMS

Faisal Ali: So, it looks like we don't have any public comments this evening. We will proceed with the CEO/Principal report. Take it away.

Maslah Yussuf: Thank you so much Mr. Board President and all members. We really appreciate your leadership. I will share my report.



GOVERNING BOARD MINUTES - Regular Meeting

Maslah Yussuf: This is my first report. I will share the overarching goal of the school, our core values, the upcoming school year model, analysis of the surveys of the stakeholders, new staff, SDUSD to SDCOE transition and MOU. Lastly, I will answer any questions, concerns or comments.

Our vision of this school year is that Iftin Charter School should be in full compliance with both the spirit and letter of our charter petition by focusing all of our energies on one clear and measurable goal:

Preparing underachieving students from underserved cultural and linguistic backgrounds, most of whom are the first in their families to attend high school, or college, to thrive in their post-graduation academic and career pursuits.

Every element of the school's program is designed to support these students and their families in their efforts to achieve academic success in high school, college and beyond.

Our leadership core values will guide our school work and by which we will hold ourselves accountable and be held accountable by our stakeholders are:

Growth mindset where all staff and students have the ability to learn and grow at high-levels.

Respectful, compassionate and servant leadership.

Building trust with all stakeholders through dependability, honesty and follow-through.

Building a welcoming and loving-kind school culture.

Regular, clear communications to insure clarity.

On Friday, July 17, the governor announced new California schools reopening rules such as:

Schools must not reopen for in-person learning until the counties in which they are located are off of the state coronavirus "Watch List" for at least 14, consecutive days.

State mandates that all schools who reopen follow state guidelines such as wearing face-coverings, maintaining social distancing, doing testing every day and take temperatures as students and staff arrive, ensuring adequate supplies to support health hygiene behaviors.

For the schools that cannot reopen because of the criteria mentioned, the governor said for distance-learning, we want to create a challenging environment where assignments are equivalent to in-person instructions. He also said, we want daily live interactive contact between teachers and students.

Since our goal is to meet the academic, socio-emotional, health and safety of our students, we are doing everything we can to craft strategic plan that puts the academic, social and emotional well-being of our students and families at the center. Research has shown that English language learners, students from low-income families, students with disabilities, homeless students and those without access to technology have had difficulties in the distance-learning model.



GOVERNING BOARD MINUTES - Regular Meeting

Maslah Yussuf: I would like to share this survey analysis from all stakeholders. In order to get accurate feedback from our stakeholders about the upcoming school year model, we conducted two separate surveys: one for the teachers and one for the parents, students and other community members.

94% of teachers responded to the survey. 72% of our teachers support either full in-person instruction or hybrid. 28% of the teachers support only distance-learning in the first few weeks by following SDUSD model. Our teachers care about the well-being and needs of their students and this shows their unwavering commitment.

Our community responded. 85% of the respondents are parents. 15% of the respondents are students. 85% of respondents would prefer in-person instructions. 15% of respondents prefer online or hybrid model.

We hired new staff members as follows after assessing our school personnel needs. We added 1 primary grade teacher. Part-Time school psychologist and a technology coordinator.

We received today the MOU proposal and it may take us few days to read it, understand, consult our counsel and resend to the county. Here is the summary of the all the meetings about the transitioning from SDUSD to SDCOE which Abdi will talk about.

Abdi Mohamud: I will summarize the some of the meetings we had with SDCOE and SDUSD in the efforts to make the transition.

Early in June, we held a meeting with SDUSD charter division. We discussed the FOOD SERVICES transition with Susan Park and Jennifer Marrone. We will be moving on to transition of vended model, meaning SDUSD will continue to provide food services and we will be required to do all the reporting to CDE.

We had network transition will take one to two years. The process requires that we apply for the E-RATE funds to support the transition. The application process will open on October.

We've identified several vendors to make the transition smooth.

Maslah Yussuf: Thank you Abdi. Again, Board we thank you for your time and we do appreciate your leadership. If you have any questions you can ask myself, Abdi, Ali and Yolande.

Ali Hori: Thank you Board, Maslah, Abdi and Yolande. I appreciate your dedication and commitment to Iftin Charter School. We are waiting to see the direction of CDC, County health and CDE in planning our reopening plan.

Faisal Ali: Just a quick comment. It seems that majority of our staff, parents and students prefer in person instruction rather than distance learning. Obviously, it's out of our control and the safety of everyone is priority. I hope we will do whatever we can to make it possibility if the County will allow us.



GOVERNING BOARD MINUTES - Regular Meeting

Joe Udall: Thank you for the report Maslah. I thought it was a great presentation. One thing I hope to see more is that we utilize the survey as often as possible. A great tactic to gather useful information from all stakeholders. These are very positive core values and we can utilize survey to show how we are meeting those goals and values.

Maslah Yussuf: Thank you Joe for all your comments.

Mulki Hersi: I want to thank everyone for your great work. I would encourage that we bring more training opportunities for parents given these times of the Pandemic. So that they can best support their children at home. Again, thank you everyone.

Faisal Ali: Thank you Mulki. We will now move to NCUST presentation from Yolande.

Yolande Charles: Hello everyone. Just briefly to highlight the NCUST services, 16 hours dedicated to Iftin monthly. Which covers, Professional Development for Teachers, Coaching/Mentoring Leadership Team and training provided for Instructional Aides, Iftin Board and Iftin Parents.

Ethics and Equity Audit at the beginning of the year, even if in a Virtual Model, to help Iftin identify our strengths and growth areas that will be used for developing a leadership strategic plan and LCAP based on real data. Iftin Leadership and teachers will visit and observe NCUST High Performing Schools. Iftin Leadership and teachers will attend the NCUST's Annual Symposium/Conference

Virtual or in person will have same outcomes. Equity and Excellence Audit provides school leadership a clear status of the school from all stakeholders. It is used to develop leadership strategic plan and LCAP. Narrow coaching/mentoring of leadership team. Development of Teacher Evaluation System. Unified, clear and expected walk through and regular classroom visits that provide teacher's with support and coaching throughout the year. Clear evaluation tool used to evaluate teacher and their implementation around the four focus areas and the California Professional Teaching Standards. Coaching and Mentoring of leadership on how to observe, coach, meet and hold teacher performance meetings virtually. Professional Development around focus areas and strengthened PLC and committees. Finally, they will provide an ongoing training for Iftin School Board.

Faisal Ali: Thank you Ms. Charles.

Faisal Ali: If you don't have any questions, we can now proceed to agenda items. Does anyone have any question about the hiring and recruitment policy?

Rahmo Abdi: I don't have any questions the language is standard.

Joe Udall: I recommend to update charter vision with all new policies.

Action Item

Faisal Ali: Do I have a motion to approve NCUST as is?

Ibrahim Hassan: I motion.

Joe Udall: Second.



GOVERNING BOARD MINUTES - Regular Meeting

Motion Hassan Second Udall Ayes Ali Hersi Hassan Abdi Udall Nays Abstain N/A Absent N/A

Faisal Ali: Do I have a motion to approve Approve SDCOE agreement for retirement reporting services

Joe Udall: So, moved.

Mulki Hersi: I second.

Motion Udall Second Hersi Ayes Hassan Ali Hersi Abdi Udall Nays N/A Abstain N/A Absent N/A

Faisal Ali: Do I have a motion to Approve Student Chromebook devices quote?

Joe Udall: So, moved.

Rahmo Abdi: I second

Motion Udall Second Abdi Ayes Hassan Ali Hersi Abdi Udall Nays N/A Abstain N/A Absent N/A

Faisal Ali: Do I have a motion to Approve Board Calendar 2020-21?

Joe Udall: So, moved.

Rahmo Abdi: I second

Motion Udall Second Abdi Ayes Hassan Ali Hersi Abdi Udall Nays N/A Abstain N/A Absent N/A

Faisal Ali: Do I have a motion to Approve Hiring & Recruitment & Anti-Nepotism Policy?

Joe Udall: So, moved.

Mulki Hersi: I second.

Motion Udall Second Hersi Ayes Hassan Ali Hersi Abdi Udall Nays N/A Abstain N/A Absent N/A

Faisal Ali: Do I have a motion to Approve Org Chart and to amend the org chart to include technology coordinator.

Mulki Hersi: I motion.

Ibrahim Hassan: I second.

Motion Hersi Second Hassan Ayes Hassan Ali Hersi Abdi Udall Nays N/A Abstain N/A Absent N/A

Faisal Ali: Do I have a motion to Approve Admissions and Enrollment Policy 5005-05?

Ibrahim Hassan: I motion.

Joe Udall: Second.



GOVERNING BOARD MINUTES - Regular Meeting

Motion Hassan Second Udall Ayes Ali Hersi Hassan Abdi Udall Nays Abstain N/A Absent N/A

Faisal Ali: Do I have a motion to Approve Fiscal Policy 2020-21?

Mulki Hersi: I motion.

Joe Udall: Second.

Motion Hersi Second Udall Ayes Ali Hersi Hassan Abdi Udall Nays Abstain N/A Absent N/A

Faisal Ali: Do I have a motion to Approve SB75 Complaint Notice and Form?

Joe Udall: So, moved.

Mulki Hersi: I Second.

Motion Udall Second Hersi Ayes Ali Hersi Hassan Abdi Udall Nays Abstain N/A Absent N/A

Faisal Ali: Do I have a motion to Approve Uniform Complaint Policies?

Ibrahim Hassan: I motion.

Joe Udall: I second.

Motion Hassan Second Udall Ayes Ali Hersi Hassan Abdi Udall Nays Abstain N/A Absent N/A

Faisal Ali: Do I have a motion to Approve Job Descriptions?

Rahmo Abdi: I motion

Mulki Hersi: I second.

Motion Abdi Second Hersi Ayes Ali Hersi Hassan Abdi Udall Nays Abstain N/A Absent N/A

Faisal Ali: Do I have a motion to Approve Procedures for Internal Resolutions?

Joe Udall: So, moved.

Rahmo Abdi: I second.

Motion Udall Second Abdi Ayes Ali Hersi Hassan Abdi Udall Nays Abstain N/A Absent N/A

Faisal Ali: Do I have a motion to Approve Suspension and Expulsion Policies and Procedures?

Rahmo Abdi: So, moved.

Mulki Hersi: I second.



GOVERNING BOARD MINUTES - Regular Meeting

Motion Abdi **Second** Hersi **Ayes** Ali Hersi Hassan Abdi Udall **Nays** **Abstain** N/A **Absent** N/A

Report to Open Session

Reportable Action: None

Advance Planning

The next regularly scheduled Governing Board Meeting is to be held **on Friday, July 31, 2020** at 5:30 pm.

Adjournment 7:10 pm

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MEMORANDUM OF UNDERSTANDING

by and between

SAN DIEGO COUNTY BOARD OF EDUCATION

AND Iftin Charter School

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by and between the San Diego County Office of Education ("SDCOE") and Iftin Charter School, a nonprofit public benefit corporation ("Nonprofit") operating the Iftin Charter School ("Iftin Charter School" or "Charter School", together with SDCOE, the "Parties").

1. RECITALS

- (a) The San Diego County Board of Education ("County Board") is the governing elected body of the SDCOE, administered by the San Diego County Superintendent of Schools ("SDCSS"). SDCOE and SDCSS are referred to interchangeably herein unless otherwise specified.
- (b) Iftin Charter School is a California non-profit public benefit corporation that operates Iftin Charter School, a public charter school existing under the laws of the State of California and under the chartering authority oversight of the County Board. Iftin Charter School, the nonprofit public benefit corporation, shall be responsible for, and have all rights and benefits attributable to, the Charter School as further outlined herein. Wherever this Agreement obligates the Charter School to a course of action or prohibits or limits the Charter School from a course of action, the Nonprofit shall also be required to fulfill such obligation and be subject to such prohibition or limitation. No other corporation, aside from the Nonprofit, shall operate the Charter School within the meaning of Education Code section 47604 unless a material revision to the Charter is requested and approved pursuant to the requirements of the Charter Schools Act.
- (c) The County Board authorized the Charter School, and exercises oversight of it through the SDCOE. This Agreement is intended to outline the agreement of Charter School and the SDCOE governing their respective fiscal and administrative responsibilities, their legal relationships, the provision of special education services and the operation of the Charter School.
- (d) On appeal following nonrenewal of the Charter School's charter petition by the San Diego Unified School District, the County Board conditionally approved the Charter School's renewal petition ("Renewal Petition") for a five year term of July 1, 2020 to June 30, 2025, on May 13, 2020, provided that the Charter School enters into this MOU with SDCOE, prior to commencement of instruction, to address, reconcile and/or resolve the Findings presented in the Staff Report.
- (e) Written modifications of this Agreement may be made by agreement as set forth in section 2.(a)(iii) below.

- (f) The terms of this Agreement are intended by both Parties to become part of the conditions, standards and procedures set forth in the Charter document (“Charter”).
- (g) If the Parties discover any terms of this Agreement conflict with the terms of the Charter, this Agreement shall control the handling or resolution of the issue in question. To the extent that this Agreement is inconsistent with any of the terms of the Charter, both Parties shall meet to amend the Agreement to reach consistency, if the inconsistency is material to the terms of the Charter. If the Parties do not reach agreement regarding the consistency or materiality, the Parties agree to follow the procedures for dispute resolution as stated in the Charter.

2. **AGREEMENTS**

(a) **Term**

- (i) The term of this Agreement shall be coterminous with the term of the Charter granted to the Charter School on May 13, 2020. This Agreement shall be effective on July 1, 2020, upon approval of the Charter School’s governing board, and will remain in place through June 30, 2025, or until otherwise terminated in accordance with this Agreement.
- (ii) If the County Board revokes or does not renew the Charter, this Agreement is terminated automatically, irrespective of whether the Charter receives approval by the State Board of Education (“SBE”), or any other authorizing entity. This Agreement shall terminate automatically upon closure of the Charter School for any reason, after closure activities have been completed. “Closure” means that all legally required closure processes are completed, including completion of a final audit as required by law. Only the indemnification clauses in this Agreement survive closure.
- (iii) No oral or other agreements or understanding shall be effective to modify or alter the written terms of the Agreement. This Agreement may be amended or modified only by mutual written agreement, executed by duly authorized representatives of both Parties. Such modification must specifically indicate the Parties’ intent to modify or amend this Agreement.
- (iv) The duly authorized representative of the County Board is the SDCSS or any designee thereof. In order to ensure consistency in communications, all communication regarding any aspect of the operation of the Charter School shall be initiated by the designated representative of the Charter School with the SDCSS, unless the SDCSS delegates this function to another officer of the SDCOE. The duly authorized representative of the Charter School is the President or designee.

(b) **State Funding under the Local Control Funding Formula**

- (i) The Charter School will be funded in accordance with the Local Control Funding Formula (“LCFF”). Charter School will receive base funding and may receive supplemental, and concentration grants. Charter School will be responsible for providing the California Department of Education (“CDE”) with all data required for funding and will comply with all laws and regulations as developed by the Legislature and SBE. All information provided by Charter School shall be truthful and accurate.
- (ii) LCFF includes accountability requirements. Charter School is required to develop, adopt, and annually update a Local Control and Accountability Plan (“LCAP”) using a template adopted by the SBE.
- (iii) The Charter School shall comply with the requirements of law in developing its LCAP including but not limited to:
 - (1) Consultation with teachers, principals, administrators, other school personnel, parents, and pupils in developing the LCAP and annual update;
 - (2) Hold at least one public hearing to solicit recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP or annual update. The agenda for the public hearing shall be posted at least 72 hours before the public hearing, and the LCAP and annual update shall be made available for public inspection at each site operated by the Charter School;
 - (3) On or before July 1 of each year, hold a public hearing to adopt the LCAP.
 - (4) Submit the LCAP and annual update to the SDCSS by or before July 1 of each year, and post on the Charter School’s website.
- (iv) The Charter School shall comply with all accountability measures, as may be revised by SBE from time to time, as well as the following:
 - (1) Applicable SBE regulations regarding the LCAP, including but not limited to all requirements to use supplemental and concentration grant funds, as appropriate, “to increase and improve” services for targeted students.
 - (2) Address all applicable California Priority Areas and required metrics in the LCAP.
 - (3) Comply with Education Code section 47607.3 and cooperate with SDCOE, the SDCSS, and the California Collaborative for Education Excellence if technical assistance is necessary.
 - (4) Charter School shall ensure that all LCFF funds are spent in accordance with the requirements of the law.

- (v) The Charter School shall comply with any and all Common Core State Standards (“CCSA”) requirements currently in effect, or which go into effect during the period of Charter School’s operation.
 - (vi) The Charter School shall elect to receive funding from the State directly, pursuant to Education Code section 47651.
 - (vii) Grants written by and obtained by Charter School will come directly to Charter School and not go through the SDCOE.
 - (viii) The Charter School agrees to comply with all applicable laws and regulations related to receipt and expenditures of funds, including all those under the Charter Schools Act.
 - (ix) The Charter School agrees that any material change in the governance of the Charter School requires a material revision, approved by the County Board at a duly noticed meeting.
 - (x) Should the Charter School, as an entity separate from the Nonprofit, cease to exist (by revocation or nonrenewal of its charter or by voluntary closure), and upon a final audit and the payment of, or provision for payment of, all debts and liabilities of the Charter School, any public funds held by or for the Charter School and any assets of the Charter School purchased with public funds shall be distributed in accordance with the terms of the Charter.
- (c) **Legal Relationship**
- (i) The Parties recognize that the Charter School is a separate legal entity from SDCOE that operates under the supervisory oversight of the SDCOE. The Charter School is operated as a non-profit public benefit corporation. The Charter School shall use best efforts to maintain compliance with its Bylaws and revise them as necessary to sync with applicable laws and/or current operations.
 - (ii) The Charter School shall be wholly and independently responsible for Charter School’s operations and shall manage its operations efficiently and economically as described in the Charter and its annual budget. The SDCOE, SDCSS, and County Board shall not be liable for the debts or obligations of the Charter School, for claims arising from the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by the Charter School, and the Charter School agrees to indemnify County Board, SDCSS, and SDCOE, its employees, and agents against any such claims as set forth in the Charter and this Section. The Charter School will not in any case attempt to avoid a debt, liability or obligation or otherwise shift any debt, liability or obligation to SDCOE, SDCSS, and County Board, regardless of whether SDCOE, SDCSS, and County Board have performed the oversight responsibilities described in Education Code Sections 47604.32 and 47605(m), unless the debt, liability or obligation is due to the negligence or intentional act of the County Board, SDCSS, or SDCOE.

- (iii) The Charter School shall not have the authority to enter into a contract that would bind the SDCOE, SDCSS, or County Board, nor to extend the credit of the SDCOE, SDCSS, or County Board to any third person or party. The Charter School shall clearly indicate to vendors and other entities and individuals outside the SDCOE, SDCSS, or County Board with which or with whom the Charter School enters into an agreement or contract, that the obligations of the Charter School under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the SDCOE, SDCSS, or County Board.
- (iv) The Charter School shall notify the SDCOE in writing before it incurs a debt or sells receivables in an amount greater than twenty-five thousand dollars (\$25,000), setting forth the amount of debt, the lender, and the general terms of the agreement. Advance notice shall include the amount of the loan or sale of receivables, a description of the need for the loan or sale or receivables, the terms, the plan for repayment if a loan, and a cash flow schedule. It is agreed that all loans and sales of receivables sought by the Charter School shall be authorized in advance by the governing board of the Charter School and shall be the sole responsibility of the Charter School. Upon request, the Charter School shall provide information regarding any such loan to the requesting agency pursuant to Education Code section 47604.3.
- (v) It is further agreed that all loans distributed by the Charter School to any other entity, including the Nonprofit, shall be authorized in advance by the governing board of the Charter School and shall be the sole responsibility of the Charter School. The Charter School shall notify SDCOE, in writing, no later than ten (10) days prior to providing loan funding to any other entity. Advance notice shall include the amount of the loan, a description of terms of the loan, and the plan for repayment, including a cash flow schedule. Upon request, the Charter School shall provide information regarding any such loan to the requesting agency pursuant to Education Code section 47604.3.
- (vi) The Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the SDCOE, SDCSS, or County Board, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against SDCOE and/or the County Board, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the Charter School's performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by the Charter School, its Board of Directors, administrators, employees, agents, representatives, volunteers, successors and assigns. This indemnity and hold harmless provision shall exclude actions brought by third persons against the SDCOE, SDCSS, or County Board arising out of any negligence or intentional acts of the

personnel of the SDCOE, SDCSS, or County Board or solely out of any acts or omissions of the personnel of the SDCOE, SDCSS, or County Board that are not otherwise related to or connected with the Charter School and/or its personnel. This indemnification clause shall survive termination of this Agreement.

- (vii) The Charter School will comply with all applicable state and federal laws, including, without limitation, Education Code section 47604.1, the Ralph M. Brown Act (Gov. Code, § 54950 et seq.), the California Public Records Act (Gov. Code, § 6250 et seq.), and conflict of interest laws applicable to charter schools in California, including without limitation, the Political Reform Act (Gov. Code, § 87100) and Government Code section 1090 et seq.
- (viii) The Charter School shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Educational Rights and Privacy Act of 1974 (20 U.S.C.A. §1232g), all applicable state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C.A. § 6301, et seq.) and agrees to take appropriate remedial action if notified by the SDCOE, State of California, and/or Office of Civil Rights or other federal or state administrative agency charged with enforcement of these laws, of a violation of any of the foregoing.
- (ix) To the extent necessary to discharge its reasonable supervisory oversight activities, the Charter School hereby designates the employees of the SDCOE as having a legitimate educational interest such that prior written consent from the parent is not required before Iftin grants access to the Charter School's education records under the Federal Educational Rights and Privacy Act ("FERPA") and related state laws regarding student records. At a minimum, such records include emergency contact information, health and immunization data, attendance summaries, and academic performance data from all statewide student assessments pursuant to Education Code section 60600, et seq.

Any complaints or concerns (including complaints filed with OCR, CDE, EEOC, or FEHA) received by the SDCOE about any aspect of the operation of the Charter School or about the Charter School shall be forwarded by the SDCOE to the Charter School for the Charter School to attempt to resolve. The SDCOE may request that Charter School inform the SDCOE of how such concerns or complaints are being addressed, and the Charter School shall provide such information. The Charter School shall maintain a Uniform Complaint Procedure adopted in accordance with California Code of Regulations, Title 5, sections 4600 et seq., and process its own uniform complaints consistent with its procedure. The SDCOE retains the authority to investigate any complaints received, in its sole discretion.

(d) **Terms of the Conditional Approval**

- (i) On May 13, 2020, the County Board approved the Charter School's Charter, provided that the Charter School enters into this MOU with SDCOE, prior to commencement of instruction, to address, reconcile and/or resolve the Findings presented in the Staff Report.
- (ii) By December 31, 2020, unless otherwise stated in the condition, the Charter School shall comply with each of the following conditions in order to address, reconcile and resolve the Findings presented in the Staff Report:
 - (1) Starting by the 2022-2023 school year, Charter School shall begin the process to become a WASC accredited school. No later than June 30, 2023, and on June 30 every year thereafter, Charter School shall provide documentary evidence to SDCOE reflecting concrete steps Charter School has taken in that school year to work toward obtaining WASC accreditation. Said evidence shall clearly indicate Charter School's status toward obtaining accreditation, including an anticipated date accreditation will be achieved.
 - (2) Charter School shall submit to the SDCOE on or before the first day of each semester each year staff rosters of all certificated and non-certificated staff members employed by the Charter School, indicating the position in which each staff member is employed. Charter School shall submit to the SDCOE a Board adopted staff retention plan consistent with its collective bargaining agreement no later than fifteen (15) days after this Agreement is fully executed. If staff attrition rises above ten (10) percent at any time during a given school year, Charter School shall provide notice to SDCOE within ten (10) days, along with a written report describing concrete steps the Charter School is taking to implement its staff retention plan.
 - (3) Charter school shall submit monthly records reflecting the number of staff members who have been hired, resigned and/or released, to include reasons for each staff member who resigned and/or was released to the extent that information is available. Records shall be provided by the **15th of each month**, for the month prior, and shall indicate the staff member name and position, and whether the staff member is a relative of, or is otherwise related to, a current Charter School administrator, Board member or other staff member.
 - (4) Charter School staff will attend at least 80% of SELPA meetings/Professional Learning per fiscal year.
 - (5) Charter School shall submit to the SDCOE, no later than fifteen (15) days after this Agreement is fully executed, a copy of its hiring policies and procedures demonstrating measures in place to ensure an equitable and fair hiring process, including the Charter School's policies and procedures related to nepotism.

Charter School shall fully comply with said policies and procedures, and shall respond to all reasonable inquiries from SDCOE regarding said policies and procedures.

- (6) Charter School shall submit to SDCOE, no later than fifteen (15) days after this Agreement is fully executed, detailed job descriptions for all of its current classified and certificated positions. No employee shall be hired into a position unless a job description is provided to SDCOE.
- (7) Charter school shall submit to the SDCOE a revised budget, to include multi-year projections and cash-flow analysis by no later than fifteen (15) days after this Agreement is fully executed.
- (8) Charter School shall provide SDCOE with copies of all civil, criminal, and administrative complaints, investigations, or actions to which the Charter School is a party, within fifteen (15) days of Charter School receiving or initiating said complaints or actions. Charter School shall provide SDCOE with copies of any and all settlement agreements it enters into with any party, related to the dismissal of a civil or administrative complaint, investigation, or action to which the Charter School is a party, or otherwise.
- (9) Charter School will notify and provide SDCOE with all board agendas and public agenda packets, 72 hours in advance of a regular meeting, or 24 hours in advance a special board meeting.
- (10) Charter School will establish a calendar to review all school policies at least every two years, and shall review all school policies according to the calendar. Charter School shall provide the board policy review calendar for the upcoming school year to SDCOE no later than fifteen (15) days after this Agreement is fully executed. Charter school shall provide written confirmation to SDCOE on July 15 each year after it has reviewed its school policies.
- (11) Charter will provide SDCOE with monthly warrant reports by the **15th of every month**, to ensure compliance with fiscal and conflict of interest policies. SDCOE shall provide Charter School with information indicating which documents constitute the "warrant reports" required under this section.
- (12) Charter School shall execute a written agreement with all vendors in accordance with Section (7)(b) of this Agreement, and with all other consultants and independent contractors. Charter School shall provide SDCOE with copies of said agreements upon request. In addition to the requirements of Section (7)(b), Agreements shall include the name of the vendor, consultant or independent contractor, a detailed scope

of services to be provided, and all fees to be paid by the Charter School under the agreement.

- (13) Charter School will provide the SDCOE with written procedures/policies to ensure that the CDE form is being distributed to families when a parent, guardian, or pupil inquires about enrollment; before conducting an enrollment lottery; and before disenrollment of a pupil, as prescribed in Education Code 47605(e)(4). Charter School shall fully comply with these policies/procedures, and shall respond to all reasonable inquiries from SDCOE regarding said procedures/policies.
- (14) The Charter School will develop goals aligned with each of the eight (8) California state priority areas complete with at least bi-annual metrics for analyzing goal progress and submit to SDCOE no later than **December 15, 2020**. Submission of a legally compliant Learning Continuity and Attendance Plan for 2020-2021 will satisfy this requirement.
- (15) The Charter School will develop goals for all pupil subgroups performing below the state average on CAASPP scores in the 2018-2019 school year, including a program description for meeting goals and metrics for analyzing goal progress. Charter School shall submit goals to SDCOE no later than **December 15, 2020**. Submission of a legally compliant Learning Continuity and Attendance Plan for 2020-2021 will satisfy this requirement.
- (16) The Charter School will sign up for and attend the SDCOE Draft LCAP Review in Spring 2021, and subsequently ensure that all priority areas and metrics are incorporated with the Charter School's LCAP.
- (17) Charter School will provide a governance and organization chart demonstrating the relationship between the governing Board, Charter School, administration, and staff at the Charter School no later than fifteen (15) days after this Agreement is fully executed.
- (18) Charter School will ensure that parents have an opportunity to participate in governance, including but not limited to the ability of all members of the public to speak on agenda items and non-agenda items at every regular Board meeting and to speak on agenda items at every special Board meeting. Charter School shall submit a parent participation and engagement plan to SDCOE no later than fifteen (15) days after this Agreement is fully executed.
- (19) Charter School will provide a written document expanding on the current Bylaws, describing a specific process that outlines how Board members are recruited, qualifications of Board

members, how qualifications are considered, and how Board members are ultimately selected and appointed.

- (20) No later than fifteen (15) days after this Agreement is fully executed, Charter School shall update its Statement of Information with the California Secretary of State and provide a copy of the same to SDCOE. Charter School shall thereafter update its Statement of Information within thirty (30) days after a change in governance necessitating such an update, and shall provide a copy of the revised Statement of Information to SDCOE within that same timeframe.
- (21) Should a Board member resign before the end of a Board member's term, the Charter School shall provide notice to SDCOE within ten (10) days, along with a written plan evidencing concrete steps the Charter School will take to retain remaining and future Board members.
- (22) Charter School will provide rosters and meeting minutes for School Site Committee (SSC) and English Learner Advisory Committee (ELAC). Meeting minutes shall be provided within five (5) business days after their approval by the SSC or ELAC, which approval shall occur no later than the next SSC or ELAC meetings.
- (23) The Charter School will provide copies of all policies, regulations, handbooks, and procedures governing the Charter School's operations, including all policies, regulations, handbooks, and procedures referenced in the charter petition. Charter School shall respond to all reasonable inquiries from SDCOE regarding all of the above.
- (24) Charter School will provide a written process for filing of Form 700's for the Charter School that is compliant with the Political Reform Act.
- (25) Charter School will provide signed, filed copies of all Form 700s to SDCOE by **April 15 each year**.
- (26) Charter School will provide written policies and/or procedures for resolving internal complaints and disputes no later than fifteen (15) days after this Agreement is fully executed. Charter School shall fully comply with said policies and/or procedures, and shall respond to all reasonable inquiries from SDCOE regarding said policies and/procedures.
- (27) The Charter School will update their Uniform Complaint Procedure process and policy, consistent with legal requirements and deficiencies identified in the Staff Report, and post required documents prominently on the Charter School's webpage no later than fifteen (15) days after this Agreement is fully executed. Updates shall include the following:

- a. Ensure investigations of discrimination, harassment, intimidation, or bullying are conducted in a manner that protects the confidentiality of the parties and maintains the integrity of the process
 - b. Ensure forms includes reference all categories of protected individuals identified in Education Code sections 200 and 220 and Government Code section 11135
- (28) The Charter School will update its suspension and expulsion policies and procedures to ensure compliance with AB 982 (2019) no later than fifteen (15) days after this Agreement is fully executed. Once updated and Board approved, the Charter School will provide a copy to the SDCOE.
- (iii) The SDCSS, at its sole discretion, shall determine whether Charter School has complied with the terms of this Section 2(d), including the conditions set forth herein at subdivision (ii). Failure to comply with any condition or term of this Section 2(d) at any time, in whole or in part, shall constitute a material breach of the Agreement. A material breach of this Agreement shall constitute a material violation of the conditions, standards, or procedures set forth in the Charter, for purposes of revocation under Section 47607.
- (iv) If the SDCSS determines, in its sole discretion, that Charter School has materially breached this Agreement for any reason, including but not limited to as set forth in subdivision (iii) of this Section (2)(d), the SDCSS shall notify the Charter School in writing of the material breach, including facts supporting the SDCSS' determination a material breach has occurred. Charter school shall have thirty (30) days from the date said notice is delivered to the Charter School to cure the material breach to the satisfaction of the SDCSS. This 30-day deadline may be extended upon mutual agreement between the SDCSS and the Charter School. If the SDCSS determines, in its sole discretion, that Charter School has failed to cure the material breach, the SDCSS may initiate revocation proceedings against Charter School pursuant to Education Code section 47607.
- (v) Charter School waives all rights under Education Code section 47607, subdivision (g), and agrees that SDCSS and SDCOE shall not be required to provide Charter School with a Notice of Violation or opportunity to remedy, pursuant to Education Code section 47607, subdivision (g), prior to proceeding to revoke Charter School's Charter pursuant to subdivision (h) for a material breach of this Agreement, except as provided in this Agreement. Prior to the SDCOE taking such action to revoke Charter School's Charter for a material breach of this Agreement, the SDCOE shall follow the procedures in Education Code section 47607, subdivision (h) and provide the Charter School a fair opportunity to be heard at a meeting of the County Board, consistent with subdivision (h).
- (vi) Notwithstanding subdivisions (iii)-(v) of this Section 2(d), the County Board may immediately revoke the Charter School's Charter at any

time, pursuant to California Code of Regulations, title 5, section 11968.5.3, if the County Board determines that any violation under Education Code section 47607, subdivision (f), constitutes a severe and imminent threat to Charter School pupil health and safety.

- (vii) The Parties have bargained for and expressly agree that the rights and obligations of each party contained in this Agreement constitute sufficient consideration supporting this Agreement.

(e) **Oversight Obligations.**

SDCOE oversight obligations include, but are not limited to, the following:

- (i) Review and revision of this Agreement and any subsequent agreements, material revisions to the Charter, and the relationship between the Charter School and the County Board.
- (ii) Monitoring performance and compliance with the Charter and with applicable laws, including, without limitation, by way of the following:
 - (1) Identifying at least one staff member as a contact person for the Charter School;
 - (2) Visiting the Charter School at least once per year;
 - (3) Ensuring that the Charter School submits the reports and documents required in this Agreement; and
 - (4) Monitoring the fiscal condition of the Charter School.

(iii) **Site Visits**

- (1) The SDCOE will conduct a site visit prior to the opening of a new school and at least one visit during the school year. The site visits will consist of the following:
 - a. Periodic Site Visits.
 - i. The SDCOE will conduct at least one site visit annually in order to assess the Charter School's progress in governance and organizational management, educational performance, fiscal operations, and fulfillment of the terms of the Charter. SDCOE shall provide the Charter School at least 48-hour notice prior to the annual site visit.
 - ii. The site visits may include review of the facility, review of records maintained by the Charter School, interviews with the CEO and/or Principal of the Charter School and staff, and observation of instruction in the classroom, including voluntary and non-disruptive student and parent

discussion. The evaluations for each year will be considered in any renewal decision made at the end of the term of the charter. Any deficiencies will be reviewed with the Charter School administration. Charter School shall rectify and cure any deficiencies identified.

- iii. In addition to annual site visits, the SDCOE may also make unannounced visits to the Charter School.

(iv) **Responding to Inquiries/Requests for Information:**

- (1) For purposes of oversight by the County Board, the SDCOE may require the Charter School to provide information and explanation of that information. The Charter School shall provide all information and documentation in the form and at the times specified by the SDCOE, and agrees to promptly respond to all reasonable inquiries of the SDCOE, including, but not limited to, inquiries regarding its financial records. The SDCOE will be reasonable in its requests for information and documentation, including both timing and substance.

(v) **STRS/PERS:**

- (1) The SDCOE may, upon request, process Charter School STRS and PERS in accordance with Education Code section 47611.3 on behalf of the Charter School. To do so, the Charter School will contact SDCOE and enter into a separate agreement specifying the service and cost.
- (2) Data required to be submitted pursuant to this Section shall be submitted in electronic form if requested by the County Board, to extent it is available in electronic form.

(vi) **Reserves:**

The Charter School shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management. The Charter School shall maintain a minimum reserve for economic uncertainties (designated fund balance) in an amount of 3% of total charter school annual expenditures or \$60,000, whichever is greater.

(vii) **Insurance and Risk Management:**

- (1) The Charter School will obtain its own insurance coverage to cover the operations of the Charter School and shall supply the SDCOE certificates of insurance, with proof of insurance of at least the types and amounts recommended by the SDCOE's insurer based upon the standard coverage for a school of similar size and location, as initially outlined below, which may change annually based on, among other factors, size and

location of the Charter School subject to SDCOE agreement to such change.

- a. Comprehensive or commercial general liability insurance with limits not less than Five Million Dollars (\$5,000,000) each occurrence combined single limit for bodily injury and property damage and with tail coverage for a commercially reasonable period after termination of the Charter School's charter.
- b. Comprehensive or Business Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage including coverage for Owned, Non-owned and Hired Vehicles, as applicable.
- c. Workers' Compensation, at statutory limits, with Employer's Liability limits (including employment practices coverage) not less than One Million Dollars (\$1,000,000) each occurrence.
- d. Professional Liability (Errors and Omissions) Insurance (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) each occurrence.
- e. Property Insurance insuring real and personal property of the named insured with a blanket limit applying to all property of owned, rented, leased, or borrowed by the Charter School.
- f. Commercial Crime / Faithful Performance coverage shall be maintained by the Charter School to cover all Charter School employees who handle, process, or otherwise have responsibility for Charter School funds, supplies, equipment and/or other assets. Minimum amount of coverage shall be One Million Dollars (\$1,000,000) per occurrence, with no self-insured retention. Provided the Charter School maintains at all times, and shows proof of, commercial crime coverage, it shall not be required to maintain Fidelity bond coverage. In the event the Charter School fails to maintain or show proof of commercial crime coverage, bond coverage shall be required. If bond coverage is required, the bond/policy deductible shall not exceed Five Thousand Dollars (\$5,000).
- g. Cyber Coverage for both electronic and non-electronic data breach of One Million Dollars (\$1,000,000) per occurrence with an aggregate limit of not less than Two Million Dollars (\$2,000,000).

- h. Coverage for special education due process claims, naming the SDCOE as additional insured.
- i. If any policies are written on a claims-made form, the Charter School agrees to maintain such insurance continuously in force for three (3) years following termination or revocation of the Charter or extend the period for reporting claims for three (3) years following the termination or revocation of the Charter to the effect that occurrences which take place during this time, but are reported later, shall be insured.
- j. The Charter School shall be responsible, at its sole expense, for separately insuring its personal property.
- k. The Charter School shall add the SDCOE, SDCSS, and County Board, and its officers, officials, employees, and agents, as named additional insured on all of its insurance policies except its Workers' Compensation policy.
- l. The Charter School must have adopted full health and safety procedures and risk management policies.
- m. The Charter School must adhere to established claim reporting guidelines, especially as they relate to timeliness and completeness of reporting, and providing assistance requested by its insurer or its representative in the investigation and defense of a claim.
- n. The Charter School must follow established guidelines in regard to obtaining appropriate certificates of insurance, additional insured endorsements and hold harmless and indemnification agreements.
- o. The Charter School waives all rights against SDCOE, SDCSS, and the County Board, and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
- p. The Charter School shall establish and institute full health and safety procedures and risk management policies. Copies of all policies of insurance and memoranda of coverage shall be provided by the Charter School to the SDCOE upon request. If the Charter School makes material changes to its insurance policies, it must notify the SDCOE within ten (10) days of doing so.

- q. Should insurance expire or lapse for any reason, the Charter School shall not operate unless and until full coverage as set forth herein is reinstated.
- r. The County Board reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement at any time.

(viii) **Governance**

(1) Posting of Information.

At all times it is operational, the Charter School will have the following information posted on its Website and will update the posting within thirty (30) days, whenever the information changes:

- a. Articles of Incorporation and Bylaws for Iftin Charter School.
- b. Roster and biographies of current governing board members of Iftin Charter School.
- c. The annual calendar of governing board meetings, including a description of how parents and community members will be notified of the meetings.

(2) Governing Board Composition

- a. The Governing Board members of Iftin Charter School shall comply with Government Code Section 1090 et. seq, as amended by Education Code Section 47604.1.
- b. The Governing Board of Iftin Charter School shall reserve and make best efforts to fill a parent member seat on the Board at all times. If the seat remains vacant for a period over sixty (60) days after the first day of school, Iftin Charter School must provide correspondence to the SDCOE of its outreach efforts to secure a parent board member. The board member must be a current parent at the time appointed or elected.
- c. The Charter School shall provide notice to SDCOE of any change in the composition of board members and officers, within ten (10) days of any such change.
- d. The Charter School must comply with this section in order to open under the authorization of the SDCOE.

(3) Governing Board Meetings

- a. The Iftin Charter School's governing board shall conduct public meetings at such intervals, and not less than once per quarter, as necessary to ensure that they are providing sufficient direction to the Charter School through implementation of effective policies and procedures.
- b. The Iftin Charter School's governing board meeting(s) will be conducted at a location within San Diego County.
- c. All governing board meetings of Iftin Charter School will be conducted in compliance with the requirements of Education Code section 47604.1 and the Ralph M. Brown Act (Govt. Code §§ 54950 – 54963).
- d. The Charter School shall post all meeting agendas, public agenda packets, and minutes regarding Iftin Charter School on the Iftin Charter School website. A direct link for a current Iftin Charter School governing board meeting agenda shall be placed on the Iftin Charter School website's homepage at the time they are required to be distributed to the public pursuant to the Brown Act. The current agenda shall be retrievable, downloadable, indexable, and electronically searchable, and shall comply with the electronic format requirements of Government Code section 54954.2(a)(2).
- e. Copies of meeting minutes of Iftin Charter School shall be posted on Iftin Charter School's website within thirty (30) days after their approval by the governing board.
- f. A two-way teleconference location shall be established at each school site, and, if applicable, each resource center.
- g. Copies of all approved governing board meeting minutes will be maintained by the Charter School and shall be provided to the SDCOE within thirty (30) days after their approval by the governing board, which shall occur no later than the end of the next month following the governing board meeting.
- h. To the extent Iftin Charter School elects to have and is approved to have a Sole Statutory Member, whenever a decision by the Sole Statutory Member impacts Iftin Charter School, Iftin Charter School must post an agenda and minutes of its Sole Statutory Member at its facility and on its website.

(4) Brown Act Training.

- a. The Charter School will provide annual Brown Act training to its governing board members and administrators.

(5) Governing Board Policies:

The Charter School governing board will adopt policies and procedures to guide the operation of the Charter School. The policies and procedures will include, but not be limited to, the following:

- a. *Conflicts of Interest.*
 - i. The Charter School and its employees shall adhere to its conflicts of interest code which shall include provisions indicating the Charter School will adhere to the Political Reform Act. The Charter School will train board members and impacted Charter School employees regarding its conflict of interest code. Upon request, the Charter School will provide verification that all board members and impacted Charter School employees have participated in conflict of interest training.
- b. *Internal Fiscal Controls.*
 - i. The Charter School will develop and maintain fiscal policies that provide internal controls over financial activities. Prior to opening (or as policies are revised), a copy of the Charter School's fiscal policies approved by the Charter School's governing board will be submitted to the SDCOE. Such policies are subject to review during site visits to see that they are being implemented.
 - ii. Such policies will include, but not be limited to the following:
 - 1) Expenditures shall be made in accordance with amounts specified in the annual budget or budgetary revisions adopted by the Charter School's governing board;
 - 2) The Charter School's funds shall be managed and held in a manner that provides a high degree of protection of the Charter School's assets; and
 - 3) All transactions shall be recorded and documented in an appropriate manner that allows reporting to CDE and SDCOE.

- c. *Campus Supervision.*
 - i. Policies must include, but not be limited to, the supervision of students before and after school, and while on campus, student pick-up, as well as a procedure for visitors to enter and leave the campus.

- d. *Discipline Policies.*
 - i. Policies must include, but not be limited to, lists of the offenses for which students may (and must) be suspended or expelled, and the procedures for suspension or expulsion for disciplinary reasons or involuntary removal for any reason, including an explanation of how the Charter School will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with the requirements of Education Code section 47605.
 - ii. The procedures shall include the way in which a student will be provided schoolwork, if requested, for a suspension of two (2) or more school days, and the following statements:
 - 1) Upon the request of a parent, a legal guardian or other person holding the right to make an education decision for the pupil, or the affected pupil, a teacher shall provide to a pupil in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more schooldays, the homework that the pupil would otherwise have been assigned.
 - 2) If a homework assignment that is requested and turned into the teacher by the pupil either upon the pupil's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the pupil's overall grade in the class.

- e. *Admissions.*
 - i. Policies and procedures regarding admission, lottery enrollment, non-discrimination, and admission preferences in accordance with the Charter Schools Act.

f. *Parent/Student Handbook.*

- i. Handbook must include, at a minimum, detailed expectations for student attendance, behavior, and discipline, as well as policies and consequences for bullying and harassment, due process rights related to discipline (including suspension, expulsion, and special education), and a description of both informal and formal complaint procedures that parents may pursue in the event of disagreements. In addition to posting this document on the school's website, the Charter School will provide a hardcopy of the parent/student handbook to each family at the beginning of each school year and if applicable, comply with all legally required annual notifications.

g. *Health and Safety Plan.*

- i. At all times it is operational, the Charter School will have, and will update as necessary, a health, safety, and emergency plan for students and employees and a calendar of emergency drills for students.
- ii. The health and safety plan will include the safety topics listed in subparagraphs (A) to (J), inclusive, of Education Code section 32282(a)(2), and will address at a minimum, an assessment of the current status of school crime committed on school campuses and at school-related functions; child abuse reporting procedures; disaster and emergency procedures, including fire emergencies, earthquakes and other natural disasters, civil disorder, accidents, injuries, and other threats to the health and safety of students and staff; procedures to notify teachers of dangerous pupils; policies for pupils who committed an act listed in Education Code of section 48915(c) and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendation; a discrimination and harassment policy; and provisions of any schoolwide dress code that prohibits pupils from wearing "gang-related apparel," if the school has adopted that type of a dress code. The Charter School will provide training for staff in responding to emergencies and conduct emergency response drills for its students.

- iii. The health and safety plan will be reviewed and updated by March 1 of each school year. A copy of the health and safety plan will be forwarded to the SDCOE on or before March 1 of each school year, and within ten (10) business days of receipt of a written request from SDCOE.
- iv. The procedures regarding pupil and staff safety and health shall require that each employee of the Charter School furnish the Charter School with a criminal record summary as described in Education Code section 44237.

h. Future Laws.

The Charter School will comply with all future federal, state, and local laws and regulations that apply to charter schools and update their policies accordingly.

(6) Closure Procedures.

- a. If the Charter School ceases operating for any reason, closure procedures must be conducted in a manner compliant with requirements contained in California Code of Regulations, Title 5, section 11962, and at a minimum, must include the following:
 - i. Identification of a responsible person(s) – e.g. CEO, Principal, President of the Charter School governing board to oversee and conduct the closure process.
 - ii. Notification of students and families, SDCOE, the SELPA of which the Charter School is a member, the retirement systems in which Charter School employees participate, and the California Department of Education of school closure. The notice must include:
 - 1) The effective date of the closure,
 - 2) The name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure,
 - 3) The pupils' school districts of residence, and
 - 4) The manner in which parents (guardians) may obtain copies of pupil records, including specific information on

completed courses and credits that meet graduation requirements.

- iii. Provision of a list of pupils in each grade level and the classes they have completed, together with information on the pupils' district of residence, to the responsible person overseeing and conducting the closure.
- iv. Security of student and business records, including:
 - 1) Transfer and maintenance of all pupil records, all state assessment results, and any special education records to the SDCOE, and
 - 2) Transfer and maintenance of personnel records in accordance with applicable law.
- v. Processing of final employee payroll and benefits.
- vi. Identification of all assets and liabilities and plan for transfer/disposal as detailed in the Charter, this Agreement, and in accordance with law and funding or gift restrictions, including but not limited to:
 - 1) The return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlements grants and the filing of any required final expenditure reports and final performance reports, and
 - 2) The return of any donated materials and property in accordance with the conditions established when the donation of such materials or property was accepted.
- vii. Completion and filing of any annual reports required pursuant to Education Code section 47604.33
- viii. Completion of a final independent close-out audit within six (6) months after the closure of the Charter School, to be paid for by the Charter School, that includes the following:

- 1) An accounting of all financial assets, including cash and accounts receivable, and an inventory of property, equipment, and other items of material value,
 - 2) An accounting of the liabilities, including accounts payable and any reduction of apportionments as a result of audit findings and other investigations, loans, and unpaid staff compensation, and
 - 3) An assessment of the disposition of any restricted funds received by or due to the Charter School.
- ix. Identification of a source of funding to be used for closeout expenses, including the final audit.

(7) Administration

a. **Enrollment and Admissions Documentation.**

- i. At all times it is operational, the Charter School will have the following information posted on the Charter School website and will update the posting as quickly as possible whenever the information changes:
 - 1) Procedures for application, the public random drawing, enrollment, and admission
 - 2) A copy of any application and enrollment forms and information provided to prospective families
 - 3) The notice developed by CDE regarding legal requirements of enrollment and disenrollment (“CDE Enrollment Notice”).
- ii. The CDE Enrollment Notice shall also be provided upon the following, in accordance with the Charter School Act:
 - 1) When a parent, guardian, or pupil inquires about enrollment,
 - 2) Before conducting an enrollment lottery, and before disenrollment of a pupil.

b. **Business Services Contracts.**

- i. The Charter School must provide the SDCOE a copy of its agreement, with any vendor that will provide business services to the Charter School, including but not limited to, payroll, accounting and budgeting, attendance accounting, fiscal reporting, contracts management, and purchasing, specifying the exact services that will be provided, the cost, and the term of the contract.
- ii. The charter school must, upon request, provide the SDCOE a copy of its agreements with any vendor that either individually or collectively exceed \$10,000.

(8) Facilities:

a. **Facilities Agreement.**

- i. The Charter School is responsible to secure its own facilities, including any additional agreements necessary to secure it. In order to operate under the SDCOE authorization, the Charter School must demonstrate by no later than sixty (60) days, or with a waiver, thirty (30) days, prior to the start of each school year that it has possession and use of facility capable of housing its education program as described in the Charter. The Charter School will notify SDCOE as soon as possible if an extension/waiver is needed. SDCOE shall have the discretion to deny the request, but shall not unreasonably withhold granting the Charter School's waiver request. The Charter School must provide the SDCOE with documentary evidence of its legal right to use its site and any ancillary facilities identified by the Charter School for at least the first year of the Charter School's operation, including the lease agreement if applicable, and evidence that the facility will be adequate for the Charter School's needs.
- ii. The Charter School shall not change facilities without a material revision to the Charter, unless necessitated by emergency circumstances. The Charter School must demonstrate that the new facilities are capable of housing its educational program and will be adequate for the Charter School's needs, and must provide a copy of the proposed lease agreement, if applicable.
- iii. In the event of emergency circumstances necessitating a temporary change of facilities, the

Charter School shall notify the SDCOE of the emergency circumstances, in writing, within three (3) days, along with the address of the temporary location and anticipated duration of stay.

- iv. The Charter School shall not establish additional sites or facilities without a material revision to the Charter.

b. **Zoning and Occupancy.**

- i. The Charter School shall maintain documentation on file or know where to access all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances. The Charter School shall make such documents available to the SDCOE if requested, to the extent the Charter School has access to such documents. The Charter School may not exempt itself from applicable/local zoning or building code ordinances.

c. **Facility Safety.**

- i. Charter School shall comply with Education Code section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the State Building Code as enforced by the local planning jurisdiction. The facilities shall meet the requirements of the Americans with Disabilities Act and shall be approved by the local fire marshal for the use intended. The Charter School agrees to ensure sprinkler systems, fire extinguishers, and fire alarms are tested annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills monthly and shall maintain records of such drills.

(9) Transportation

- a. All responsibility for transportation services, if offered, will be provided by the Charter School, including transportation for field trips. If parents will transport students, all parents must comply with the criminal background check provisions and Tuberculosis clearance as provided in Education Code sections 45125.1 and 49406.

(10) Nutritional Services

- a. Absent a separate written agreement to the contrary, the Charter School will be responsible for providing its own food services. The Charter School shall provide nutritious lunches and snacks to children at reasonable prices in conformity with the National School Lunch Program. The program must be open to all enrolled children.
- b. Free or reduced-price meals and snacks must be provided to those children who qualify for such benefits. The Charter School shall fully comply with all state and federal laws governing free and reduced-price lunch/meals.

(11) Student Data:

- a. The Charter School shall submit student enrollment projections for the following school year to the SDCOE by June 1 of each year. These projections should be consistent with the Charter School's budget for the following year.
- b. The Charter School shall maintain contemporaneous written records of enrollment and ADA and make these records available to the SDCOE for inspection and audit upon request. The Charter School shall provide copies of the P-1, P-2, and annual state attendance reports to the SDCOE prior to each report's deadline submission date. Copies of amended state attendance reports, if any, shall be provided to the SDCOE within three (3) weeks of discovery of the need for making such an amendment. The Charter School shall be responsible for reporting all necessary information for the California Basic Education Data System ("CBEDS") to the CDE. Such reports must be generated using the Attendance Reporting software as applicable to charter schools.
- c. The Charter School's student discipline policies shall be provided to the SDCOE annually, by August 15 of each year, and as updated.
- d. The Charter School shall provide written notice to the SDCOE of each San Diego County resident student that leaves the Charter School at any time without completing the school year, including when the student has ceased attending the Charter School for disciplinary reasons and any other involuntary disenrollment for any reason. The Charter School shall inform the SDCOE, the student's last known school district of residence and the SELPA (if applicable) in writing as soon as practicable, but in no event later than thirty (30) days (as set forth in Ed. Code section 47605(e)(3)) of the date any student ceases to attend the Charter School for any

reason during the school year, along with the date the student was disenrolled by the Charter School, and the reason for disenrollment if known.

- e. No student may be involuntarily disenrolled or dismissed from the Charter School without compliance with the Charter School Suspension/Expulsion policy.

(12) Personnel Data/Credential Data

- a. Teacher credentials, clearances, and permits shall be maintained on file at the Charter School and shall be subject to periodic inspection by the SDCOE if needed.
- b. All teachers shall be appropriately credentialed for their teaching assignment. Teachers who are not appropriately credentialed, and who taught at a California charter school during the 2019-20 school year, have until June 30, 2025 to secure the appropriate credential.
- c. All teachers shall have a certificate of clearance and satisfy the requirements for professional fitness pursuant to Education Code sections 44339, 44340, and 44341 beginning July 1, 2020.
- d. All employees of the Charter School, volunteers (including parents) who will be performing services that are not under the direct supervision of a Charter School employee, and onsite vendors having unsupervised contact with students, such as vendors performing school and classroom janitorial services, school site administrative services, school site grounds and landscape maintenance, pupil transportation, and school site food-related services, will submit to background checks and fingerprinting in accordance with Education Code sections 45125 and 45125.1. The Charter School will maintain on file, and available for inspection, evidence that clear criminal records summaries based on criminal background checks were conducted and received for all employees prior to employment and volunteers prior to assignment, and documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students. The Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements. No individual may begin employment or be in contact with students that has not received full clearance.
- e. All employees of the Charter School and volunteers (including parents) shall submit to a tuberculosis risk

assessment prior to employment or assignment in accordance with Education Code section 49406.

- f. The Charter School shall report employment status changes for credentialed employees based on allegations of misconduct to the Commission on Teacher Credentialing (“CTC”) within thirty (30) days pursuant to Education Code sections 44030.5. The SDCSS shall be provided a copy of such report concurrently with its submittal to CTC.
- g. All staff working at the Charter School are employees or contractors of the Charter School. The Charter School shall have sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees. The Charter School is the public-school employer of all Charter School employees pursuant to the Educational Employment Relations Act. The Charter School agrees to comply with applicable federal statutory and regulatory requirements for qualified teachers and paraprofessionals used for instructional support as set forth in federal and state law.
- h. If any Charter School staff are employees of a corporation that is “related” to Iftin within the meaning of Internal Revenue Code section 267(b), such employment relationship should be disclosed to the Charter School Governing Board at a public open session, and the Charter School must provide notice to the SDCOE of the employees and their positions.
- i. The Charter School shall provide, at the request of the SDCOE, SDCSS, or County Board, a copy of the Charter School’s Employee Handbook (e.g. personnel and payroll policies) within a reasonable time. If the Charter School makes any changes to the Employee Handbook or other personnel policies, it will provide a copy to the SDCOE. The employee handbook must detail expectations for employee performance and behavior, due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements.

(13) Financial Reporting

a. **Budget**

- i. The Charter School shall submit the following financial reports to SDCOE in accordance with

Education Code section 47604.33 using state approved SACS reporting forms:

- 1) A preliminary budget on or before July 1 of each year.
 - 2) An LCAP and annual update on or before July 1 of each year.
 - 3) A first interim report on or before December 15 of each year.
 - 4) A second interim report on or before March 15 of each year.
 - 5) Unaudited Actuals report for the prior fiscal year, on or before September 15 of each year.
- ii. The preliminary budget mentioned in 13(a)(i) will contain the following financial documents:
- 1) All key budget variables and assumptions, including revenue, expenditure, debt, beginning and ending balance variables shall be defined. Certificated and classified employee salary data, and health benefit plans and policies will be made available upon request.
 - 2) Local Control Funding Formula (LCFF) Calculator used for the reporting period.
 - 3) Multiyear Financial Projections including the current fiscal year and two (2) subsequent fiscal years.
 - 4) Cash Flow projections for all twelve (12) months of the current or proposed fiscal year.
- iii. Copies of budget revisions shall be provided to the SDCOE within two (2) weeks of revision, upon approval by the Charter School's Board of Directors.
- iv. To the extent that it appears the Charter School builds or sustains reserves in excess of 15% of state and federal revenue, the Charter School shall provide detailed reporting of how it built such reserves while providing the educational program promised in the Charter, and its intended use, if requested by the SDCOE.

- v. A copy of any revisions to Charter School budget or fiscal policies shall be provided to the SDCOE within four (4) weeks of adoption of revisions.
- vi. The Charter School shall provide a copy of the budget and fiscal policies at the request of the authorizer.
- vii. The Charter School shall provide publicly available budget information consistent with this Section 13(a) to the extent it is publicly available for its sole statutory member, if any, upon request by SDCOE.

b. **Cash Flow Data / Long Term Debt:**

- i. The Charter School shall notify SDCOE in writing, within fifteen (15) days of requesting additional funds, anytime the Charter School has to borrow money from any source to meet cash flow obligations or long-term debt obligations. This includes any time the Charter School sells its receivables.
- ii. Financing documents shall be made available for SDCOE review.

c. **Financial Data:**

- i. Bank account reconciliations for the Charter School will be the responsibility of the Charter School.

d. **Financial Audit:**

- i. The Charter School's governing board will annually appoint an external fiscal auditor. Said external fiscal auditor must be listed on the State Controller's Office website as approved to conduct such audits. The audit shall include, but not be limited to:
 - 1) An audit of the accuracy of the Charter School's financial statements;
 - 2) An audit of the Charter School's attendance accounting and revenue claims practices; and
 - 3) An audit of the Charter School's internal control practices.

- ii. The Charter School shall provide a copy of the Charter School's Audited Financial Report to the SDCOE, the SDCSS, the State Controller, and the CDE by December 15 of each year.
- iii. The Charter School's CEO and/or Principal will review any audit exceptions or deficiencies and report to the Charter School's Board with recommendations on how to resolve them.
- iv. The Charter School's Representative will submit a report to the SDCSS describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the SDCSS along with an anticipated timeline for the same.
- v. Any disputes regarding the resolution of audit exceptions and deficiencies will be resolved through the process described in the Charter.
- vi. The Charter School shall, upon request by the SDCOE, present a report to the County Board on its fiscal solvency. This presentation shall be made at an agenda meeting of the County Board and the report shall include review of the Charter School's ADA, revenue, expenditures, debt, audit findings, and compliance with revenue-based programs and grants such as the National School Lunch Program and the Public Charter Schools Grant Program.

(14) Programmatic Reporting:

a. Instructional Materials

- i. A list of core instructional materials by grade and content will be maintained by the Charter School and shall be made available to the SDCOE within ten (10) business days of receipt of a written request from the SDCOE.

b. Calendar:

- i. By May 1 prior to the beginning of a new school year, the Charter School's academic calendar shall be submitted to the SDCOE for review and verification of compliance with instructional day and minutes requirements. Any calendar changes will be provided to the SDCOE within thirty (30) days of such changes being made.

c. Other:

- i. The Charter School shall provide such other documents, data and reports as may be reasonably requested or required by the SDCOE.

(ix) **Fees for Oversight and Other Services:**

- (1) The Parties agree that the SDCOE will incur costs in connection with its performance of supervisory oversight of the Charter School as required by law, and that it is not in the best interests of either Party to require a mechanical assessment, accounting, and billing process to compensate the SDCOE for such costs.
- (2) The Parties agree that the actual cost of the SDCOE's supervisory oversight of the Charter School is one percent (1%) of all "Charter School revenue." The Charter School shall pay the County Board one percent (1%) of its revenue to cover the actual cost of oversight. "Charter School revenue" means the amount received in the current fiscal year from the local control funding formula calculated pursuant to Education Code section 42238.02, as implemented by section 42238.03, or as modified by the Legislature. "Cost of supervisory oversight" includes, but is not limited to, costs incurred pursuant to Education Code section 47607.3.
- (3) The Charter School shall pay for separately purchased administrative or other services as defined within this MOU or as agreed upon separately.
- (4) The Charter School has the obligation to provide all administrative services necessary to operate the Charter School. The Charter School may provide these services directly or may contract with a third party to provide services, including the SDCOE. If the Charter School purchases administrative services from a third party other than the SDCOE it shall ensure that the SDCOE is able to access the Charter School's documents held by the third-party service provider.
- (5) Should the Charter School desire to purchase additional administrative or business services not included in this MOU from the SDCOE, the Charter School shall request administrative services in writing. If the Charter School requests administrative services from the SDCOE in writing, the Parties shall execute an administrative services contract delineating their agreement. Any such contract is incorporated by reference herein and shall govern the Parties' entire relationship with respect to the SDCOE's provision of administrative services.
- (6) If SDCOE applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of the Charter School, SDCOE will receive an amount equal to one percent (1%) of such funds, to be paid at

the time they are paid to the Charter School. Such funds shall not be considered revenue for purposes of the District's oversight fee.

(f) **Special Education and Related Services**

(i) **Legal Relationship**

The following provisions govern the application of special education to students of the Charter School:

- (1) It is the intent of the Parties that the Charter School shall be its own local educational agency ("LEA"), pursuant to California Education Code section 47641, subdivision (a). The Charter School has obtained membership as an independent LEA in the El Dorado SELPA ("SELPA"). The Charter School has provided the District with verifiable written assurances that they have been accepted to participate as an LEA in the SELPA.
- (2) The Charter School will serve as its own LEA for the purposes of special education, and as such, the Charter School is solely responsible, at its own expense, for ensuring that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in conformity with their individualized education programs and in compliance with the IDEA (20 U.S.C. § 1400 et seq.), its implementing regulations and all applicable state and federal law. (34 C.F.R. § 300.209(c); Ed. Code, § 47646(a).)

(ii) **Section 504 and ADA**

The Charter School shall comply with Section 504 of the Rehabilitation Act of 1973 ("Section 504") and the Americans with Disabilities Act ("ADA"). The Charter School understands that it is solely responsible for its compliance with Section 504 and the ADA, at its own expense and that these are not special education services for which special education funds may be used.

(iii) **IDEA:**

The Charter School shall ensure that no student is denied enrollment on the basis of special education status or disability. The Charter School shall be solely and independently responsible for compliance with the Individuals with Disabilities in Education Act ("IDEA") and state special education laws, in regard to the determination, provision and financing of special education placement and services for all students seeking to and/or enrolled at the Charter School. The SDCOE solely operates as the chartering authority pursuant to the California Charter Schools Act.

(iv) **Program, Policies and Procedures:**

The Charter School must develop, adopt, and comply with policies and procedures regarding the identification, assessment, individualized education program (“IEP”) development, placement and provision of services to students with disabilities. The Charter School’s program, policies and procedures must in any case comply with SELPA policies and procedures and all applicable state and federal laws.

(v) **FAPE:**

Charter School shall ensure that a free appropriate public education (“FAPE”) is provided to all children with disabilities eligible for special education under the IDEA and enrolled or seeking to enroll in the Charter School, in accordance with state and federal legal mandates. The Charter School will ensure that an IEP is developed and implemented for each student enrolled in or seeking to enroll in the Charter School and eligible therefore, in accordance with state and federal legal mandates, and SELPA policies. The Charter School must make a full continuum of special education programs and related services available, and provide those programs and services to students eligible for such who are seeking to enroll or enrolled in the Charter School, as required by state and federal law and students’ respective IEP. The Charter School must make such services and placements available regardless of the type of instructional program or service delivery ordinarily or otherwise offered by the Charter School.

(vi) **Expertise and Responsibility of Charter School:**

The Charter School is responsible for the management of its special education budgets, personnel, programs and services. Charter School shall employ qualified, credentialed employees or contract with qualified third-party providers to provide all necessary and appropriate special education placement and services to its students. Those individuals shall understand, accept responsibility, and provide services for:

- (1) Child Find;
- (2) Interim Programs;
- (3) Referral;
- (4) Assessment;
- (5) Placement
- (6) Special Education Instruction;
- (7) Related Services;
- (8) Due process;
- (9) Discipline/manifestation determination;
- (10) Transportation.

(vii) **Contract for Services:**

The Charter School may contract with the SDCOE to provide any of these services, on a fee for service basis, pursuant to the fee schedule governing the assigned SELPA.

(viii) **Child Find (“Search and Serve” Notices):**

The Charter School must include a notice at the beginning of the year and at the semester in a publication to parents of Charter School students notifying them of the responsibility to “search and serve” students who need or are believed to need special education services.

(ix) **Pre-Referral Interventions:**

The Charter School must implement a process (e.g. a “Student Study Team”) to monitor and guide referrals of general education students for special education evaluation and services, such that general education interventions, where appropriate, are utilized and exhausted before the Charter School refers the student for a special education evaluation. The Charter School understands that this process and any other interventions employed prior to a referral for special education evaluation are not a special education service.

(x) **Identification and Referral:**

The Charter School shall have responsibility to identify and refer students who have an actual or suspected disability to receive assessment for special education eligibility under the IDEA. The Charter School will maintain and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with federal law, California law, and SELPA policy. The Charter School shall be solely responsible for obtaining the cumulative files, prior and/or current IEPs and other special education information from the student’s prior LEA. The Charter School acknowledges that under the IDEA, a child shall not be determined to be a child with a disability eligible for special education if the determinant factor for such determination is: (a) lack of appropriate instruction in reading, including in the essential components of reading instruction as referenced in the IDEA; (b) lack of instruction in math; or (c) limited English proficiency. (20 U.S.C. § 1414, subd. (b)(5)(A-C).)

(xi) **Assessments:**

The Charter School will conduct any and all necessary assessments to determine eligibility for special education programs and related services of students suspected of having qualifying disabilities, and may seek assistance from SDCOE on a fee for service basis. If the Charter School concludes that there are suspected disabilities that warrant assessment, the school must develop an assessment plan, using SELPA forms, for each student with suspected disabilities within the fifteen (15) day timeline. The assessment plan will describe the types of assessments that may be used to determine the eligibility of students for special education instruction and services. Assessments will be conducted, within legal timelines, after receiving the parents’ written consent. The Charter School shall conduct an IEP team meeting that includes required team members within mandated timelines for each student assessed to discuss results, determine eligibility and (if eligible) specify special education instruction and services. All decisions regarding eligibility, goals, program, placement,

and exit from special education must be done through the IEP process according to federal and state timelines.

(xii) **Individualized Education Program (IEP):**

The Charter School shall be responsible for scheduling IEP meetings and having a designated Charter School administrator, Charter School general education teacher(s), any special education providers who is/are knowledgeable about the student's education program and parent(s) in attendance at all IEP meetings. Decisions regarding identification, determination or change in eligibility, areas of needs, goals/objectives, services, program, placement and exit from special education shall be made by the IEP team.

(xiii) **Forms, Reports and Records:**

The Charter School will maintain copies of assessments, IEP materials, and other special education records and reports for SDCOE review upon SDCOE's request pursuant to its general oversight obligations.

(xiv) **Implementation and Progress Reporting:**

The Charter School shall ensure that each Charter School student's IEP, and all services, accommodations, modifications, supports for instruction, goals and objectives, behavioral supports, data collection and progress reporting called for therein, are fully implemented, including by all Charter School staff who work with the student. The Charter School will ensure that the teachers and other persons who provide services to a student with disabilities are knowledgeable of the content of the student's IEP and implementing that IEP appropriately. The Charter School is responsible for monitoring and reporting progress towards IEP goals for the student with special needs at least in the same interval as progress is reported to general education students.

(xv) **Interim Placements for Students Transferring Into the Charter School:**

For students transferring to the Charter School with IEPs, the Charter School shall provide the special education instruction and related services required and consistent with their IEPs upon enrollment. The Charter School acknowledges that it is obligated to implement the IEP the student transfers in with regardless of whether the level and types of services called for in that IEP are currently available or otherwise being provided at the Charter School. IEP team meetings for such students to develop an ongoing IEP will be held within thirty (30) days of the student's enrollment, in accordance with state and federal law.

(xvi) **Revocation of Consent:**

The Charter School will ensure that it receives a written revocation of consent from an eligible Charter School student's parent or guardian if, at any time subsequent to the initial provision of special education and

related services to the student, the parent or guardian of that student wishes to withdraw that student from special education. Such revocation of consent for the continued provision of special education and related services must be in writing. Should a parent or guardian revoke consent to special education and related services in writing, the Charter School understands that the Charter School may not continue to provide special education and related services to the child after providing prior written notice to the parent in accordance with section 300.503 of the Title 34 of the Code of Federal Regulations.

(xvii) **Policies and Procedures:**

The Charter School shall obtain all SELPA policies, procedures and forms regarding special education. At least annually, the Charter School shall be responsible for reviewing the policies, procedures, and forms with all Charter School staff at a staff meeting, including explanation of any updates or revisions thereto. The Charter School shall be solely responsible for preparation of materials, for conducting their staff review annually, and ensuring Charter School staff understands special education policies, procedures and forms.

(xviii) **Student Withdrawal from Charter School:**

As soon as practicable but within five (5) school days of any special education student's expulsion, withdrawal, or disenrollment from the Charter School for any reason during the school year, the Charter School shall notify the district of residence and the SDCOE's Director of Special Education of the student's name, date of expulsion, withdrawal or disenrollment, the reason for such separation, and the student's next school/LEA of attendance. The Charter School shall comply with Education Code section 47605(e)(3) in terms of providing notice of expulsion, withdrawal, or disenrollment of students who reside in other school districts. If the Charter School expels a special education student, it is obligated to pay any costs of that student's placement and services during the term of expulsion.

(xix) **Complaints:**

The Charter School shall address /respond to/investigate all complaints it receives involving special education. The Charter School shall notify the SDCOE in writing within five (5) business days of receiving any complaint, whether oral or in writing, regarding special education. Also, within five (5) business days of receiving any written complaints or concerns in any way to special education, the Charter School shall provide copies to the SDCOE's Director of Special Education, or designee. In the event SDCOE is named in any complaint regarding special education, the Charter School shall both notify SDCOE in writing, and forward a copy of the written complaint, within two (2) business days of receipt.

(xx) **Due Process Hearings:**

The Charter School shall notify the SDCOE's Special Education Director of any due process proceedings filed against the Charter School under IDEA, and of any complaints to state or federal agencies relating to special education and/or students with qualifying disabilities within five (5) business days of receipt by the Charter School, or within two (2) business days of receipt if the proceedings name SDCOE as a party. The Charter School shall bear all financial responsibility and procure and provide its own legal representation for such due process proceedings and/or complaints. When the SDCOE or County Board is named as a party to a due process filing involving the Charter School, the SDCOE shall have the right to provide its own legal defense and/or representation, initially at its own expense, but it will be entitled to indemnification by Charter School as provided herein.

(xxi) **Student Discipline:**

Charter School acknowledges it is obligated to and will ensure that its student discipline procedures for suspension and expulsion of students with disabilities are in full compliance with state and federal law. Charter School understands and acknowledges that prior to imposing any discipline on a student with a disability that would constitute a change in placement, or prior to imposing such discipline on a student for whom the charter school has a basis of knowledge that the student is a student with a disability, a manifestation determination must first be convened to determine whether the violative conduct was a manifestation of the student's disability or caused by a failure to implement the student's IEP or Section 504 Plan, as applicable.

(g) **Special Education Funding**

The Charter School shall comply with the funding model adopted by the assigned SELPA. Charter School shall only spend special education funds as allowed by law, and shall document that all state and federal special education funds are used for the sole purpose of providing special education instruction and/or services to identified students with disabilities. The Charter School assures the SDCOE that it understands how to properly expend and account for its use of special education funds.

(h) **Charter School Payment For Special Education Services Delivered to Students in Juvenile Court and Community Schools:**

For each student enrolled at the Charter School who subsequently attends or is enrolled at an SDCOE Juvenile Court and Community School (JCCS), on either a temporary or long-term basis, the Charter School shall owe SDCOE reimbursement for SDOE's actual special education costs incurred to provide special education services to that student, for the duration of that student's attendance at a JCCS.

During each fiscal year, on a quarterly basis, SDCOE shall calculate the Charter School's share of the special education costs for each Charter School student who has attended a JCCS during that quarter. This calculation shall include all students who were enrolled at the Charter School for any length of time immediately prior to attending a JCCS, regardless of home district. The

Charter School shall pay SDCOE for the invoiced costs as set forth above, within 60 days of the date of said invoice. In the event that the COE and Charter School cannot agree as to the amount owed pursuant to the calculations, the matter shall be resolved pursuant to the dispute resolution provision in the Charter School's charter. However, the Charter School shall pay any undisputed amount based on the timelines prescribed in this section.

This represents the full and final agreement between Charter School and the County Board as to its special education relationship, roles and responsibilities.

(i) **Additional Provisions**

(i) **Non-Assignment:**

Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall either Party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the advanced written consent of the other Party. Any assignment in violation of this provision shall be void.

(ii) **Enforceability:**

The Charter School understands and acknowledges that violations of any laws could subject its charter to revocation, pursuant to Education Code section 47607, subdivision (f). Charter School further understands that the County Board and the SDCSS, or designee, have the authority to compel compliance with this Agreement, in their sole discretion. Should the County Board or SDCSS, or designee, determine that the Charter School has failed to comply with a condition of this Agreement, or is violating or has violated law, SELPA policies, or any provision of this Agreement, the SDCOE may impose corrective action plans or utilize any of the other mechanisms it deems appropriate to enforce this Agreement and/or bring about proper conduct.

(iii) **Renewal.**

(1) The Parties recognize that renewal of the Charter for subsequent terms will require consideration of academic performance and other criteria set forth in Education Code sections 47607 and 47607.2.

(2) If the Charter School intends to apply for a renewal of its Charter, it must submit its petition in accordance with the Charter Schools Act.

(3) The Charter School may not submit a petition for renewal more than twelve (12) months in advance of its current charter term end date.

(iv) **Notices.**

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

If to the County Board: County Superintendent of Schools
San Diego County Office of Education
6401 Linda Vista Rd,
San Diego, CA 92111

If to the Charter School: Charter School Representative
Iftin Charter School
5465 El Cajon Blvd
San Diego, CA 92115

(v) **Material Revisions to Charter.**

Changes to the Charter that are material may not be made without the County Board's consideration and approval, unless otherwise expressly permitted by the Governor's Executive Orders or applicable law. Amendments to the Charter considered to be material include, but are not limited to, the following:

- (1) Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision
- (2) Changing to (or adding) a non-classroom-based program, if originally approved as a classroom-based program
- (3) Proposed changes in enrollment that differs by more than twenty (20) percent +/- of the enrollment originally projected in the Charter, or as approved by the County Board
- (4) Addition or deletion of grades or grade levels to be served
- (5) Admissions preferences changes
- (6) Governance structure changes, to be reviewed by SDCOE on a case-by-case basis to determine materiality
- (7) Expansion of operations to one or more additional site
- (8) Change of Charter School's location and facilities
- (9) Change of Charter School's name

The replacement of the Charter School with any other non-profit corporation or other operating body or governance structure shall be treated as a material revision of the Charter, subject to the review and approval of the County Board pursuant to applicable provisions of the Education Code.

(vi) **Severability.**

If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

(vii) **Entire Agreement.**

This Agreement represents the entire Agreement and understandings of the Parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed, such Parties acting by their representatives being thereunto duly authorized.

Iftin Charter School

Dated _____

By: _____
Board President

Dated _____

By: _____
Chief Executive Officer

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS

Dated _____

By: _____
San Diego County Superintendent
of Schools

Memorandum of Understanding
Between
San Diego Education Association
and
Iftin Charter School
Continued Online Learning in the 2020-2021 School Year
August 22, 2020

1. Safe Return to On-site Instruction
 - a. The Parties agree to continue to bargain the impacts and effects of the eventual safe return to onsite instruction.
2. Daily Schedule
 - a. The daily schedule shall be 7:40AM to 3:20pm
 - b. Unit members shall have a minimum of 60 minutes of daily prep time.
3. Educator Professional Development and Planning Week
 - a. The week of August 24, 2020 will be scheduled as virtual staff professional development and planning for unit members, which may be conducted on-site consistent with Iftin's COVID-19 preparedness, response, and control plan.
4. First Week of School
 - a. The week of August 31, 2020 shall be for unit member preparation and to set the stage for effective student learning.
 - b. Pursuant to the Education Code (Senate Bill 98), during the week of August 31, 2020, educators shall conduct a daily live synchronous check-in during the day to connect with students and families and set the stage for student learning.
 - c. Parent and Student Online Orientation
 - i. During this week, Unit members and Iftin shall collaborate to provide students and families the opportunity to participate in a series of online learning modules that will serve as an orientation for the new school year, which may include, but is not limited to:
 1. Health and Safety Requirements Related to COVID-19
 2. How to use Learning Management Systems

3. Social and Emotional Learning
4. Family Resources
5. Power School
 - a. Iftin administration shall ensure that all student contact information is entered and updated in Power School prior to the start of the student instructional calendar.
6. Instructional Aides
 - a. All TK-3 classroom teachers shall be assigned an Instructional Aide (IA) to assist with online instruction and parent communication.
 - b. Any unit member may request the support of an Instructional Aide (IA) based on the needs of students.
7. Access to Worksite
 - a. No unit member shall be compelled to return to the Iftin campus until the parties have reached agreement on the safe return to on-site instruction.
 - b. Unit members may choose to access and work from their classroom/workspace at Iftin, as they deem necessary, during regular school hours and in coordination with their site administrator and may only enter the site after completing the appropriate health screening process. In the event a bargaining unit member reports to a worksite, he/she/they shall be responsible for following state, county, local, and district health recommendations and Iftin policies and procedures.
 - c. Iftin shall provide access to working non-touch thermometers.
 - d. Iftin shall be responsible for the implementation of the following minimum safety protections against COVID-19:
 - i. Unit members shall be provided with masks.
 - ii. Masks shall be required and can only be removed once alone and, in the classroom.
 - iii. Unit members shall be notified of any and all persons who are given access to their classrooms and workspaces in a timely manner.
 - iv. Any and all persons given access to campus shall complete the appropriate health screening process and shall be required to wear a mask and shall maintain a minimum of 6 feet of social distance from other persons.

- v. All rooms shall be properly cleaned and disinfected by properly trained custodial staff utilizing the highest minimum standards based on state and county guidelines prior to being accessed by any unit members and then on a as needed basis.
- vi. Unit members whose workspace is not self-contained and/or who share a classroom/workspace shall coordinate and share the schedule with their administrator. When possible, unassigned classrooms/workspaces will be made available to members who share a workspace.
- vii. In-person meetings shall not be scheduled with other individuals while accessing the worksite.
- viii. Upon exiting their classroom/workspace, unit members shall conduct closing procedures including securing windows and doors, turning off lights, and emptying trash into designated receptacles.

8. Unit Member Materials and Equipment (During School Closures)

- a. Unit members shall coordinate with Iftin administration to obtain all necessary equipment to deliver online learning.
- b. Unit members who have a concern with their equipment will have a process to contact school Operations Manager and/ or IT Team to problem solve their concern.
- c. The Parties will monitor the implementation of this section in order to identify any members who may need additional support.
- d. Unit members shall not be liable for normal wear and tear and accidental damage to Iftin equipment checked out for off-site use.
- e. Unit members will not be required to use their personal devices. Unit members will be reimbursed for any required equipment once approved by Iftin Administration.

9. Student Materials and Supplies

- a. Pursuant to Senate Bill 98, online learning may include the use of print materials incorporating assignments that are the subject of written or oral feedback. Unit members and Iftin administration will coordinate to ensure that copies of printed

materials are made for students to support the online instructional program of unit members, when necessary.

- b. Appropriate instructional materials and supplies shall be provided and distributed to students by Iftin administration.
- c. Unit members shall be reimbursed for any necessary expenses that are approved in advance.

10. School Psychologist

- a. Iftin shall hire one certificated School Psychologist to provide integrated pupil supports and provide supports to address pupil trauma and social-emotional learning.

11. Leaves

- a. Unit members shall have access to leave provided by the Families First Coronavirus Response Act (FFCRA) in addition to any and all leaves provided under the SDEA/Iftin collective bargaining agreement.

12. Induction

- a. Iftin shall be responsible for any and all Induction costs for unit members participating in the San Diego County Office of Education (SDCOE) Induction program.

13. Evaluation

- a. During a distance learning instructional model, unit members may be informally evaluated only. In order to make informal observations and provide constructive feedback, support, and guidance, Iftin administrators shall be able to observe and/or monitor all methods of instruction and communication between unit members and students or parents. Unit members shall provide Iftin with all reasonable information to facilitate this. For the 2020-2021 school year evaluations will be formative to encourage unit member growth and development in the online-learning pedagogical approach. During an in-person and hybrid instructional model, Iftin will utilize the evaluation process provided for under the existing CBA.

14. All components of the current Collective Bargaining Agreement between the SDEA and Iftin not addressed by the terms of this agreement shall remain in full effect.
15. This agreement is non-precedent setting.
16. Given the fast-changing nature of this pandemic, the Parties may amend, delete, or add to this agreement with mutual consent.
17. This Agreement shall expire on the last day of the 2020-2021 school year, unless extended by mutual written agreement.

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2019 to June 30, 2020

Charter School Name: Iftin Charter School
 CDS #: 37683380108548
 Charter Approving Entity: San Diego Unified
 County: San Diego
 Charter #: 0680

This charter school uses the following basis of accounting:

(Please enter an "X" in the applicable box below; check only one box)

- Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 7438, 9400-9489, 9660-9669, 9796, and 9797)
- Modified Accrual Basis** (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439, and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
A. REVENUES				
1. LCFF Sources				
State Aid - Current Year	8011	1,027,828.00		1,027,828.00
Education Protection Account State Aid - Current Year	8012	66,654.00		66,654.00
State Aid - Prior Years	8019	(4,316.00)		(4,316.00)
Transfers to Charter Schools in Lieu of Property Taxes	8096	2,231,593.00		2,231,593.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		3,321,759.00	0.00	3,321,759.00
2. Federal Revenues (see NOTE in Section L)				
No Child Left Behind/Every Student Succeeds Act	8290		215,390.00	215,390.00
Special Education - Federal	8181, 8182		46,713.00	46,713.00
Child Nutrition - Federal	8220			0.00
Donated Food Commodities	8221			0.00
Other Federal Revenues	8110, 8260-8299			0.00
Total, Federal Revenues		0.00	262,103.00	262,103.00
3. Other State Revenues				
Special Education - State	StateRevSE		180,440.00	180,440.00
All Other State Revenues	StateRevAO	6,576.00	94,515.00	101,091.00
Total, Other State Revenues		6,576.00	274,955.00	281,531.00
4. Other Local Revenues				
All Other Local Revenues	LocalRevAO	28,295.00		28,295.00
Total, Local Revenues		28,295.00	0.00	28,295.00
5. TOTAL REVENUES				
		3,356,630.00	537,058.00	3,893,688.00
B. EXPENDITURES (see NOTE in Section L)				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	1,059,095.00	154,686.00	1,213,781.00
Certificated Pupil Support Salaries	1200	152,561.00		152,561.00
Certificated Supervisors' and Administrators' Salaries	1300	21,769.00	4,300.00	26,069.00
Other Certificated Salaries	1900			0.00
Total, Certificated Salaries		1,233,425.00	158,986.00	1,392,411.00

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2019 to June 30, 2020

Charter School Name: Iftin Charter School

CDS #: 37683380108548

2. Noncertificated Salaries

Noncertificated Instructional Salaries	2100	107,462.00	91,615.00	199,077.00
Noncertificated Support Salaries	2200	106,676.00		106,676.00
Noncertificated Supervisors' and Administrators' Salaries	2300			0.00
Clerical, Technical and Office Salaries	2400	178,034.00		178,034.00
Other Noncertificated Salaries	2900	237,210.00	2,620.00	239,830.00
Total, Noncertificated Salaries		629,382.00	94,235.00	723,617.00

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2019 to June 30, 2020

Charter School Name: Iftin Charter School

CDS #: 37683380108548

Description	Object Code	Unrestricted	Restricted	Total
3. Employee Benefits				
STRS	3101-3102	176,524.00	25,942.00	202,466.00
PERS	3201-3202	127,406.00	6,286.00	133,692.00
OASDI / Medicare / Alternative	3301-3302	75,173.00	6,554.00	81,727.00
Health and Welfare Benefits	3401-3402	226,234.00	13,704.00	239,938.00
Unemployment Insurance	3501-3502	21,655.00	4,579.00	26,234.00
Workers' Compensation Insurance	3601-3602	35,157.00	2,297.00	37,454.00
OPEB, Allocated	3701-3702			0.00
OPEB, Active Employees	3751-3752			0.00
Other Employee Benefits	3901-3902			0.00
Total, Employee Benefits		662,149.00	59,362.00	721,511.00
4. Books and Supplies				
Approved Textbooks and Core Curricula Materials	4100		28,305.00	28,305.00
Books and Other Reference Materials	4200		1,880.00	1,880.00
Materials and Supplies	4300	59,406.00	53,209.00	112,615.00
Noncapitalized Equipment	4400	29,795.00		29,795.00
Food	4700	76.00		76.00
Total, Books and Supplies		89,277.00	83,394.00	172,671.00
5. Services and Other Operating Expenditures				
Subagreements for Services	5100			0.00
Travel and Conferences	5200	2,520.00		2,520.00
Dues and Memberships	5300	4,644.00		4,644.00
Insurance	5400	34,139.00		34,139.00
Operations and Housekeeping Services	5500	128,919.00	5,160.00	134,079.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	36,991.74		36,991.74
Transfers of Direct Costs	5700-5799			0.00
Professional/Consulting Services and Operating Expend.	5800	467,913.00	134,458.00	602,371.00
Communications	5900	21,614.00		21,614.00
Total, Services and Other Operating Expenditures		696,740.74	139,618.00	836,358.74
6. Capital Outlay				
(Objects 6100-6170, 6200-6500 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Depreciation Expense (accrual basis only)	6900	40,482.00		40,482.00
Total, Capital Outlay		40,482.00	0.00	40,482.00
7. Other Outgo				
Transfers to Other Schools	7110-7143			0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2019 to June 30, 2020

Charter School Name: Iftin Charter School

CDS #: 37683380108548

Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399	(8,651.00)	8,651.00	0.00
Debt Service:				
Interest	7438			0.00
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		0.00	0.00	0.00
Total, Other Outgo		(8,651.00)	8,651.00	0.00
8. TOTAL EXPENDITURES		3,342,804.74	544,246.00	3,887,050.74

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2019 to June 30, 2020

Charter School Name: Iftin Charter School

CDS #: 37683380108548

Description	Object Code	Unrestricted	Restricted	Total
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		13,825.26	(7,188.00)	6,637.26
D. OTHER FINANCING SOURCES / USES				
1. Other Sources	8930-8979			0.00
2. Less: Other Uses	7630-7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	58,213.89	(58,213.89)	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		58,213.89	(58,213.89)	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)		72,039.15	(65,401.89)	6,637.26
F. FUND BALANCE / NET POSITION				
1. Beginning Fund Balance/Net Position				
a. As of July 1	9791	1,917,481.48	77,608.25	1,995,089.73
b. Adjustments/Restatements	9793, 9795			0.00
c. Adjusted Beginning Fund Balance /Net Position		1,917,481.48	77,608.25	1,995,089.73
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		1,989,520.63	12,206.36	2,001,726.99
Components of Ending Fund Balance (Modified Accrual Basis only)				
a. Nonspendable				
1. Revolving Cash (equals Object 9130)	9711			0.00
2. Stores (equals Object 9320)	9712			0.00
3. Prepaid Expenditures (equals Object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed				
1. Stabilization Arrangements	9750			0.00
2. Other Commitments	9760			0.00
d. Assigned	9780			0.00
e. Unassigned/Unappropriated				
1. Reserve for Economic Uncertainties	9789			0.00
2. Unassigned/Unappropriated Amount	9790M			0.00
3. Components of Ending Net Position (Accrual Basis only)				
a. Net Investment in Capital Assets	9796	190,905.30		190,905.30
b. Restricted Net Position	9797		12,206.36	12,206.36
c. Unrestricted Net Position	9790A	1,798,615.33	0.00	1,798,615.33

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2019 to June 30, 2020

Charter School Name: Iftin Charter School

CDS #: 37683380108548

Description	Object Code	Unrestricted	Restricted	Total
G. ASSETS				
1. Cash				
In County Treasury	9110	1,199,428.69		1,199,428.69
Fair Value Adjustment to Cash in County Treasury	9111			0.00
In Banks	9120	389,260.64	12,206.36	401,467.00
In Revolving Fund	9130			0.00
With Fiscal Agent/Trustee	9135			0.00
Collections Awaiting Deposit	9140			0.00
2. Investments	9150			0.00
3. Accounts Receivable	9200			0.00
4. Due from Grantor Governments	9290	408,791.54		408,791.54
5. Stores	9320			0.00
6. Prepaid Expenditures (Expenses)	9330	40,524.65		40,524.65
7. Other Current Assets	9340	7,826.32		7,826.32
8. Capital Assets (accrual basis only)	9400-9489	190,905.30		190,905.30
9. TOTAL ASSETS		2,236,737.14	12,206.36	2,248,943.50
H. DEFERRED OUTFLOWS OF RESOURCES				
1. Deferred Outflows of Resources	9490			0.00
2. TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
I. LIABILITIES				
1. Accounts Payable	9500	214,277.04		214,277.04
2. Due to Grantor Governments	9590	32,939.64		32,939.64
3. Current Loans	9640			0.00
4. Unearned Revenue	9650			0.00
5. Long-Term Liabilities (accrual basis only)	9660-9669			0.00
6. TOTAL LIABILITIES		247,216.68	0.00	247,216.68
J. DEFERRED INFLOWS OF RESOURCES				
1. Deferred Inflows of Resources	9690			0.00
2. TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
K. FUND BALANCE /NET POSITION				
Ending Fund Balance /Net Position, June 30 (G9 + H2) - (I6 + J2) (must agree with Line F2)		1,989,520.46	12,206.36	2,001,726.82

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2019 to June 30, 2020

Charter School Name: Iftin Charter School

CDS #: 37683380108548

L. FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT

NOTE: IF YOUR CHARTER SCHOOL RECEIVED FEDERAL FUNDING, AS REPORTED IN SECTION A2, THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED IN ORDER FOR THE CDE TO CALCULATE COMPLIANCE WITH THE FEDERAL EVERY STUDENT SUCCEEDS ACT (ESSA) MAINTENANCE OF EFFORT REQUIREMENT:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "NONE")	Capital Outlay	Debt Service	Total
a. NONE			0.00
b. _____			0.00
c. _____			0.00
d. _____			0.00
e. _____			0.00
f. _____			0.00
g. _____			0.00
h. _____			0.00
i. _____			0.00
j. _____			0.00
TOTAL FEDERAL REVENUES USED FOR CAPITAL OUTLAY AND DEBT SERVICE	0.00	0.00	0.00

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Objects of Expenditures	Amount (Enter "0.00" if none)
a. Certificated Salaries	1000-1999 0.00
b. Noncertificated Salaries	2000-2999 0.00
c. Employee Benefits	3000-3999 0.00
d. Books and Supplies	4000-4999 0.00
e. Services and Other Operating Expenditures	5000-5999 0.00
TOTAL COMMUNITY SERVICES EXPENDITURES	0.00

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2019 to June 30, 2020

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3. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2018-19 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2021-22.

a. Total Expenditures (B8)	3,887,050.74
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	262,103.00
c. Subtotal of State & Local Expenditures [a minus b]	3,624,947.74
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total]	40,482.00
TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE [c minus d minus e]	\$ 3,584,465.74

Instructional Materials Proposal 2020 - 2021

1) Developmental Reading Assessment (DRA)

<https://www.pearsonassessments.com/store/usassessments/en/Store/Professional-Assessments/Academic-Learning/Reading/Developmental-Reading-Assessment-%7C-Second-Edition-PLUS/p/100001222.html?tab=pricing-ordering>

The DRA assessment is an assessment tool teachers will use to determine student reading levels 3 times a year. This data will be used to drive teacher instruction, guided reading groups, and to help identify at-risk students who are not showing progress. Every student who is not reading at a level Z or higher will be assessed.

Pricing

Kit	Quantity	Price	Total
DRA Kit Gr. K-3	2	\$450	\$900
DRA Kit Gr. 4-8	3	\$ 389	\$1,167
DRA Student Assessment Folder	13 packs of 30	\$43.70	\$568.10
			\$2,635.10

**I suggest ordering 1 kit per grade level to limit the need to share school-wide. The quantities are reflective of kits we already have.*

2) Literacy Footprints <https://www.literacyfootprints.com/overview>

The Literacy Footprints is an instructional tool teachers will use to implement Guided Reading in the classroom virtually or in-person. The literacy footprints framework provides teachers with lesson plans, 6 guided reading books at several levels as well as integrated reading and writing. The literacy footprints in the classroom also align with the books being used in our ELD program.

Pricing

Kit	Quantity	Price	Total
Kindergarten	2	\$2,850	\$5,700
1st grade	1	\$3,750	\$3,750
2nd grade	1	\$2,550	\$2,550
3rd grade	2	\$2,025	\$4,050
4th grade	2	\$2,025	\$4,050
5th/6th grade	3	\$2,400	\$7,200
Teacher Resource Kit	9	\$200	\$1,800
			\$25,100

**I suggest ordering 1 kit per class. The quantity is reflective of what has already been purchased.*

3) Book: Literacy Continuum

The focus this year is to build a robust guided reading program to help develop the literacy across the school. This book will be used as a book study and will be used to guide professional development. Teachers will use this tool to understand the principles of guided reading but also how to effectively plan for guided reading. This book will also work in conjunction with understanding the components of the lesson plans from the literacy footprints program.

Pricing

Kit	Quantity	Price	Total
Literacy Continuum by Fountas and Pinnell	14	\$69.90	\$978.60

**I suggest ordering 1 per teacher grade K-5, then 2 for grade 6-8 and 2 for SPED and ELD.*

4) Raz Kids Plus and Headsprout

These two programs will supplement our literacy program. RAZ Kids Plus will give teachers additional access to leveled text and lesson plans as well as give students access to thousands of books on their level to read independently at home or in school. Headsprouts is a digital learning program that will identify the students current level then build a path to becoming a fluent reader.

Pricing

Kit	Quantity	Price	Total
RAZ Kids Plus (includes RAZ Kids and Reading A-Z) and Headsprouts	16 licences for a year	\$5,056	\$5,056