



“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, October 23, 2020 at 5:30PM

Join Zoom Meeting

<https://us02web.zoom.us/j/81876396524>

Meeting ID: 818 7639 6524

One tap mobile

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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 5:30PM

Roll Call

Faisal Ali	President
Rahmo Abdi	Secretary
Mulki Hersi	Treasurer
Joe Udall	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 9/16/20, 9/26/20, 9/30/20.
- B) Board Policies
 - a. Access to School Records Policy
 - b. Comprehensive Local Plan for SPED Policy
 - c. School Connected Organizations Policy
 - d. School Web Sites Policy
 - e. Uniform Complaint Procedures Policy

- f. Volunteer Assistance Policy
- g. Administration Leeway in Absence of Board Policy
- h. Administrative Staff Organization Policy
- i. Concepts and Roles 2000 Policy
- j. Director Recruitment and Selection Policy
- k. Director Responsibilities and Duties Policy
- l. Director's Contract Policy
- m. Director's Governance Standards Policy
- n. Evaluation of the Director Policy
- o. Representative and Deliberative Groups Policy
- p. Concepts and Roles 3000 Policy
- q. Consultants Policy
- r. Educational Travel Program Contracts Policy
- s. Inventories Policy
- t. Petty Cash Funds Policy
- u. School Revolving Funds Policy
- v. Civil and Legal Rights Policy
- w. Code of Ethics
- x. Criminal Record Check Policy
- y. Duties of Personnel Policy
- z. Employee Assistance Programs Policy
- aa. Employee Property Reimbursement Policy
- bb. Employee Safety Policy
- cc. Ergonomics Policy
- dd. Legal Status Requirement Policy
- ee. Maintenance of Criminal Offender Records Policy
- ff. Oath or Affirmation Policy
- gg. Publication or Creation of Materials Policy
- hh. Sick Leave Policy
- ii. Child Abuse Reporting Procedures
- jj. Child Health and Disability Prevention Program
- kk. Concepts and Roles policy
- ll. Exclusions from Attendance Policy
- mm. Head Lice Policy
- nn. Health Examinations Policy
- oo. Immunizations Policy
- pp. Student Computer Use Policy
- qq. Iftin Charter Independent Study Policy

- rr. Organization Policy
- ss. Parent and Family Engagement Policy
- tt. Discipline Policy

Discussion Items

- A) Parent and Family Engagement Policy
- B) Student Discipline Policy
- C) Board member stipend resolution policy

Action Items

- A) Resolution to Tax Defer Member Paid Contribution
- B) Employer resolution deduction plan
- C) Board member stipend resolution A
- D) Board member stipend resolution B

Closed Session

None.

Report to Open Session

Reportable Action:

Advanced Planning

The next regularly scheduled Governing Board Meeting is to be held on Friday, November 20, 2020 at 5:30PM

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 Wednesday, September 16, 2020 at 5:30PM

Join Zoom Meeting

<https://us02web.zoom.us/j/84122663891>

Meeting ID: 841 2266 3891

One tap mobile

+16699006833,,84122663891# US (San Jose)

+13462487799,,84122663891# 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 5:31PM

Roll Call

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

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

DISCUSSION ITEMS

- A) Staff Retention Plan
- B) Revised budget including multi-year projections

Faisal Ali: Joshua welcome. If you could specifically highlight for us the areas that changed since we last approved the budget.



GOVERNING BOARD MINUTES - Special Meeting

Joshua Eng: The County Office has requested a revised budget with multi-year projections. If can summarize, the previous board approved budget projected a \$40,541.00 net income for the year. With the new budget we are now projecting at this moment a \$57,983.00 a net increase. It increased by \$17,442. Mostly due to receiving the Coronavirus relief funds from the federal government. We did also build two out years projections. 2021/22 and 2022/23 budget.

Faisal Ali: Thank you Josh. We will now move on to the other item on the discussion Staff Retention Plan.

An overview of the staff retention was discussed (Attachment 1). Effective strategies to retain staff.

- Continued support and mentorship
- Training and Professional learning communities
- Appraisal system
- Exit feedback survey

Action Item

- A) Staff Retention Plan
- B) Revised budget including multi-year projections
- C) BeUtmost Contract
- D) Discovery Science Curriculum
- E) Board Policy School Reopening

Faisal Ali: Do I have a motion to approve the staff retention plan?

Mulki Hersi: I motion.

Rahmo Abdi: I second.

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

Faisal Ali: Do I have a motion to approve the Revised budget including multi-year projections?

Rahmo Abdi: I motion.

Mulki Hersi: I second.

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

Faisal Ali: Do I have the motion to approve BeUtmost Contract?

Mulki Hersi: I motion.

Rahmo Abdi: I second.

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



GOVERNING BOARD MINUTES - Special Meeting

Faisal Ali: Do I have the motion to approve the Discovery Science Curriculum?

Rahmo Abdi: I motion.

Mulki Hersi: I second.

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

Faisal Ali: Do I have the motion to approve the Board policy school reopening?

Rahmo Abdi: I motion.

Mulki Hersi: I second.

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

Report to Open Session

Reportable Action: None

Advance Planning

The next regularly scheduled Governing Board Meeting is to be held **on Saturday, September 26, 2020** at 10:00Am.

Adjournment 5:57 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 Operations Manager, Abdi Mohamud, at Mohamud@iftincharter.net

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

Charter School Name: Iftin Charter School
 (name continued)
 CDS #: 37 68338 0108548
 Charter Approving Entity: San Diego County Office of Education
 County: San Diego
 Charter #: 0680
 Fiscal Year: 2020/21

This charter school uses the following basis of accounting:

- Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)
 Modified Accrual Basis (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	FY 2020/21			Totals for 2021/22	Totals for 2022/23
		Unrestricted	Restricted	Total		
A. REVENUES						
1. LCFF Sources						
State Aid - Current Year	8011	1,032,027.00	0.00	1,032,027.00	1,037,115.00	1,037,169.00
Education Protection Account State Aid - Current Year	8012	66,654.00	0.00	66,654.00	66,654.00	66,654.00
State Aid - Prior Years	8019	0.00	0.00	0.00		
Transfers of Charter Schools in Lieu of Property Taxes	8096	2,231,593.00	0.00	2,231,593.00	2,231,593.00	2,231,576.00
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00		
Total, LCFF Sources		3,330,274.00	0.00	3,330,274.00	3,335,362.00	3,335,399.00
2. Federal Revenues						
Every Student Succeeds Act (Titles I - V)	8290	0.00	213,530.00	213,530.00	213,530.00	213,530.00
Special Education - Federal	8181, 8182	0.00	43,625.00	43,625.00	48,750.00	48,750.00
Child Nutrition - Federal	8220	0.00	0.00	0.00		
Donated Food Commodities	8221	0.00	0.00	0.00		
Other Federal Revenues	8110, 8260-8299	0.00	384,052.00	384,052.00		
Total, Federal Revenues		0.00	641,207.00	641,207.00	262,280.00	262,280.00
3. Other State Revenues						
Special Education - State	StateRevSE	0.00	208,656.00	208,656.00	208,502.00	208,502.00
All Other State Revenues	StateRevAO	53,803.00	17,006.00	70,809.00	71,437.00	71,436.00
Total, Other State Revenues		53,803.00	225,662.00	279,465.00	279,939.00	279,938.00
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	37,000.00	0.00	37,000.00	37,000.00	37,000.00
Total, Local Revenues		37,000.00	0.00	37,000.00	37,000.00	37,000.00
5. TOTAL REVENUES						
		3,421,077.00	866,869.00	4,287,946.00	3,914,581.00	3,914,617.00
B. EXPENDITURES						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	1,049,591.00	117,565.00	1,167,156.00	992,622.00	992,622.00
Certificated Pupil Support Salaries	1200	0.00	60,000.00	60,000.00	51,000.00	51,000.00
Certificated Supervisors' and Administrators' Salaries	1300	201,572.00	8,000.00	209,572.00	180,322.00	180,322.00
Other Certificated Salaries	1900	0.00	0.00	0.00		
Total, Certificated Salaries		1,251,163.00	185,565.00	1,436,728.00	1,223,944.00	1,223,944.00
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	140,322.00	73,892.00	214,214.00	182,081.90	182,081.90
Non-certificated Support Salaries	2200	79,120.00	0.00	79,120.00	67,252.00	67,252.00
Non-certificated Supervisors' and Administrators' Sal.	2300	191,727.00	8,000.00	199,727.00	171,977.00	171,977.00
Clerical and Office Salaries	2400	121,368.00	56,000.00	177,368.00	151,320.80	151,320.80
Other Non-certificated Salaries	2900	177,936.00	0.00	177,936.00	151,245.60	151,245.60
Total, Non-certificated Salaries		710,473.00	137,892.00	848,365.00	723,877.30	723,877.30

Description	Object Code	FY 2020/21			Totals for 2021/22	Totals for 2022/23
		Unrestricted	Restricted	Total		
3. Employee Benefits						
STRS	3101-3102	198,816.00	31,060.00	229,876.00	192,902.60	221,533.86
PERS	3201-3202	169,934.00	23,833.00	193,767.00	186,209.11	184,588.71
OASDI / Medicare / Alternative	3301-3302	74,135.00	11,597.00	85,732.00	78,791.00	73,123.90
Health and Welfare Benefits	3401-3402	210,467.01	32,532.99	243,000.00	243,000.00	247,860.00
Unemployment Insurance	3501-3502	18,836.00	3,004.00	21,840.00	21,840.00	22,276.80
Workers' Compensation Insurance	3601-3602	40,168.00	5,534.00	45,702.00	38,956.44	39,735.56
OPEB, Allocated	3701-3702	0.00	0.00	0.00		
OPEB, Active Employees	3751-3752	0.00	0.00	0.00		
Other Employee Benefits	3901-3902	0.00	0.00	0.00		
Total, Employee Benefits		712,356.01	107,560.99	819,917.00	761,699.14	789,118.74
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	14,397.00	1,755.00	16,152.00	16,152.04	16,475.08
Books and Other Reference Materials	4200	0.00	50,251.00	50,251.00	15,250.42	15,555.43
Materials and Supplies	4300	36,342.00	65,508.00	101,850.00	71,342.00	72,768.84
Noncapitalized Equipment	4400	32,211.00	52,387.00	84,598.00	75,106.00	76,608.12
Food	4700	488.00	0.00	488.00	488.00	497.76
Total, Books and Supplies		83,438.00	169,901.00	253,339.00	178,338.46	181,905.23
5. Services and Other Operating Expenditures						
Subagreements for Services	5100	0.00	0.00	0.00	0.00	0.00
Travel and Conferences	5200	4,602.00	9,000.00	13,602.00	13,602.00	13,874.04
Dues and Memberships	5300	6,006.00	0.00	6,006.00	6,006.00	6,126.12

Insurance	5400	42,614.00	0.00	42,614.00	42,614.00	43,466.28
Operations and Housekeeping Services	5500	71,296.00	58,000.00	129,296.00	89,296.00	91,081.92
Rentals, Leases, Repairs, and Noncap. Improvements	5600	97,488.00	0.00	97,488.00	197,549.00	201,499.98
Transfers of Direct Costs	5700-5799	0.00	0.00	0.00	0.00	0.00
Professional/Consulting Services and Operating Expend.	5800	369,653.00	147,159.00	516,812.00	549,208.00	565,684.24
Communications	5900	25,796.00	0.00	25,796.00	25,797.00	26,312.94
Total, Services and Other Operating Expenditures		617,455.00	214,159.00	831,614.00	924,072.00	948,045.52
6. Capital Outlay (Objects 6100-6170, 6200-6500 for mod. accrual basis)						
Land and Improvements of Land	6100-6170	0.00	0.00	0.00		
Buildings and Improvements of Buildings	6200	0.00	0.00	0.00		
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0.00	0.00	0.00		
Equipment	6400	0.00	0.00	0.00		
Equipment Replacement	6500	0.00	0.00	0.00		
Depreciation Expense (for full accrual only)	6900	40,000.00	0.00	40,000.00	40,000.00	40,000.00
Total, Capital Outlay		40,000.00	0.00	40,000.00	40,000.00	40,000.00
7. Other Outgo						
Tuition to Other Schools	7110-7143	0.00	0.00	0.00		
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00		
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0.00	0.00	0.00		
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00		
All Other Transfers	7281-7299	0.00	0.00	0.00		
Transfers of Indirect Costs	7300-7399	0.00	0.00	0.00		
Debt Service:						
Interest	7438	0.00	0.00	0.00		
Principal	7439	0.00	0.00	0.00		
Total, Other Outgo		0.00	0.00	0.00	0.00	0.00
8. TOTAL EXPENDITURES		3,414,885.01	815,077.99	4,229,963.00	3,851,930.90	3,906,890.79
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		6,191.99	51,791.01	57,983.00	62,650.10	7,726.21

Description	Object Code	FY 2020/21			Totals for 2021/22	Totals for 2022/23
		Unrestricted	Restricted	Total		
D. OTHER FINANCING SOURCES / USES						
1. Other Sources	8930-8979	0.00	0.00	0.00		
2. Less: Other Uses	7630-7699	0.00	0.00	0.00		
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0.00	0.00	0.00	51,791.00	(51,791.00)
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00	0.00	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		6,191.99	51,791.01	57,983.00	62,650.10	7,726.21
F. FUND BALANCE, RESERVES						
1. Beginning Fund Balance						
a. As of July 1	9791	1,989,520.63	12,206.36	2,001,726.99	2,059,709.99	2,122,360.09
b. Adjustments to Beginning Balance	9793, 9795	0.00	0.00	0.00		
c. Adjusted Beginning Balance		1,989,520.63	12,206.36	2,001,726.99	2,059,709.99	2,122,360.09
2. Ending Fund Balance, June 30 (E + F.1.c.)		1,995,712.62	63,997.37	2,059,709.99	2,122,360.09	2,130,086.30
Components of Ending Fund Balance						
a. Nonspendable						
Revolving Cash	9711	0.00		0.00		
Stores	9712	0.00	0.00	0.00		
Prepaid Expenditures	9713	0.00	0.00	0.00		
All Others	9719	0.00	0.00	0.00		
b. Restricted	9740		0.00	0.00		
c. Committed						
Stabilization Arrangements	9750	0.00		0.00		
Other Commitments	9760	0.00		0.00		
d. Assigned						
Other Assignments	9780	0.00		0.00		
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	0.00	0.00	0.00		
Undesignated / Unappropriated Amount	9790	1,995,712.62	63,997.37	2,059,709.99	2,122,360.09	2,130,086.30

Iftin Charter School Cash Flow - Current Year

ACCT	REST	NAME	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	REFORECASTED	
			JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	ACCRUAL	TOTAL	BUDGET
LCFF REVENUE			53,612	184,687	375,316	271,269	271,269	287,932	271,269	216,342	354,097	176,678	176,678	160,756	530,368	3,330,274	3,330,274
FEDERAL REVENUE			-	-	-	-	-	253,936	53,383	-	-	53,383	-	50,284	230,222	641,207	641,207
OTHER STATE			-	-	-	-	-	21,917	-	-	-	16,297	-	16,297	24,217	78,729	78,729
LOCAL			8,631	8,631	19,235	19,235	19,235	19,235	19,235	24,860	24,860	24,860	24,860	3,700	21,160	237,736	237,736
TOTAL REVENUES			62,243	193,318	394,551	290,504	290,504	583,020	343,887	241,202	378,957	271,218	201,538	231,037	805,967	4,287,946	4,287,946
CERTIFICATED SALARIES			23,530	23,530	138,883	138,883	138,883	138,883	138,883	138,883	139,092	139,092	139,092	139,092	-	1,436,728	1,436,728
CLASSIFIED SALARIES			36,012	54,862	78,426	78,426	78,426	78,426	78,426	78,426	78,803	78,803	78,803	50,527	-	848,365	848,365
EMPLOYEE BENEFITS			58,084	43,728	75,025	75,025	75,025	75,025	75,025	75,025	75,421	75,421	75,664	41,446	-	819,917	819,917
TOTAL PERSONNEL EXPENSES			117,626	122,121	292,334	292,334	292,334	292,334	292,334	292,334	293,317	293,317	293,560	231,065	-	3,105,010	3,105,010
BOOKS AND SUPPLIES			22,156	35,437	28,796	22,156	22,156	22,156	22,156	15,516	15,703	15,703	15,703	15,703	-	253,339	253,339
SERVICES AND OTHER OPEX			65,392	66,753	66,913	66,753	72,891	66,753	76,393	66,753	66,672	69,638	69,404	69,406	7,896	831,614	831,614
CAPITAL OUTLAY			3,320	3,320	3,320	3,320	3,320	3,320	3,320	3,320	3,360	3,360	3,360	3,360	(0)	40,000	40,000
OTHER OUTGOING			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL OPERATIONAL EXPENSES			90,868	105,509	99,029	92,229	98,367	92,229	101,869	85,588	85,735	88,700	88,467	88,468	7,896	1,124,953	1,124,953
TOTAL EXPENSES			208,495	227,630	391,363	384,562	390,701	384,562	394,203	377,922	379,052	382,017	382,027	319,533	7,896	4,229,963	4,229,963
Net Income			(146,252)	(34,312)	3,188	(94,058)	(100,197)	198,458	(50,316)	(136,720)	(95)	(110,799)	(180,489)	(88,497)	798,071	57,983	57,983
Check			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

CASH BALANCE AT BEGINNING OF YEAR 7/1/2020	1,600,896																6/30/2021		
ACCOUNTS RECEIVABLE (9220, 9200, 9290)	(408,792)	331,355					77,437										(805,967)	(805,967)	
INTRACOMPANY RECEIVABLES																		-	
PREPAID EXPENSES (9330)	(40,525)	29,291		11,234														-	
CURRENT OTHER EXPENSES (9345)																		-	
OTHER ASSETS	(7,826)																	(7,826)	
ACCOUNTS PAYABLE (9500)	124,295	(97,734)	(26,561)												7,896			7,896	
ACCRUED SALARIES AND TAXES (9501)	50,964	(41,623)	(9,341)															-	
SHORT TERM LOANS	71,957	(39,049)	(32,908)															-	
DEFERRED REVENUE																		-	
OTHER CURRENT LIABILITIES (9590, 9660, 9661)																		-	
CAPITAL EXPENDITURES (FIXED ASSETS)	(190,905)	3,320	3,320	3,320	3,320	3,320	3,320	3,320	3,320	3,320	3,360	3,360	3,360	3,360				(150,905)	
OTHER INVESTING ACTIVITIES																			-
EQUITY TRANSFER																			-
CASH FLOW FINANCING - SECURED DEBT																			-
LOAN PAYABLES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
DEFERRED LEASE EXPENSE (9667)																		-	
	185,560	(65,490)	14,554	3,320	3,320	80,757	3,320	3,320	3,320	3,360	3,360	3,360	3,360	(798,071)					
Net	(146,252)	(34,312)	3,188	(94,058)	(100,197)	198,458	(50,316)	(136,720)	(95)	(110,799)	(180,489)	(88,497)	798,071						
CHANGE IN CASH	39,308	(99,802)	17,742	(90,738)	(96,877)	279,215	(46,996)	(133,400)	3,265	(107,439)	(177,129)	(85,137)	0						
CASH BALANCE	1,640,204	1,540,402	1,558,144	1,467,406	1,370,529	1,649,744	1,602,747	1,469,347	1,472,612	1,365,173	1,188,045	1,102,908	1,102,908						

Iftin Charter School Cash Flow - OutYear 1

ACCT	REST	NAME													REFORECASTED		
			JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	ACCRUAL	TOTAL	BUDGET
LCFF REVENUE			-	185,497	338,067	271,410	271,410	288,073	271,410	291,693	402,073	252,110	252,110	268,773	242,737	3,335,362	3,335,362
FEDERAL REVENUE			-	-	-	-	-	-	53,383	-	-	53,383	-	50,284	105,231	262,280	262,280
OTHER STATE			-	-	-	-	22,544	-	-	-	-	16,297	-	16,297	24,217	79,356	79,356
LOCAL			10,029	10,029	21,752	21,752	21,752	21,752	21,752	21,752	21,752	21,752	21,752	21,752	-	237,582	237,582
TOTAL REVENUES			10,029	195,526	359,819	293,162	293,162	332,370	346,545	313,445	423,825	343,542	273,862	357,107	372,186	3,914,581	3,914,581
CERTIFICATED SALARIES			24,180	24,180	117,486	117,486	117,486	117,486	117,486	117,486	117,667	117,667	117,667	117,667	-	1,223,944	1,223,944
CLASSIFIED SALARIES			30,897	46,920	66,949	66,949	66,949	66,949	66,949	66,949	67,100	67,100	67,100	43,066	-	723,877	723,877
EMPLOYEE BENEFITS			56,612	42,030	69,473	69,473	69,473	69,473	69,473	69,473	69,856	69,856	70,099	36,409	-	761,699	761,699
TOTAL PERSONNEL EXPENSES			111,689	113,130	253,908	253,908	253,908	253,908	253,908	253,908	254,623	254,623	254,866	197,141	-	2,709,520	2,709,520
BOOKS AND SUPPLIES			15,336	21,617	18,476	15,336	15,336	15,336	15,336	12,196	12,343	12,343	12,343	12,343	-	178,339	178,339
SERVICES AND OTHER OPEX			73,093	74,453	74,613	74,453	80,600	74,453	84,108	74,453	74,373	77,343	77,110	77,111	7,908	924,071	924,071
CAPITAL OUTLAY			3,320	3,320	3,320	3,320	3,320	3,320	3,320	3,320	3,360	3,360	3,360	3,360	-	40,000	40,000
OTHER OUTGOING			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL OPERATIONAL EXPENSES			91,749	99,390	96,409	93,109	99,256	93,109	102,764	89,969	90,076	93,045	92,812	92,814	7,908	1,142,410	1,142,410
TOTAL EXPENSES			203,438	212,519	350,318	347,017	353,165	347,017	356,672	343,877	344,698	347,668	347,678	289,955	7,908	3,851,930	3,851,930
Net Income			(193,409)	(16,993)	9,501	(53,855)	(60,002)	(14,648)	(10,128)	(30,432)	79,127	(4,126)	(73,816)	67,152	364,278	62,650	62,650

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	1,102,908													6/30/2022		
CASH BALANCE AT BEGINNING OF YEAR 7/1/2021	1,102,908													6/30/2022		
ACCOUNTS RECEIVABLE (9220, 9200, 9290)	(805,967)	287,037	75,235	75,235	199,559	185,096	-	-	-	-	-	-	-	-	372,186	388,380
INTRACOMPANY RECEIVABLES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PREPAID EXPENSES (9330)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CURRENT OTHER EXPENSES (9345)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OTHER ASSETS	(7,826)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(7,826)
ACCOUNTS PAYABLE (9500)	7,896	(7,896)	-	-	-	-	-	-	-	-	-	-	-	-	7,908	7,908
ACCRUED SALARIES AND TAXES (9501)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SHORT TERM LOANS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DEFERRED REVENUE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OTHER CURRENT LIABILITIES (9590, 9660, 9661)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CAPITAL EXPENDITURES (FIXED ASSETS)	(150,905)	3,320	3,320	3,320	3,320	3,320	3,320	3,320	3,320	3,320	3,360	3,360	3,360	3,360	-	(110,905)
OTHER INVESTING ACTIVITIES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
EQUITY TRANSFER	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CASH FLOW FINANCING - SECURED DEBT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
LOAN PAYABLES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DEFERRED LEASE EXPENSE (9667)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Check	-	282,461	78,555	78,555	202,879	188,416	3,320	3,320	3,320	3,360	3,360	3,360	3,360	3,360	336,546	

CHANGE IN CASH 89,052 61,562 88,056 149,024 128,414 (11,328) (6,808) (27,112) 82,487 (766) (70,456) 70,512 700,824

CASH BALANCE 1,191,960 1,253,522 1,341,579 1,490,602 1,619,016 1,607,688 1,600,881 1,573,769 1,656,256 1,655,490 1,585,035 1,655,546 2,356,370



Subject: Staff Retention Plan

Policy

INTRODUCTION:

Powerful national research reinforces the importance of highly skilled, well-trained, and diverse educators. This begins, of course, with ensuring teacher and school leader effectiveness. Further, studies indicate that for students of color, having a teacher of color during their educational experience can have a positive impact on improving student performance in reading and math, increasing the likelihood that Black students are identified as gifted, reducing suspension rates, decreasing dropout rates, and improving students' hopes of attending college. Moreover, providing students with exposure to teachers and school leaders of color serves the important function of demonstrating from a young age to both students of color and white students that people of color can and should hold positions of authority in our society. ¹

“It is important for children of color to see people like them in places of power and leadership so that they can aspire to those positions.”—Veronica/ New York City school student.¹

Research finds that nationwide the average charter school loses between 20 to 25 percent of their teachers each year. For new teachers, the studies show that the attrition rate is 40 percent annually. Since Iftin is urban public charter school, its attrition historical data indicate that Iftin is doing much better retention rate than the average charter school of its size and similar demographics. However, Iftin is committed to making as much efforts as humanly possible to retain its effective leaders, teachers and other staff members.

As such Iftin Board of directors understand the critical role that strong teachers, staff, school leaders and other professionals play in students' success which is central to closing achievement and opportunity gap for students at all levels as studies show. Iftin charter school serves the most vulnerable who need stable and effective teachers and staff that would make the maximum positive impact on student learning and are driven to make a difference for their students.

Iftin Board is therefore committed to establishing this plan of retaining its effective school leadership members, teachers, staff and other professionals in order to provide our students a high-quality education that prepares them for college, career and civic life.

OVERVIEW OF THE RETENTION PLAN

Iftin is putting in place effective strategies to retain its workforce with the following targeted actions in conjunction with our bargaining agreement with our certificated teaching units:

1. Provide continuous support and mentorship to the leadership with NCUST's high performing urban school model.
 2. Require leadership to make uninterrupted efforts to increase teachers' satisfaction with working conditions, salaries and benefits according the bargaining agreement scales, and professional learning opportunities.
 3. Establish clear, written expectations for effective teaching and train teachers on these expectations; establish a teacher evaluation system with regular classroom observations that include feedback around these clear expectations. Create a professional development plan based on areas of improvement identified through evaluations and teachers' self-assessments feedback.
 4. Create a system to keep effective and top teachers.
 5. Create an exit feedback survey for staff members who choose to not return for the next school year to analyze their reasons for leaving the school and make a reasonable plan based on the common areas of concern identified.
-
- 1) Iftin Board recognizes that effective leadership creates a positive school culture where staff satisfaction is a top priority. Thus, Iftin has partnered with San Diego State University' National Center for Urban School Transformation to provide an ongoing training and mentorship to the school leadership. NCUST has committed to provide 12 hours in a month of individualized mentorship, training and professional development to the CEO, the principal, the instructional leader and operations manager (the Leadership Team) in order to make Iftin one of the highest performing schools in the nation. According to NCUST, leading schools to become places where all demographic groups of students 1) benefit from a positive transformational culture, 2) have access to challenging academic curricula, and 3) receive effective instruction that results in engagement and mastery in not easy. Even the most energetic, creative, and ambitious leaders cannot lead a school to excellent and equitable learning results without the effort of many others, including teachers, counselors, secretaries, custodians, nurses, administrators, parents/family members, community-agency staff, and students. School leaders, working solo, will not be able to establish the school characteristics or improvement systems necessary to transform their schools. Urban school leaders will not generate excellent and equitable learning results unless they influence a critical mass of the school community members. As such Iftin is committed to retaining its staff by creating a positive school culture where all members feel valued, respected and their needs met.
 - 2) Iftin Board requires that the leadership team make uninterrupted efforts to increase teachers' satisfaction with working conditions, salaries and benefits according the bargaining agreement scales, and professional learning opportunities. Iftin leadership team will make every effort to support new

¹ <https://seeourtruth-ny.edtrust.org/wp-content/uploads/sites/9/2017/10/See-Our-Truth.pdf>

teachers by providing them ongoing coaching and professional developments that meet their needs. Iftin has a policy to pay the new teachers' BTSA (Teacher Induction) by supporting its new teacher to clear their credential and improve their teaching strategies. Iftin teachers chose this year a committee consisting of three elected teachers who will help the admin team develop an evaluation system that is fair and tiered and based on individual teachers' areas of improvement and then Iftin will provide an ongoing training and professional development based on those areas identified. Iftin is one of the few charter schools that its certificated staff has a union that protects their rights in terms of the working conditions as well as their salary scale and benefits based on negotiated fair compensations. The Board respects teachers' rights of organizing and fair representation and is committed to respecting such rights. Teachers are also provided leadership roles in the areas of their choices in committees such as a) Iftin advisory committee; b) curriculum, instruction and PD; c) culture and climate; d) community and communications; and e) data and assessment. Iftin also created Instructional Leadership Team (ILT) consisting of three vertical team leaders and the leadership team and they are responsible in creating better working conditions for the teaching staff.

- 3) The Iftin Board requires the leadership team to establish clear, written expectations for effective teaching and train teachers on these expectations. These expectations may change from year to year depending on the areas of focus; however, teachers are communicated at the beginning of the school year and they are trained on these identified expectations. Here are this year's teaching expectations:

Engages and supports all students in learning.

- Uses Project Based Learning to teach and reinforce basic skills.
- Uses Cooperative Learning to teach students to work collaboratively.
- Plans and conducts activities for a balanced program of instruction that provides students with skills in reading, writing, computing, and speaking, throughout the curriculum.
- Plans and supervises class projects, field trips, visits by guest speakers or other activities, and guides students in learning from those activities.
- Counsels students when adjustment and academic problems arise.

Creates and maintains effective environments for learning.

- Establishes and enforces rules for behavior and procedures for maintaining order in the classroom and on the playground.
- Teaches knowledge, skills, habits, and ideals that promote learning and good behavior.

Understands and organizes subject matter for learning.

- Works with grade level and vertical teams to map the curriculum to the State of CA standards, looking for overall coherence within and across grade levels.

Plans instruction for and designs learning experiences for all students.

- Uses differentiated teaching strategies and instructional methods including Blackboard Configuration (BBC), Professional Learning Communities (PLC), Systematic English Language Development (SELD), and guided reading supports, to meet the needs of all learners and learning styles.
- Modifies and supplements the curriculum to fill and close gaps for students.

Assesses students' learning.

- Assesses all new students to determine ability levels, language proficiency, reading, math and other basic skill levels.
- Prepares monthly formative assessments to monitor student growth and learning, identifies struggling students, and delivers targeted interventions to improve student performance.
- Sets high but achievable goals for each student.
- Identifies students for individualized instruction, After School, or Saturday School intervention.
- Improves students' academic performance as measured by standardized tests, monthly benchmarks and other assessments of learning.

Reflects on own teaching practice to develop as a professional educator.

- Works with families, communities and colleagues to improve professional practice.
- Uses the strategies, tools, and resources gained in professional development.

Fulfills professional responsibilities

- Establishes and maintains effective relationships.
- Develops a personal relationship, based on care, love, and support, with each student.
- Confers frequently with parents or guardians, teachers, counselors, and administrators in order to resolve students' behavioral and academic problems.
- Complies with established rules, regulations, policies, contracts and laws.

- Complies with all laws for Special Education including Child Search/Find efforts, Student Study Team participation, and in-service training.
- Completes duties and assignments; participates in committees, extra-curricular activities, and service to the school.

Records regular and accurate student attendance and adheres to all students schedules.

- Maintains accurate and complete student records as required by laws, school policies and regulations.
- Shows consistency in grades and grade policies; shows evidence of integrity in the assignment, grading consistency, and fairness of homework.
- Selects, stores, orders, issues, and inventories classroom equipment, materials, and supplies.

4. If the Board recognizes that it is very hard to replace the effective and top teachers who are the backbone of the school and as such directs the school leadership to come up with effective and systematic ways to identify, recognize and retain those teachers by implementing the following research-based ways:

- 1. Tell great teachers how much you value them.** Identify the teachers who are most critical to your school's academic success and spend time with them. Tell them you appreciate what they do for students and make sure they know they play a vital role in the success of your school. ^[L]_{SEP}
- 2. Tell great teachers that you want them to stay.** Check in with teachers early and often about their plans for the next year. Keep in mind that many teachers use the winter holidays to think about what's next, so block off time after Thanksgiving to tell top teachers how much you want them to return. Ask them about their own interests and concerns, and if they are considering other options, ask what you can do to convince them to stay. ^[L]_{SEP}
- 3. Help top teachers grow professionally.** Get to know their interests and development needs and work together to develop a plan for them to reach the next level. The plan should include the teacher's short- and long-term goals, resources to help the teacher achieve those goals, and a series of development opportunities to support the teacher's career growth and increase their impact. These might include content specific trainings or opportunities to work with expert teachers throughout the

district. Revisit the development plan frequently while also providing positive and critical feedback following observations and walkthroughs. ^{[[L]]}_{[[SEP]]}

4. Ask top teachers for feedback about how you can better support teachers and students. Ask for specific feedback about how you can improve your school's culture and be a stronger instructional leader. Listen to their answers and let them know what you'll do differently as a result. ^{[[L]]}_{[[SEP]]}

5. Make it hard to leave your school. Look for ways to make life easier for your top teachers – whether it's excusing them from entry-level professional development or allowing them to keep their room from year to year. ^{[[L]]}_{[[SEP]]}

6. Put top teachers in charge of something important. Invest top teachers in the school by involving them in decision-making and inviting them to join your leadership team. If your best teachers are interested in expanding their influence, leverage them for leadership responsibilities rather than overloading them with administrative responsibilities such as running Scantrons. ^{[[L]]}_{[[SEP]]}

7. Reach out to top teachers with support and encouragement when they need it most – not just during Teacher Appreciation Week. Keep in mind that recognition from students means the world to top teachers. Look for ways to help students ¹show their appreciation for what teachers have done for them. ^{[[L]]}_{[[SEP]]}

8. Pay attention to school culture and address concerns that could drive away great teachers. Use in-service time at the start of the year to rally all teachers around a clear and specific definition of excellent teaching and a set of goals for improving the school's climate and culture. Revisit these goals regularly in staff meetings and check in with teachers about how to make the school a better place for teaching and learning. ^{[[L]]}_{[[SEP]]}

9. Don't let success be a secret. Set aside 5 to 10 minutes in staff meetings to publicly celebrate teachers who have done exceptional work in the classroom or achieved a notable milestone with their students. Congratulate them and tie what they're doing to the school's goals and vision for great teaching. ^{[[L]]}_{[[SEP]]}

¹ https://tntp.org/assets/teacher-talent-toolbox-resources/Planning_Guide_-_Teacher_Retention.pdf

10. Tell great teachers that you appreciate them. If you already told them how much you value them, tell them again. Great teachers who regularly hear encouraging messages from their principal plan to remain on their campus for nearly twice as long. ¹

In conclusion, Iftin charter school Board is committed to retaining its staff, especially the leadership and certificated and will do whatever in its power to ensure that top and effective teachers stay at this school where they are making real difference in the lives of the most vulnerable and neediest students in the nation. We will continuously support our staff both financially and morally as much as feasible and we are pleased that this school year all of our certificated staff returned except one teacher who moved out of the state. This shows that our efforts in the last year is working and we will continue to provide our leadership the resources they need to retain our staff and provide them ongoing support.

BE UTMOST INC.
YOUTH FITNESS AGREEMENT
EIN: 27-1504068

This agreement is by and between Be Utmost Inc., a 501(c)(3) California non profit organization and Iftin Charter School (“School”), a California nonprofit public benefit corporation effective September 3, 2019, for the 2020-2021 school year.

1. Be Utmost Inc is trained to administer and operate the Physical Learning Activity for its Youth Fitness Program, which is further described in the attached Statement of Essential Elements.
2. Be Utmost Inc. will provide its Youth Fitness Program with qualified trainers on the campus of Iftin Charter for the benefit of Iftin Charter students on the following days and times that are described on attachment. See exhibit a for calendar
3. Be Utmost Inc. will operate within the codes & guidelines of the California Department of Education and its grade level standards. Be Utmost will comply with schooling grading system and data entry for the California Physical Fitness Testing (PFT).

Any changes to the agreed upon schedule (outside of weather or an emergency) must be submitted to Be Utmost Inc. in writing a minimum of 30 days in advance.

4. Iftin Charter School staff will retain primary custody of and responsibility for its students at all times during the Youth Fitness Program. Be Utmost Inc. trainers will provide instruction, demonstration, and coaching pursuant to the Youth Fitness Program under the ultimate direction and control of the principal of Iftin Charter School.

5. Iftin Charter School will compensate Be Utmost Inc. for its Youth Fitness Program as follows:

- A flat fee of 5,500.00 will be billed every month for a 10 month period
- Iftin Charter School will be billed on the 15th of every month
- Fitness Instruction and Online classroom instruction
- Program Cost: \$ 55,000.00**

6. Be Utmost Inc. agrees to defend, indemnify, and save free and harmless the school, its officers, agents and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from, or alleged to have arisen from Be Utmost’s, its officers, employees, agents, performance or lack thereof, under this Agreement.

Iftin Charter School agrees to hold harmless and indemnify to Be Utmost Inc., its officers, agents and employees, with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of persons or damage to, destruction, loss or theft of property arising out of willful misconduct or negligence by the District hereunder.

BE UTMOST INC.
YOUTH FITNESS AGREEMENT

7. For the duration of the Youth Fitness Program, Be Utmost Inc. will provide evidence of the following insurance coverage:

Commercial General Liability coverage with limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate; coverage for sexual abuse and molestation will be included. Iftin Charter School will be named as an additional insured pursuant to a separate endorsement which shall be provided along with evidence of insurance prior to commencement of the Youth Fitness Program;

Auto Liability insurance for owned, scheduled, non-owned or hired automobiles (“any” auto) and Workers’ Compensation with combined single limits of at least \$1,000,000 per accident/claim.

8. Be Utmost Inc. instructors shall be permitted on school site during regular school hours as long as that employee or independent contractor and/or its contracting agents or any subcontractor complies with the following FINGERPRINT REQUIREMENTS: During the entire term of this AGREEMENT, the CONTRACTOR shall fully comply with the provisions of Education Code 45125.1 (Fingerprint Requirements).

9. Provider shall comply with the school’s background check process requirement for each staff person providing services on any school campus and obtain tuberculosis (TB) clearance prior to providing services.

10. For purposes of this agreement, liaisons of the parties shall be:

<u>Be Utmost Inc</u>	<u>Iftin Charter School</u>
Rajive Otah, Executive Director	Ali Hori, Principal
619 471 4757	619-265-2411
rotah@beutmost.org	Hori@iftincharter.net

11. This Agreement shall terminate on June 17, 2021, unless extended in writing by the parties. Either party may terminate this agreement without cause upon 30 days written notice to the other party. This agreement is the entire agreement between the parties, superseding all prior and contemporaneous agreements, representations and promises, whether oral or in writing. Breach of contract will result in penalty fees charged to client unless arranged in writing by both parties approval. Client will pay fifty percent (50%) of the total compensation due, minus any payments already received . Time is of the essence. This agreement is subject to the laws of the State of California.

Be Utmost Inc.

Iftin Charter School

Print

Print

Signature

Signature

Date: _____

Date: _____

By: Rajive Otah, Executive Director

By: Ali Hori, Principal

Phone: 619 471 4757

Phone: 619.265.2411

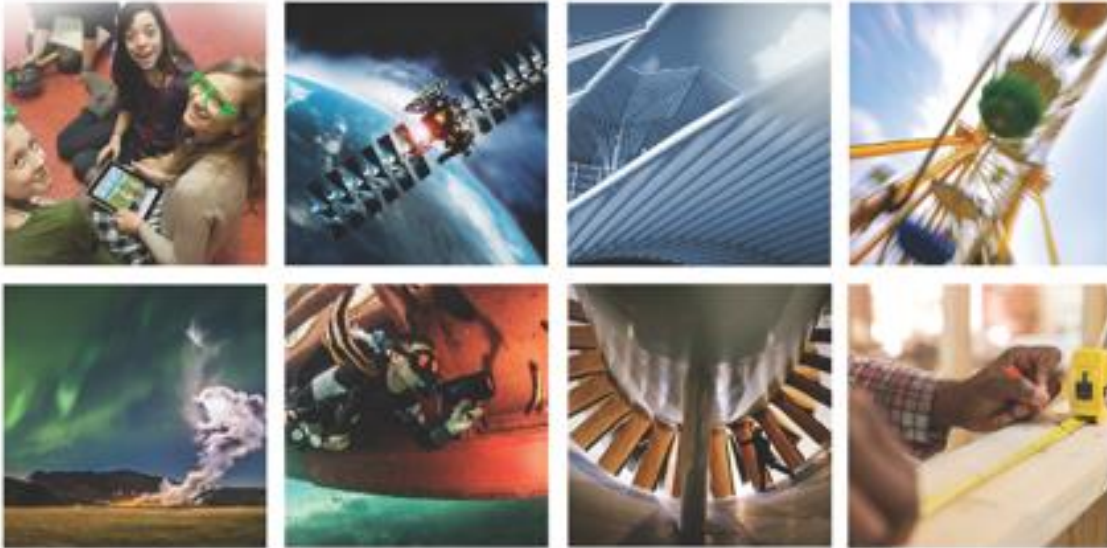
Rotah@beutmost.org

Hori@iftincharter.net

Iftin Charter Elementary School

Partnership Proposal

September 4th , 2020



IN PARTNERSHIP WITH Iftin Charter Elementary School

Discovery Education is proud to partner with **Iftin Charter Elementary School** in creating systematic and sustainable change throughout all classrooms. Discovery Education's mission is to transform teaching and learning through innovative partnerships with districts, states, and like-minded organizations worldwide. To achieve this goal, Discovery Education leverages their extensive experience in providing comprehensive solutions through research-based professional development, robust digital content and immersive community engagements that have proven successful in positively impacting students, particularly in those schools with challenges associated with increasing the engagement and achievement of all students.

Partnership Goals

Though implementation of this partnership plan, Discovery Education will support the district's articulated goals of:

- Driving the digital transition
- Integrating digital content into K-12 curriculum with professional development support
- Improving educators' content knowledge and efficacy
- Impacting academic achievement
- Increasing student engagement
- Integrating standards-based digital content into K-12 curriculum
- Maximizing the investment in district technology

Partnership Outcomes

As a result of this successful partnership, **all provisioned** teachers and students in **Iftin Charter Elementary School** will have access to up-to-date, relevant, award-winning standards-aligned digital content.

ABOUT DISCOVERY EDUCATION

Discovery Education is the global leader in standards-based digital content for K-12 classrooms and is empowering educators to transform teaching and learning through award-winning digital textbooks, multimedia content, professional development, and the largest professional learning community of its kind. Serving 4.5 million educators and over 50 million students around the globe, Discovery Education's services are in half of U.S. classrooms, 50 percent of all primary schools in the UK, and more than 50 countries worldwide.

Digital Solutions



Discovery Education Science Techbook™ is a powerful, simple-to-use, digital program that boosts the rigor and relevance of your K-12 Science program, fuels digital transformation, and supports implementation of the Next Generation Science Standards. Built around the 5E model of instruction, Techbook is a non-linear curriculum pathway that promotes inquiry-based learning, enhances critical thinking, and improves student achievement. You will be receiving the CA adopted version of Science Techbook



The Discovery Education Experience combines dynamic curated curriculum resources with grab-and-go instructional strategies, personalized for your needs as an educator. This ever-growing collection of real-world content brings excitement and relevancy to the topics you teach, so all students have opportunities to unlock their true potential.



STEM Connect is a K-8 interdisciplinary product that will enhance your core curriculum. No matter where your teachers and students are in terms of STEM readiness or STEM expertise, STEM Connect provides rich, real-world problem solving in easy-to-use supplementary units. These elements are paired with rich and academically rigorous non-fiction literacy applications, including the use of grade-level appropriate literacy skills of reading, speaking and listening and writing.



Discovery Education believes in the power of a professional learning network to support teacher growth and encourage sharing of best practices. As part of our partnership we offer Discovery Educator Network (DEN) support. The DEN is a global community of education professionals who are passionate about transforming the learning experience with digital media.

The DEN connects members across town and around the world through social media, virtual conferences, and in-person events - fostering valuable networking, idea-sharing, and inspiration. Through the DEN, educators are able to connect and share best practices that enable them to be more effective in the classroom. These connections give educators opportunities to develop their leadership capabilities and help their districts build capacity. Membership in the Discovery Educator Network is available to districts that license one or more Discovery Education digital services.

PARTNER INVESTMENT

Scope & Deliverables	Details	Investment
Digital Content	Discovery Education Experience	Included in price of Science Licenses
Digital Content	<p style="text-align: center;">California Aligned NGSS Science Techbook License:</p> <p style="text-align: center;">Note* Each Premium License includes access to the Digital and Print (consumable workbook) and kit resources. These licenses are priced at \$129 per K-5 student for a 3-year term and at \$132 for 6-8 students for a 3-year term.</p> <p style="text-align: center;"> k-45 1-38 2-42 3-44 4-44 5-41 k-5= 254 licenses 6-49 7-50 8-49 6-8= 148 Total student licenses- 402 </p>	\$52,302
Digital Content	STEM Connect	Included in price of Science Licenses
Print Materials	<ul style="list-style-type: none"> Consumable workbooks for each student. Delivered annually 	Included in price of Science licenses
HOA Kit Materials	<ul style="list-style-type: none"> Hands-On Lab Kits packaged and delivered for each grade level 	Included in price of Science licenses
Total Investment:		\$52,302

*Pricing is based on a 3-year term beginning 10/1/2020- 9/30/2023

TERMS

1. Upon award of this proposal, Discovery Education will provide a Subscriber Agreement to **Ifin Charter Elementary School** that must be signed before Discovery Education services will be provided.
2. This offer is valid until September 28th 2020. The terms and conditions set forth herein shall not be binding on either party until such time as the parties enter into and execute a Subscriber Agreement.
3. Any rates, fees, or prices offered or proposed in connection with a multiple-year agreement are subject to the execution of a multiple-year agreement between **Ifin Charter Elementary School** and Discovery Education, such agreement not to include any right or option to terminate due to lack of funding or budget.
4. Maximum of 25 participants per Professional Development Session.
5. This proposal is for discussion purposes only. The terms contained herein are non-binding and nothing herein is intended to constitute an agreement between the parties. The terms herein are confidential and may not be disclosed without written consent of Discovery Education.



Price Quote

Amplify

55 Washington Street, Suite 900
 Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-39721-1
Date: 8/28/2020
Expires On: 9/27/2020

Customer Contact Information

Lucy Mizell
 IFTIN CHARTER ELEM SCHOOL
 6192652411
 mizell@iftincharter.net

Amplify Contact Information

Kirk Van Wagoner
 Senior Account Executive
 (760) 696-0709
 kvanwagoner@amplify.com

1 Year Digital Licenses

Grade K

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade K Kits	2.00	\$3,058.72	\$6,117.44
Amplify Science GK California - Digital Teacher's Guide License - 1yr (2020-2021)	2.00	\$75.00	\$150.00
Amplify Science Elementary School: Grade K Print Teacher Guides (1 qty per unit)	2.00	\$156.80	\$313.60
TOTAL			\$6,581.04

Grade 1

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 1 Kits	2.00	\$2,946.72	\$5,893.44
Amplify Science G1 California - Digital Teacher's Guide License - 1yr (2020-2021)	2.00	\$75.00	\$150.00
Amplify Science Elementary School: Grade 1 Print Teacher Guides (1 qty per unit)	2.00	\$156.80	\$313.60
Amplify Science ES CA Student Book Bundle [6 pack], G1	1.00	\$586.88	\$586.88
TOTAL			\$6,943.92

Grade 2

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 2 Kits	2.00	\$3,056.48	\$6,112.96
Amplify Science G2 California - Digital Teacher's Guide License - 1yr (2020-2021)	2.00	\$75.00	\$150.00

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 2 Print Teacher Guides (1 qty per unit)	2.00	\$156.79	\$313.58
Amplify Science ES CA Student Book Bundle [6 pack], G2	1.00	\$586.88	\$586.88
TOTAL			\$7,163.42

Grade 3

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 3 Kits	2.00	\$4,870.88	\$9,741.76
Amplify Science G3 California - Digital Teacher's Guide License - 1yr (2020-2021)	2.00	\$100.00	\$200.00
Amplify Science Elementary School: Grade 3 Print Teacher Guides (1 qty per unit)	2.00	\$201.59	\$403.18
Amplify Science ES CA Student Book Bundle [6 pack], G3	2.00	\$771.68	\$1,543.36
Amplify Science Grade 3 NGSS Benchmark Assessments- includes classroom access (up to 36) - Field Test - 1yr (2020-2021)	2.00	\$0.00	\$0.00
TOTAL			\$11,888.30

Grade 4

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 4 Kits	2.00	\$4,047.68	\$8,095.36
Amplify Science G4 California - Digital Teacher's Guide License - 1yr (2020-2021)	2.00	\$100.00	\$200.00
Amplify Science Elementary School: Grade 4 Print Teacher Guides (1 qty per unit)	2.00	\$201.59	\$403.18
Amplify Science ES CA Student Book Bundle [6 pack], G4	2.00	\$771.68	\$1,543.36
Amplify Science Grade 4 NGSS Benchmark Assessments - includes classroom access (up to 36) - Field Test - 1yr (2020-2021)	2.00	\$0.00	\$0.00
TOTAL			\$10,241.90

Grade 5

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 5 Kits	2.00	\$3,683.68	\$7,367.36
Amplify Science G5 California - Digital Teacher's Guide License - 1yr (2020-2021)	2.00	\$100.00	\$200.00
Amplify Science Elementary School: Grade 5 Print Teacher Guides (1 qty per unit)	2.00	\$201.59	\$403.18
Amplify Science ES CA Student Book Bundle [6 pack], G5	1.00	\$804.16	\$804.16
Amplify Science Grade 5 NGSS Benchmark Assessments - includes classroom access (up to 36) - Field Test - 1yr (2020-2021)	2.00	\$0.00	\$0.00
TOTAL			\$8,774.70

Grade 6

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G6 California - Digital Student License - 1yr (2020-2021)	45.00	\$25.00	\$1,125.00
Amplify Science Middle School: Grade 6 Integrated Course Model Print Teacher Guides (1 qty per unit)	1.00	\$336.00	\$336.00
Amplify Science Middle School: Grade 6 Integrated Course Model Kits	1.00	\$3,263.68	\$3,263.68
Amplify Science MS: Integrated Grade 6 Benchmark Assessments, student license (PDF and/or QTI) - Field Test - 1yr (2020-2021)	45.00	\$0.00	\$0.00
TOTAL			\$4,724.68

Grade 7

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G7 California - Digital Student License - 1yr (2020-2021)	45.00	\$25.00	\$1,125.00
Amplify Science Middle School: Grade 7 Integrated Course Model Print Teacher Guides (1 qty per unit)	1.00	\$336.00	\$336.00
Amplify Science Middle School: Grade 7 Integrated Course Model Kits	1.00	\$3,656.80	\$3,656.80
Amplify Science MS: Integrated Grade 7 Benchmark Assessments, student license (PDF and/or QTI) - Field Test - 1yr (2020-2021)	45.00	\$0.00	\$0.00
TOTAL			\$5,117.80

Grade 8

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G8 California - Digital Student License - 1yr (2020-2021)	50.00	\$25.00	\$1,250.00
Amplify Science Middle School: Grade 8 Integrated Course Model Print Teacher Guides (1 qty per unit)	1.00	\$336.00	\$336.00
Amplify Science Middle School: Grade 8 Integrated Course Model Kits	1.00	\$3,948.00	\$3,948.00
Amplify Science MS: Integrated Grade 8 Benchmark Assessments, student license (PDF and/or QTI) - Field Test - 1yr (2020-2021)	50.00	\$0.00	\$0.00
TOTAL			\$5,534.00

ESTIMATED SALES TAX (10%)

\$6,241.98

GRAND TOTAL

\$73,211.74

Scope and Duration**Payment Terms:**

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices include estimated sales tax.

- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: until 07/01/2021.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- **FOR SHIPPED MATERIALS:**
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

Quote Special Terms

California Sales Tax

Please note that for California customers, we have included a Sales Tax Estimate calculated at 10% of the price of all print materials indicated in the price table above, to aid with budgeting. The exact sales tax amount due may vary based on county and/or municipality.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order, check or [credit card authorization form](#)
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card authorization form:

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to Accountsreceivable@amplify.com or fax them to (347)-662-2402
- **Please do not mail credit card authorization forms.**

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").
2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.
3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).
4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).
5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.
6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-

identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information



Price Quote

Amplify

55 Washington Street, Suite 900
 Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-39688-1
Date: 8/28/2020
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Customer Contact Information

Lucy Mizell
 IFTIN CHARTER ELEM SCHOOL
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Amplify Contact Information

Kirk Van Wagoner
 Senior Account Executive
 (760) 696-0709
 kvanwagoner@amplify.com

1 Year Digital Licenses; 1 Year Student Consumables

Grade K

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade K Kits	2.00	\$3,058.72	\$6,117.44
Amplify Science GK California - Digital Teacher's Guide License - 1yr (2020-2021)	2.00	\$75.00	\$150.00
Amplify Science Elementary School: Grade K Print Teacher Guides (1 qty per unit)	2.00	\$156.80	\$0.00
Amplify Science Kindergarten Investigation Notebook Bundle (1 qty per unit)	35.00	\$6.69	\$234.15
TOTAL			\$6,501.59

Grade 1

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 1 Kits	2.00	\$2,946.72	\$5,893.44
Amplify Science G1 California - Digital Teacher's Guide License - 1yr (2020-2021)	2.00	\$75.00	\$150.00
Amplify Science Elementary School: Grade 1 Print Teacher Guides (1 qty per unit)	2.00	\$156.80	\$0.00
Amplify Science Grade 1 Investigation Notebook Bundle (1 qty per unit)	40.00	\$6.69	\$267.60
Amplify Science ES CA Student Book Bundle [6 pack], G1	1.00	\$586.88	\$586.88
TOTAL			\$6,897.92

Grade 2

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 2 Kits	2.00	\$3,056.48	\$6,112.96

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G2 California - Digital Teacher's Guide License - 1yr (2020-2021)	2.00	\$75.00	\$150.00
Amplify Science Elementary School: Grade 2 Print Teacher Guides (1 qty per unit)	2.00	\$156.79	\$0.00
Amplify Science Grade 2 Investigation Notebook Bundle (1 qty per unit)	40.00	\$10.05	\$402.00
Amplify Science ES CA Student Book Bundle [6 pack], G2	1.00	\$586.88	\$586.88
TOTAL			\$7,251.84

Grade 3

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 3 Kits	2.00	\$4,870.88	\$9,741.76
Amplify Science G3 California - Digital Teacher's Guide License - 1yr (2020-2021)	2.00	\$100.00	\$200.00
Amplify Science Elementary School: Grade 3 Print Teacher Guides (1 qty per unit)	2.00	\$201.59	\$0.00
Amplify Science Grade 3 Investigation Notebook Bundle (1 qty per unit)	45.00	\$13.40	\$603.00
Amplify Science ES CA Student Book Bundle [6 pack], G3	2.00	\$771.68	\$1,543.36
Amplify Science Grade 3 NGSS Benchmark Assessments- includes classroom access (up to 36) - Field Test - 1yr (2020-2021)	2.00	\$0.00	\$0.00
TOTAL			\$12,088.12

Grade 4

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 4 Kits	2.00	\$4,047.68	\$8,095.36
Amplify Science G4 California - Digital Teacher's Guide License - 1yr (2020-2021)	2.00	\$100.00	\$200.00
Amplify Science Elementary School: Grade 4 Print Teacher Guides (1 qty per unit)	2.00	\$201.59	\$0.00
Amplify Science Grade 4 Investigation Notebook Bundle (1 qty per unit)	45.00	\$13.40	\$603.00
Amplify Science ES CA Student Book Bundle [6 pack], G4	2.00	\$771.68	\$1,543.36
Amplify Science Grade 4 NGSS Benchmark Assessments - includes classroom access (up to 36) - Field Test - 1yr (2020-2021)	2.00	\$0.00	\$0.00
TOTAL			\$10,441.72

Grade 5

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 5 Kits	2.00	\$3,683.68	\$7,367.36
Amplify Science G5 California - Digital Teacher's Guide License - 1yr (2020-2021)	2.00	\$100.00	\$200.00

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 5 Print Teacher Guides (1 qty per unit)	2.00	\$201.59	\$0.00
Amplify Science Grade 5 Investigation Notebook Bundle (1 qty per unit)	40.00	\$13.40	\$536.00
Amplify Science ES CA Student Book Bundle [6 pack], G5	1.00	\$804.16	\$804.16
Amplify Science Grade 5 NGSS Benchmark Assessments - includes classroom access (up to 36) - Field Test - 1yr (2020-2021)	2.00	\$0.00	\$0.00
TOTAL			\$8,907.52

Grade 6

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G6 California - Digital Student License - 1yr (2020-2021)	45.00	\$25.00	\$1,125.00
Amplify Science CA Grade 6 Investigation Notebook Bundle (1 qty per unit)	45.00	\$30.15	\$1,356.75
Amplify Science Middle School: Grade 6 Integrated Course Model Print Teacher Guides (1 qty per unit)	1.00	\$336.00	\$0.00
Amplify Science Middle School: Grade 6 Integrated Course Model Kits	1.00	\$3,263.68	\$3,263.68
Amplify Science MS: Integrated Grade 6 Benchmark Assessments, student license (PDF and/or QTI) - Field Test - 1yr (2020-2021)	45.00	\$0.00	\$0.00
TOTAL			\$5,745.43

Grade 7

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G7 California - Digital Student License - 1yr (2020-2021)	45.00	\$25.00	\$1,125.00
Amplify Science CA Grade 7 Investigation Notebook Bundle (1 qty per unit)	45.00	\$30.15	\$1,356.75
Amplify Science Middle School: Grade 7 Integrated Course Model Print Teacher Guides (1 qty per unit)	1.00	\$336.00	\$0.00
Amplify Science Middle School: Grade 7 Integrated Course Model Kits	1.00	\$3,656.80	\$3,656.80
Amplify Science MS: Integrated Grade 7 Benchmark Assessments, student license (PDF and/or QTI) - Field Test - 1yr (2020-2021)	45.00	\$0.00	\$0.00
TOTAL			\$6,138.55

Grade 8

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G8 California - Digital Student License - 1yr (2020-2021)	50.00	\$25.00	\$1,250.00
Amplify Science CA Grade 8 Investigation Notebook Bundle (1 qty per unit)	50.00	\$30.15	\$1,507.50
Amplify Science Middle School: Grade 8 Integrated Course Model Print Teacher Guides (1 qty per unit)	1.00	\$336.00	\$0.00
Amplify Science Middle School: Grade 8 Integrated Course Model Kits	1.00	\$3,948.00	\$3,948.00

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science MS: Integrated Grade 8 Benchmark Assessments, student license (PDF and/or QTI) - Field Test - 1yr (2020-2021)	50.00	\$0.00	\$0.00
TOTAL			\$6,705.50

ESTIMATED SALES TAX (10%) \$6,612.82

GRAND TOTAL \$77,291.01

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices include estimated sales tax.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: until 07/01/2021.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- **FOR SHIPPED MATERIALS:**
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

Quote Special Terms

California Sales Tax

Please note that for California customers, we have included a Sales Tax Estimate calculated at 10% of the price of all print materials indicated in the price table above, to aid with budgeting. The exact sales tax amount due may vary based on county and/or municipality.

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Please include these three documents with your order:

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- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

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To expedite your order, please email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card authorization form:

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to Accountsreceivable@amplify.com or fax them to (347)-662-2402
- **Please do not mail credit card authorization forms.**

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").
2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.
3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement

in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information



Price Quote

Amplify

55 Washington Street, Suite 900
 Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-39720-1
Date: 8/28/2020
Expires On: 9/27/2020

Customer Contact Information

Lucy Mizell
 IFTIN CHARTER ELEM SCHOOL
 6192652411
 mizell@iftincharter.net

Amplify Contact Information

Kirk Van Wagoner
 Senior Account Executive
 (760) 696-0709
 kvanwagoner@amplify.com

3 Year Digital Licenses

Grade K

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade K Kits	2.00	\$3,058.72	\$6,117.44
Amplify Science GK California - Digital Teacher's Guide License - 3yr (2020-2023)	2.00	\$216.00	\$432.00
Amplify Science Elementary School: Grade K Print Teacher Guides (1 qty per unit)	2.00	\$156.80	\$313.60
TOTAL			\$6,863.04

Grade 1

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 1 Kits	2.00	\$2,946.72	\$5,893.44
Amplify Science G1 California - Digital Teacher's Guide License - 3yr (2020-2023)	2.00	\$216.00	\$432.00
Amplify Science Elementary School: Grade 1 Print Teacher Guides (1 qty per unit)	2.00	\$156.80	\$313.60
Amplify Science ES CA Student Book Bundle [6 pack], G1	1.00	\$586.88	\$586.88
TOTAL			\$7,225.92

Grade 2

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 2 Kits	2.00	\$3,056.48	\$6,112.96
Amplify Science G2 California - Digital Teacher's Guide License - 3yr (2020-2023)	2.00	\$216.00	\$432.00

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 2 Print Teacher Guides (1 qty per unit)	2.00	\$156.79	\$313.58
Amplify Science ES CA Student Book Bundle [6 pack], G2	1.00	\$586.88	\$586.88
TOTAL			\$7,445.42

Grade 3

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 3 Kits	2.00	\$4,870.88	\$9,741.76
Amplify Science G3 California - Digital Teacher's Guide License - 3yr (2020-2023)	2.00	\$288.00	\$576.00
Amplify Science Elementary School: Grade 3 Print Teacher Guides (1 qty per unit)	2.00	\$201.59	\$403.18
Amplify Science ES CA Student Book Bundle [6 pack], G3	2.00	\$771.68	\$1,543.36
Amplify Science Grade 3 NGSS Benchmark Assessments- includes classroom access (up to 36) - Field Test - 3yr (2020-2023)	2.00	\$0.00	\$0.00
TOTAL			\$12,264.30

Grade 4

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 4 Kits	2.00	\$4,047.68	\$8,095.36
Amplify Science G4 California - Digital Teacher's Guide License - 3yr (2020-2023)	2.00	\$288.00	\$576.00
Amplify Science Elementary School: Grade 4 Print Teacher Guides (1 qty per unit)	2.00	\$201.59	\$403.18
Amplify Science ES CA Student Book Bundle [6 pack], G4	2.00	\$771.68	\$1,543.36
Amplify Science Grade 4 NGSS Benchmark Assessments - includes classroom access (up to 36) - Field Test - 3yr (2020-2023)	2.00	\$0.00	\$0.00
TOTAL			\$10,617.90

Grade 5

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 5 Kits	2.00	\$3,683.68	\$7,367.36
Amplify Science G5 California - Digital Teacher's Guide License - 3yr (2020-2023)	2.00	\$288.00	\$576.00
Amplify Science Elementary School: Grade 5 Print Teacher Guides (1 qty per unit)	2.00	\$201.59	\$403.18
Amplify Science ES CA Student Book Bundle [6 pack], G5	1.00	\$804.16	\$804.16
Amplify Science Grade 5 NGSS Benchmark Assessments - includes classroom access (up to 36) - Field Test - 3yr (2020-2023)	2.00	\$0.00	\$0.00
TOTAL			\$9,150.70

Grade 6

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G6 California - Digital Student License - 3yr (2020-2023)	45.00	\$63.00	\$2,835.00
Amplify Science Middle School: Grade 6 Integrated Course Model Print Teacher Guides (1 qty per unit)	1.00	\$336.00	\$336.00
Amplify Science Middle School: Grade 6 Integrated Course Model Kits	1.00	\$3,263.68	\$3,263.68
Amplify Science MS: Integrated Grade 6 Benchmark Assessments, student license (PDF and/or QTI) - Field Test - 3yr (2020-2023)	45.00	\$0.00	\$0.00
TOTAL			\$6,434.68

Grade 7

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G7 California - Digital Student License - 3yr (2020-2023)	45.00	\$63.00	\$2,835.00
Amplify Science Middle School: Grade 7 Integrated Course Model Print Teacher Guides (1 qty per unit)	1.00	\$336.00	\$336.00
Amplify Science Middle School: Grade 7 Integrated Course Model Kits	1.00	\$3,656.80	\$3,656.80
Amplify Science MS: Integrated Grade 7 Benchmark Assessments, student license (PDF and/or QTI) - Field Test - 3yr (2020-2023)	45.00	\$0.00	\$0.00
TOTAL			\$6,827.80

Grade 8

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G8 California - Digital Student License - 3yr (2020-2023)	50.00	\$63.00	\$3,150.00
Amplify Science Middle School: Grade 8 Integrated Course Model Print Teacher Guides (1 qty per unit)	1.00	\$336.00	\$336.00
Amplify Science Middle School: Grade 8 Integrated Course Model Kits	1.00	\$3,948.00	\$3,948.00
Amplify Science MS: Integrated Grade 8 Benchmark Assessments, student license (PDF and/or QTI) - Field Test - 3yr (2020-2023)	50.00	\$0.00	\$0.00
TOTAL			\$7,434.00

ESTIMATED SALES TAX (10%)

\$6,241.98

GRAND TOTAL

\$80,505.74

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- **Please do not mail credit card authorization forms.**

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

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Terms & Conditions

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2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.
3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).
4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).
5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.
6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

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identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information



Price Quote

Amplify

55 Washington Street, Suite 900
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-39700-1
Date: 8/28/2020
Expires On: 9/27/2020

Customer Contact Information

Lucy Mizell
IFTIN CHARTER ELEM SCHOOL
6192652411
mizell@iftincharter.net

Amplify Contact Information

Kirk Van Wagoner
Senior Account Executive
(760) 696-0709
kvanwagoner@amplify.com

3 Year Digital Licenses; 3 Year Student Consumables

Grade K

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade K Kits	2.00	\$3,058.72	\$6,117.44
Amplify Science GK California - Digital Teacher's Guide License - 3yr (2020-2023)	2.00	\$216.00	\$432.00
Amplify Science Elementary School: Grade K Print Teacher Guides (1 qty per unit)	2.00	\$156.80	\$0.00
Amplify Science Kindergarten Investigation Notebook Bundle (1 qty per unit)	35.00	\$20.07	\$702.45
TOTAL			\$7,251.89

Grade 1

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 1 Kits	2.00	\$2,946.72	\$5,893.44
Amplify Science G1 California - Digital Teacher's Guide License - 3yr (2020-2023)	2.00	\$216.00	\$432.00
Amplify Science Elementary School: Grade 1 Print Teacher Guides (1 qty per unit)	2.00	\$156.80	\$0.00
Amplify Science Grade 1 Investigation Notebook Bundle (1 qty per unit)	40.00	\$20.07	\$802.80
Amplify Science ES CA Student Book Bundle [6 pack], G1	1.00	\$586.88	\$586.88
TOTAL			\$7,715.12

Grade 2

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 2 Kits	2.00	\$3,056.48	\$6,112.96

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G2 California - Digital Teacher's Guide License - 3yr (2020-2023)	2.00	\$216.00	\$432.00
Amplify Science Elementary School: Grade 2 Print Teacher Guides (1 qty per unit)	2.00	\$156.79	\$0.00
Amplify Science Grade 2 Investigation Notebook Bundle (1 qty per unit)	40.00	\$30.15	\$1,206.00
Amplify Science ES CA Student Book Bundle [6 pack], G2	1.00	\$586.88	\$586.88
TOTAL			\$8,337.84

Grade 3

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 3 Kits	2.00	\$4,870.88	\$9,741.76
Amplify Science G3 California - Digital Teacher's Guide License - 3yr (2020-2023)	2.00	\$288.00	\$576.00
Amplify Science Elementary School: Grade 3 Print Teacher Guides (1 qty per unit)	2.00	\$201.59	\$0.00
Amplify Science Grade 3 Investigation Notebook Bundle (1 qty per unit)	45.00	\$40.20	\$1,809.00
Amplify Science ES CA Student Book Bundle [6 pack], G3	2.00	\$771.68	\$1,543.36
Amplify Science Grade 3 NGSS Benchmark Assessments- includes classroom access (up to 36) - Field Test - 3yr (2020-2023)	2.00	\$0.00	\$0.00
TOTAL			\$13,670.12

Grade 4

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 4 Kits	2.00	\$4,047.68	\$8,095.36
Amplify Science G4 California - Digital Teacher's Guide License - 3yr (2020-2023)	2.00	\$288.00	\$576.00
Amplify Science Elementary School: Grade 4 Print Teacher Guides (1 qty per unit)	2.00	\$201.59	\$0.00
Amplify Science Grade 4 Investigation Notebook Bundle (1 qty per unit)	45.00	\$40.20	\$1,809.00
Amplify Science ES CA Student Book Bundle [6 pack], G4	2.00	\$771.68	\$1,543.36
Amplify Science Grade 4 NGSS Benchmark Assessments - includes classroom access (up to 36) - Field Test - 3yr (2020-2023)	2.00	\$0.00	\$0.00
TOTAL			\$12,023.72

Grade 5

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 5 Kits	2.00	\$3,683.68	\$7,367.36
Amplify Science G5 California - Digital Teacher's Guide License - 3yr (2020-2023)	2.00	\$288.00	\$576.00

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 5 Print Teacher Guides (1 qty per unit)	2.00	\$201.59	\$0.00
Amplify Science Grade 5 Investigation Notebook Bundle (1 qty per unit)	40.00	\$40.20	\$1,608.00
Amplify Science ES CA Student Book Bundle [6 pack], G5	1.00	\$804.16	\$804.16
Amplify Science Grade 5 NGSS Benchmark Assessments - includes classroom access (up to 36) - Field Test - 3yr (2020-2023)	2.00	\$0.00	\$0.00
TOTAL			\$10,355.52

Grade 6

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G6 California - Digital Student License - 3yr (2020-2023)	45.00	\$63.00	\$2,835.00
Amplify Science CA Grade 6 Investigation Notebook Bundle (1 qty per unit)	45.00	\$60.48	\$2,721.60
Amplify Science Middle School: Grade 6 Integrated Course Model Print Teacher Guides (1 qty per unit)	1.00	\$336.00	\$0.00
Amplify Science Middle School: Grade 6 Integrated Course Model Kits	1.00	\$3,263.68	\$3,263.68
Amplify Science MS: Integrated Grade 6 Benchmark Assessments, student license (PDF and/or QTI) - Field Test - 3yr (2020-2023)	45.00	\$0.00	\$0.00
TOTAL			\$8,820.28

Grade 7

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G7 California - Digital Student License - 3yr (2020-2023)	45.00	\$63.00	\$2,835.00
Amplify Science CA Grade 7 Investigation Notebook Bundle (1 qty per unit)	45.00	\$60.48	\$2,721.60
Amplify Science Middle School: Grade 7 Integrated Course Model Print Teacher Guides (1 qty per unit)	1.00	\$336.00	\$0.00
Amplify Science Middle School: Grade 7 Integrated Course Model Kits	1.00	\$3,656.80	\$3,656.80
Amplify Science MS: Integrated Grade 7 Benchmark Assessments, student license (PDF and/or QTI) - Field Test - 3yr (2020-2023)	45.00	\$0.00	\$0.00
TOTAL			\$9,213.40

Grade 8

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G8 California - Digital Student License - 3yr (2020-2023)	50.00	\$63.00	\$3,150.00
Amplify Science CA Grade 8 Investigation Notebook Bundle (1 qty per unit)	50.00	\$60.48	\$3,024.00
Amplify Science Middle School: Grade 8 Integrated Course Model Print Teacher Guides (1 qty per unit)	1.00	\$336.00	\$0.00
Amplify Science Middle School: Grade 8 Integrated Course Model Kits	1.00	\$3,948.00	\$3,948.00

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science MS: Integrated Grade 8 Benchmark Assessments, student license (PDF and/or QTI) - Field Test - 3yr (2020-2023)	50.00	\$0.00	\$0.00
TOTAL			\$10,122.00

ESTIMATED SALES TAX (10%) \$7,566.59

GRAND TOTAL \$95,076.48

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices include estimated sales tax.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: until 07/01/2023.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- **FOR SHIPPED MATERIALS:**
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

Quote Special Terms

California Sales Tax

Please note that for California customers, we have included a Sales Tax Estimate calculated at 10% of the price of all print materials indicated in the price table above, to aid with budgeting. The exact sales tax amount due may vary based on county and/or municipality.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order, check or [credit card authorization form](#)
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card authorization form:

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to Accountsreceivable@amplify.com or fax them to (347)-662-2402
- **Please do not mail credit card authorization forms.**

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").
2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.
3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement

in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).

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8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

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10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

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12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information



Price Quote

Amplify

55 Washington Street, Suite 900
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-39716-1
Date: 8/28/2020
Expires On: 9/27/2020

Customer Contact Information

Lucy Mizell
IFTIN CHARTER ELEM SCHOOL
6192652411
mizell@iftincharter.net

Amplify Contact Information

Kirk Van Wagoner
Senior Account Executive
(760) 696-0709
kvanwagoner@amplify.com

5 Year Digital Licenses, Refills in Year 3

Grade K

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade K Kits	2.00	\$3,058.72	\$6,117.44
Amplify Science GK California - Digital Teacher's Guide License - 5yr (2020-2025)	2.00	\$345.00	\$690.00
Amplify Science Elementary School: Grade K Print Teacher Guides (1 qty per unit)	2.00	\$156.80	\$313.60
Amplify Science Elementary School: Grade K Refill Kits -- Needs of Plants and Animals; Pushes and Pulls	2.00	\$767.20	\$1,534.40
TOTAL			\$8,655.44

Grade 1

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 1 Kits	2.00	\$2,946.72	\$5,893.44
Amplify Science G1 California - Digital Teacher's Guide License - 5yr (2020-2025)	2.00	\$345.00	\$690.00
Amplify Science Elementary School: Grade 1 Print Teacher Guides (1 qty per unit)	2.00	\$156.80	\$313.60
Amplify Science ES CA Student Book Bundle [6 pack], G1	1.00	\$586.88	\$586.88
Amplify Science Elementary School: Grade 1 Refill Kits	2.00	\$576.80	\$1,153.60
TOTAL			\$8,637.52

Grade 2

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 2 Kits	2.00	\$3,056.48	\$6,112.96
Amplify Science G2 California - Digital Teacher's Guide License - 5yr (2020-2025)	2.00	\$345.00	\$690.00
Amplify Science Elementary School: Grade 2 Print Teacher Guides (1 qty per unit)	2.00	\$156.79	\$313.58
Amplify Science ES CA Student Book Bundle [6 pack], G2	1.00	\$586.88	\$586.88
Amplify Science Elementary School: Grade 2 Refill Kits	2.00	\$800.79	\$1,601.58
TOTAL			\$9,305.00

Grade 3

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 3 Kits	2.00	\$4,870.88	\$9,741.76
Amplify Science G3 California - Digital Teacher's Guide License - 5yr (2020-2025)	2.00	\$460.00	\$920.00
Amplify Science Elementary School: Grade 3 Print Teacher Guides (1 qty per unit)	2.00	\$201.59	\$403.18
Amplify Science ES CA Student Book Bundle [6 pack], G3	2.00	\$771.68	\$1,543.36
Amplify Science Grade 3 NGSS Benchmark Assessments- includes classroom access (up to 36) - Field Test - 5yr (2020-2025)	2.00	\$0.00	\$0.00
Amplify Science Elementary School: Grade 3 Refill Kits	2.00	\$800.79	\$1,601.58
TOTAL			\$14,209.88

Grade 4

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 4 Kits	2.00	\$4,047.68	\$8,095.36
Amplify Science G4 California - Digital Teacher's Guide License - 5yr (2020-2025)	2.00	\$460.00	\$920.00
Amplify Science Elementary School: Grade 4 Print Teacher Guides (1 qty per unit)	2.00	\$201.59	\$403.18
Amplify Science ES CA Student Book Bundle [6 pack], G4	2.00	\$771.68	\$1,543.36
Amplify Science Grade 4 NGSS Benchmark Assessments - includes classroom access (up to 36) - Field Test - 5yr (2020-2025)	2.00	\$0.00	\$0.00
Amplify Science Elementary School: Grade 4 Refill Kits	2.00	\$711.19	\$1,422.38
TOTAL			\$12,384.28

Grade 5

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 5 Kits	2.00	\$3,683.68	\$7,367.36

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G5 California - Digital Teacher's Guide License - 5yr (2020-2025)	2.00	\$460.00	\$920.00
Amplify Science Elementary School: Grade 5 Print Teacher Guides (1 qty per unit)	2.00	\$201.59	\$403.18
Amplify Science ES CA Student Book Bundle [6 pack], G5	1.00	\$804.16	\$804.16
Amplify Science Grade 5 NGSS Benchmark Assessments - includes classroom access (up to 36) - Field Test - 5yr (2020-2025)	2.00	\$0.00	\$0.00
Amplify Science Elementary School: Grade 5 Refill Kits	2.00	\$1,008.00	\$2,016.00
TOTAL			\$11,510.70

Grade 6

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G6 California - Digital Student License - 5yr (2020-2025)	45.00	\$84.00	\$3,780.00
Amplify Science Middle School: Grade 6 Integrated Course Model Print Teacher Guides (1 qty per unit)	1.00	\$336.00	\$336.00
Amplify Science Middle School: Grade 6 Integrated Course Model Kits	1.00	\$3,263.68	\$3,263.68
Amplify Science MS: Integrated Grade 6 Benchmark Assessments, student license (PDF and/or QTI) - Field Test - 5yr (2020-2025)	45.00	\$0.00	\$0.00
Amplify Science Middle School: Grade 6 Integrated Course Model Refill Kit -- Metabolism	1.00	\$184.80	\$184.80
TOTAL			\$7,564.48

Grade 7

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G7 California - Digital Student License - 5yr (2020-2025)	45.00	\$84.00	\$3,780.00
Amplify Science Middle School: Grade 7 Integrated Course Model Print Teacher Guides (1 qty per unit)	1.00	\$336.00	\$336.00
Amplify Science Middle School: Grade 7 Integrated Course Model Kits	1.00	\$3,656.80	\$3,656.80
Amplify Science MS: Integrated Grade 7 Benchmark Assessments, student license (PDF and/or QTI) - Field Test - 5yr (2020-2025)	45.00	\$0.00	\$0.00
Amplify Science Middle School: Grade 7 Integrated Course Model Refill Kits -- Rock Transformations; Chemical Reactions; Populations and Resources	1.00	\$263.20	\$263.20
TOTAL			\$8,036.00

Grade 8

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G8 California - Digital Student License - 5yr (2020-2025)	50.00	\$84.00	\$4,200.00
Amplify Science Middle School: Grade 8 Integrated Course Model Print Teacher Guides (1 qty per unit)	1.00	\$336.00	\$336.00
Amplify Science Middle School: Grade 8 Integrated Course Model Kits	1.00	\$3,948.00	\$3,948.00

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science MS: Integrated Grade 8 Benchmark Assessments, student license (PDF and/or QTI) - Field Test - 5yr (2020-2025)	50.00	\$0.00	\$0.00
Amplify Science Middle School: Grade 8 Integrated Course Model Refill Kits - - Harnessing Human Energy; Force and Motion Engineering Internship; Earth, Moon, and Sun	1.00	\$194.88	\$194.88
TOTAL			\$8,678.88

ESTIMATED SALES TAX (10%) \$7,239.22

GRAND TOTAL \$96,221.40

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices include estimated sales tax.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: until 07/01/2025.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- **FOR SHIPPED MATERIALS:**
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

Quote Special Terms

California Sales Tax

Please note that for California customers, we have included a Sales Tax Estimate calculated at 10% of the price of all print materials indicated in the price table above, to aid with budgeting. The exact sales tax amount due may vary based on county and/or municipality.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order, check or [credit card authorization form](#)
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card authorization form:

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to Accountsreceivable@amplify.com or fax them to (347)-662-2402
- **Please do not mail credit card authorization forms.**

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").
2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.
3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and

derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN

PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

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14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information



Price Quote

Amplify

55 Washington Street, Suite 900
 Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-39701-1
Date: 8/28/2020
Expires On: 9/27/2020

Customer Contact Information

Lucy Mizell
 IFTIN CHARTER ELEM SCHOOL
 6192652411
 mizell@iftincharter.net

Amplify Contact Information

Kirk Van Wagoner
 Senior Account Executive
 (760) 696-0709
 kvanwagoner@amplify.com

5 Year Digital Licenses; 5 Year Student Consumables, Refills in Year 3

Grade K

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade K Kits	2.00	\$3,058.72	\$6,117.44
Amplify Science GK California - Digital Teacher's Guide License - 5yr (2020-2025)	2.00	\$345.00	\$690.00
Amplify Science Elementary School: Grade K Print Teacher Guides (1 qty per unit)	2.00	\$156.80	\$0.00
Amplify Science Kindergarten Investigation Notebook Bundle (1 qty per unit)	35.00	\$33.45	\$1,170.75
Amplify Science Elementary School: Grade K Refill Kits -- Needs of Plants and Animals; Pushes and Pulls	2.00	\$767.20	\$1,534.40
TOTAL			\$9,512.59

Grade 1

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 1 Kits	2.00	\$2,946.72	\$5,893.44
Amplify Science G1 California - Digital Teacher's Guide License - 5yr (2020-2025)	2.00	\$345.00	\$690.00
Amplify Science Elementary School: Grade 1 Print Teacher Guides (1 qty per unit)	2.00	\$156.80	\$0.00
Amplify Science Grade 1 Investigation Notebook Bundle (1 qty per unit)	40.00	\$33.45	\$1,338.00
Amplify Science ES CA Student Book Bundle [6 pack], G1	1.00	\$586.88	\$586.88
Amplify Science Elementary School: Grade 1 Refill Kits	2.00	\$576.80	\$1,153.60
TOTAL			\$9,661.92

Grade 2

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 2 Kits	2.00	\$3,056.48	\$6,112.96
Amplify Science G2 California - Digital Teacher's Guide License - 5yr (2020-2025)	2.00	\$345.00	\$690.00
Amplify Science Elementary School: Grade 2 Print Teacher Guides (1 qty per unit)	2.00	\$156.79	\$0.00
Amplify Science Grade 2 Investigation Notebook Bundle (1 qty per unit)	40.00	\$50.25	\$2,010.00
Amplify Science ES CA Student Book Bundle [6 pack], G2	1.00	\$586.88	\$586.88
Amplify Science Elementary School: Grade 2 Refill Kits	2.00	\$800.79	\$1,601.58
TOTAL			\$11,001.42

Grade 3

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 3 Kits	2.00	\$4,870.88	\$9,741.76
Amplify Science G3 California - Digital Teacher's Guide License - 5yr (2020-2025)	2.00	\$460.00	\$920.00
Amplify Science Elementary School: Grade 3 Print Teacher Guides (1 qty per unit)	2.00	\$201.59	\$0.00
Amplify Science Grade 3 Investigation Notebook Bundle (1 qty per unit)	45.00	\$67.00	\$3,015.00
Amplify Science ES CA Student Book Bundle [6 pack], G3	2.00	\$771.68	\$1,543.36
Amplify Science Grade 3 NGSS Benchmark Assessments- includes classroom access (up to 36) - Field Test - 5yr (2020-2025)	2.00	\$0.00	\$0.00
Amplify Science Elementary School: Grade 3 Refill Kits	2.00	\$800.79	\$1,601.58
TOTAL			\$16,821.70

Grade 4

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 4 Kits	2.00	\$4,047.68	\$8,095.36
Amplify Science G4 California - Digital Teacher's Guide License - 5yr (2020-2025)	2.00	\$460.00	\$920.00
Amplify Science Elementary School: Grade 4 Print Teacher Guides (1 qty per unit)	2.00	\$201.59	\$0.00
Amplify Science Grade 4 Investigation Notebook Bundle (1 qty per unit)	45.00	\$67.00	\$3,015.00
Amplify Science ES CA Student Book Bundle [6 pack], G4	2.00	\$771.68	\$1,543.36
Amplify Science Grade 4 NGSS Benchmark Assessments - includes classroom access (up to 36) - Field Test - 5yr (2020-2025)	2.00	\$0.00	\$0.00
Amplify Science Elementary School: Grade 4 Refill Kits	2.00	\$711.19	\$1,422.38
TOTAL			\$14,996.10

Grade 5

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science Elementary School: Grade 5 Kits	2.00	\$3,683.68	\$7,367.36
Amplify Science G5 California - Digital Teacher's Guide License - 5yr (2020-2025)	2.00	\$460.00	\$920.00
Amplify Science Elementary School: Grade 5 Print Teacher Guides (1 qty per unit)	2.00	\$201.59	\$0.00
Amplify Science Grade 5 Investigation Notebook Bundle (1 qty per unit)	40.00	\$67.00	\$2,680.00
Amplify Science ES CA Student Book Bundle [6 pack], G5	1.00	\$804.16	\$804.16
Amplify Science Grade 5 NGSS Benchmark Assessments - includes classroom access (up to 36) - Field Test - 5yr (2020-2025)	2.00	\$0.00	\$0.00
Amplify Science Elementary School: Grade 5 Refill Kits	2.00	\$1,008.00	\$2,016.00
TOTAL			\$13,787.52

Grade 6

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G6 California - Digital Student License - 5yr (2020-2025)	45.00	\$84.00	\$3,780.00
Amplify Science CA Grade 6 Investigation Notebook Bundle (1 qty per unit)	45.00	\$100.80	\$4,536.00
Amplify Science Middle School: Grade 6 Integrated Course Model Print Teacher Guides (1 qty per unit)	1.00	\$336.00	\$0.00
Amplify Science Middle School: Grade 6 Integrated Course Model Kits	1.00	\$3,263.68	\$3,263.68
Amplify Science MS: Integrated Grade 6 Benchmark Assessments, student license (PDF and/or QTI) - Field Test - 5yr (2020-2025)	45.00	\$0.00	\$0.00
Amplify Science Middle School: Grade 6 Integrated Course Model Refill Kit -- Metabolism	1.00	\$184.80	\$184.80
TOTAL			\$11,764.48

Grade 7

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G7 California - Digital Student License - 5yr (2020-2025)	45.00	\$84.00	\$3,780.00
Amplify Science CA Grade 7 Investigation Notebook Bundle (1 qty per unit)	45.00	\$100.80	\$4,536.00
Amplify Science Middle School: Grade 7 Integrated Course Model Print Teacher Guides (1 qty per unit)	1.00	\$336.00	\$0.00
Amplify Science Middle School: Grade 7 Integrated Course Model Kits	1.00	\$3,656.80	\$3,656.80
Amplify Science MS: Integrated Grade 7 Benchmark Assessments, student license (PDF and/or QTI) - Field Test - 5yr (2020-2025)	45.00	\$0.00	\$0.00
Amplify Science Middle School: Grade 7 Integrated Course Model Refill Kits -- Rock Transformations; Chemical Reactions; Populations and Resources	1.00	\$263.20	\$263.20
TOTAL			\$12,236.00

Grade 8

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
Amplify Science G8 California - Digital Student License - 5yr (2020-2025)	50.00	\$84.00	\$4,200.00
Amplify Science CA Grade 8 Investigation Notebook Bundle (1 qty per unit)	50.00	\$100.80	\$5,040.00
Amplify Science Middle School: Grade 8 Integrated Course Model Print Teacher Guides (1 qty per unit)	1.00	\$336.00	\$0.00
Amplify Science Middle School: Grade 8 Integrated Course Model Kits	1.00	\$3,948.00	\$3,948.00
Amplify Science MS: Integrated Grade 8 Benchmark Assessments, student license (PDF and/or QTI) - Field Test - 5yr (2020-2025)	50.00	\$0.00	\$0.00
Amplify Science Middle School: Grade 8 Integrated Course Model Refill Kits - - Harnessing Human Energy; Force and Motion Engineering Internship; Earth, Moon, and Sun	1.00	\$194.88	\$194.88
TOTAL			\$13,382.88

ESTIMATED SALES TAX (10%) \$9,657.46
GRAND TOTAL \$122,822.07

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices include estimated sales tax.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: until 07/01/2025.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- **FOR SHIPPED MATERIALS:**
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- **FOR SERVICES:**
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

Quote Special Terms

California Sales Tax

Please note that for California customers, we have included a Sales Tax Estimate calculated at 10% of the price of all print materials indicated in the price table above, to aid with budgeting. The exact sales tax amount due may vary based on county and/or municipality.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order, check or [credit card authorization form](#)
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card authorization form:

- Amplify accepts Visa and MasterCard payments.
- Please email all documents to Accountsreceivable@amplify.com or fax them to (347)-662-2402
- **Please do not mail credit card authorization forms.**

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. For faster processing of your order, we recommend you submit a purchase order via fax or email.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. Scope. Amplify Education, Inc. ("Amplify") and Customer wish to enter into the agreement created by the price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote") and these Customer Terms & Conditions, including any addendums hereto (this "Agreement") pursuant to which Amplify will deliver one or more of the products or services specified on the Quote (collectively, the "Products").
2. License. Subject to the terms and conditions of this Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized User" means an individual teacher or other personnel employed by Customer, or an individual student registered for instruction at Customer's school, whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to Amplify's Terms of Use available through

the Products, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.

3. Restrictions. Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer's school. Further, Customer shall not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to Amplify. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify Amplify of any violation of Amplify's IP Rights in the Products, and shall reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see <http://www.amplify.com/virtual-patent-marking>).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.

7. Account Information. For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to Amplify or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("PII"), including the Family Educational Rights and Privacy Act ("FERPA"), and that Amplify is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, Amplify will not take any action to cause Customer to be out of compliance with FERPA or applicable state laws relating to PII. Amplify's Customer Privacy Policy at <http://www.amplify.com/customer-privacy> will govern collection, use, and disclosure of information collected or stored on behalf of Customer under this Agreement.

10. Customer Materials. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such

Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at <http://www.amplify.com/customer-requirements>.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT SHALL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term; Termination. This Agreement will be in effect for the duration specified in the Quote and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, Amplify will return or destroy any PII of students provided to Amplify hereunder. Notwithstanding the foregoing, nothing shall require Amplify to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addendums, attachments and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network.

We are delighted to work with you and we thank you for your order!

ADOPTED:
REVISED: 9/15/20

SUBJECT: Safe Reopening and Operation of the ICS

PAGE: 1 of 2

The health and safety of all students, teachers, staff, and the school community are of primary importance. The Board of Education has broad authority to take all measures necessary to ensure the safe operation of schools, including, but not limited to, implementing safety measures and distance learning, and eliminating technological disparities.

The Board of Iftin Charter School recognizes that the safe reopening and operation of the school must take into consideration health and safety measures provided by national, state, and local health officials, and will be largely dependent on local public health conditions.

For schools to safely reopen and allow students, teachers, and staff on school sites, protective measures must be taken and all schools and offices shall be required to follow recommended sanitation protocols in accordance with published guidelines and practice physical distancing. Schools shall take measures to limit campus access and detect sources of COVID-19 or other infectious diseases.

The use of face coverings by students is strongly encouraged for students in grades kindergarten through 2, and required for students in grades 3 through 8. Continuing use of face coverings shall be consistent with the California Department of Public Health (CDPH), and other local and state school reopening guidelines. Students who do not have personal face coverings shall be provided with face coverings by the school at no cost. Guidelines shall be developed for the use of face coverings by all students including those with special needs and have identified medical concerns. Measures shall be taken to avoid and mitigate any unintended consequences of implementing any safety precautions.

Staff shall be required to wear face coverings on campus for their own protection and to protect the health and safety of students and other staff members. Personal protective equipment (PPE) shall be required for specific job functions and distributed to staff in accordance with board policies, laws, administrative regulations, and applicable collective bargaining agreements.

Students and staff who exhibit signs or symptoms or COVID-19 shall be held in quarantine while on campus and further prevented from being on campus until it is

ADOPTED:
REVISED: 9/15/20

SUBJECT: Safe Reopening and Operation of the ICS

PAGE: 2 of 2

medically safe for them to return. Students who are unable to be on campus as a result of COVID-19 shall continue to receive instruction.

Decisions concerning school closure, whether full or partial, shall be made in consultation with local health officials and in accordance with state guidelines.

Annual notification shall be provided to parents advising them of health and safety requirements for students to return to school campuses. Parents, teachers, and staff shall receive training and information on COVID-19 and preventative practices.

It is the policy of the Board of Education that all teachers and staff shall be responsible for ensuring adherence to the policies and administrative regulations of the district for the safe reopening and operation of schools consistent with all laws, regulations, policies, and collective bargaining agreements.

Derivation: Adopted 9-17,2020

Board Policy: XXXX

Administrative Regulation: XXXX, XXXX

Legal Reference: Cal. Const., Art. I, § 28(f)(1)

Education Code

35160, 49010,49011(c), 35183

California Code of Regulations

5 CCR § 302

Management Resources:

Websites: California Department of Public Health:

<https://covid19.ca.gov/pdf/guidance-schools.pdf>

California Department of Education: cde.ca.gov

California Department of Industrial Relations: dir.ca.gov



GOVERNING BOARD MINUTES - Regular Meeting

Meeting of Saturday, September 26, 2020 at 10:30AM

Join Zoom Meeting

<https://us02web.zoom.us/j/83554515054>

Meeting ID: 835 5451 5054

One tap mobile

+16699006833,,83554515054# US (San Jose)

+12532158782,,83554515054# US (Tacoma)

“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.”

Mission: Iftin Charter School provides students in grades TK-8 an academically rigorous, common core aligned curriculum, 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 10:33AM

Roll Call

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

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

A) Approve meeting minutes of August 28, 2020

Faisal Ali: Do I have the motion to approve the meeting minutes of August 28, 2020?

Rahmo Abdi: I motion.

Mulki Hersi: I second.

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



GOVERNING BOARD MINUTES - Regular Meeting

DISCUSSION ITEMS

- A) Brown Act Training (Executive Coach, Dr. Rupi Boyd)
- B) Learning Continuity Plan
- C) Election of Board Officers
- D) CEO Appraisal

Brown Act Training (Executive Coach, Dr. Rupi Boyd) (Attachment #1)

Dr. Boyd covered areas of compliance with the Brown Act

- Overview of Brown Act
- Meetings (committees, subcommittees, Ad Hoc, Serial meetings)
- Email
- The Meeting Agenda
- Public records
- Teleconferences
- Closed Sessions
- The Brown Act Legislative Update
- Running an Effective Meeting

Learning Continuity Plan (Attachment #2)

The learning continuity plan is fundamental in the overall budget package that addresses funding stability and how student learning continuity will be addressed during the COVID-19 crisis in the 2020–21 school year.

The presentation provided an overview of the Learning Continuity & Attendance Plan, including each of the sections:

- Stakeholder Engagement
- In-person Instructional Offerings
- Distance Learning
- Pupil Learning Loss Mitigation
- Mental Health & Social-emotional Well-being Supports
- Pupil Engagement & Outreach
- School Nutrition
- Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students



GOVERNING BOARD MINUTES - Regular Meeting

CEO Appraisal (Dr. Joseph Johnson)

The CEO evaluation is a tool for ensuring that the board and CEO are moving in the same direction, in service to the children.

Dr. Johnson shared the key components of an organizational plan

Vision: What do you envision for Iftin?

Major Goals: What are the main components of the vision?

Core Values: How will Iftin advance toward goals?

Mission: Why Iftin?

Moreover, Dr. Johnson discussed the disfunctions that ruin evaluations:

- Poor communications
- The Urge to make things better than they are
- Focus on blaming rather than improving
- Board members acting individually

“Iftin has tremendous potential to be a model school. To fulfill this potential, it is critical that the board and CEO develop and sustain a strong, positive relationship grounded in your mission and vision.” Dr. Johnson

Action Item

A) Election of Board Officers

Motion to open nominations to elect Faisal Ali for President made by Hersi

Seconded by Abdi

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

Motion to open nominations to elect Rahmo Abdi for Secretary made by Hersi

Seconded by Ali

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

Motion to open nominations to elect Mulki Hersi for Treasurer made by Abdi

Seconded by Ali

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



GOVERNING BOARD MINUTES - Regular Meeting

Report to Open Session

Reportable Action: None

Advance Planning

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

Adjournment 1:34 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 Operations Manager, Abdi Mohamud, at Mohamud@iftincharter.net

UNOFFICIAL



SAN DIEGO STATE
UNIVERSITY

THE BROWN ACT

Making the Process Work for You

Iftin Charter School Board Workshop
September 26, 2020
San Diego, CA

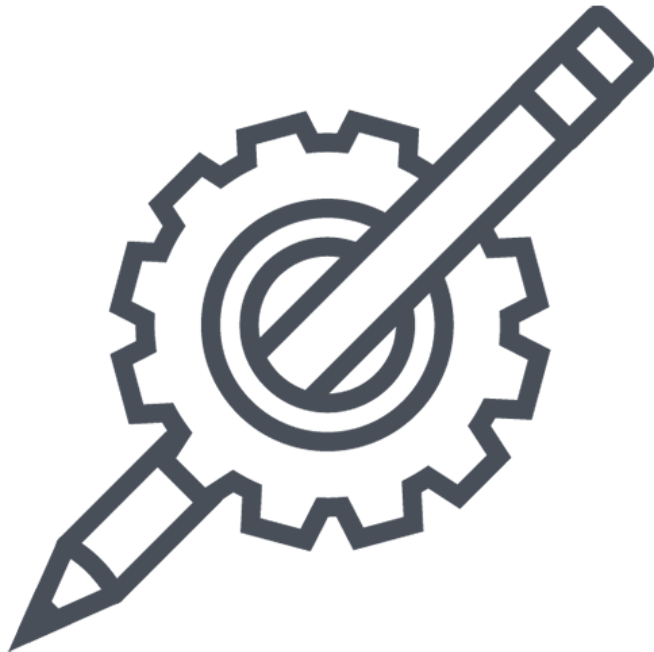


THE BROWN ACT

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WHAT WE WILL COVER THIS MORNING



1. Overview of Brown Act
2. Meetings (committees, subcommittees, Ad Hoc, Serial meetings)
3. Email
4. The Meeting Agenda
5. Public records
6. Teleconferences
7. Closed Sessions
8. The Brown Act Legislative Update
9. Running an Effective Meeting



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Ralph M. Brown 1959

“ The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know.”
California Government Code §54950



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THE BROWN ACT

Applies to meetings of all local legislative bodies (GC 54952) including:

- The School Board of Trustees
- Any subcommittee or task force created by the Board with a majority of Board members serving on the group
- Any subcommittee or task force created by the Board which has a definite ongoing charge (either decision-making or advisory) OR has a regularly-scheduled meeting set by the Board, regardless of Board membership



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OPEN MEETINGS

- The Brown Act requires that all meetings of a legislative body be open to the public, except for authorized closed sessions.
- Purpose of meeting: To accomplish district business
- Provide public opportunities for questions and comments



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WHAT IS A MEETING?

A meeting of a local legislative body (GC 54952.2) occurs whenever a majority of members gather to discuss business within their charge.

A meeting occurs whenever:

- A majority of the legislative body members gather at same time and place
- To hear, discuss, or deliberate
- Upon any item that is within the subject matter jurisdiction of the legislative body. (Gov. Code § 54952.2)



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COMMITTEES AND SUBCOMMITTEES

The Brown Act also applies to meetings of all:

- Standing committees – a committee that has continuing jurisdiction over a particular topic §54952(b) For example: Budgets, personnel, etc.
- Advisory committees that include a majority of the body and are not standing committees
- Advisory committees that are standing committees (regardless of the size and membership)

Exception: The Brown Act does not apply to a subcommittee that is made up of less than a majority of the body, is an advisory committee AND is not a standing committee such as Ad Hoc advisory committee



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AD HOC ADVISORY COMMITTEE RULES

1. The committee must be purely an advisory committee with no decision-making authority
2. The committee must be composed solely of two members of the legislative body (less than a quorum)
3. The committee must not have continuing subject matter jurisdiction
4. The committee must not have a meeting schedule fixed by formal action of the legislative body



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SERIAL MEETINGS

Serial meetings are not allowed

Serial meetings occur when a majority of the members have communicated about an issue and have developed a collective concurrence.

A collective concurrence is developed when:

- Members have either directly or indirectly heard each other's opinion on a topic enough to collectively develop or begin to develop an agreement on an issue.



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TYPES OF SERIAL MEETINGS

A daisy chain meeting:

Example: When Board Trustee A calls Board Trustee B to talk about a resolution then Board Trustee B calls Board Trustee C to talk about it and finally Board Trustee C calls Board Trustee D, etc., until a majority of Board Trustee has been contacted. A majority of the board trustees have talked about the topic and a collective concurrence has been established.





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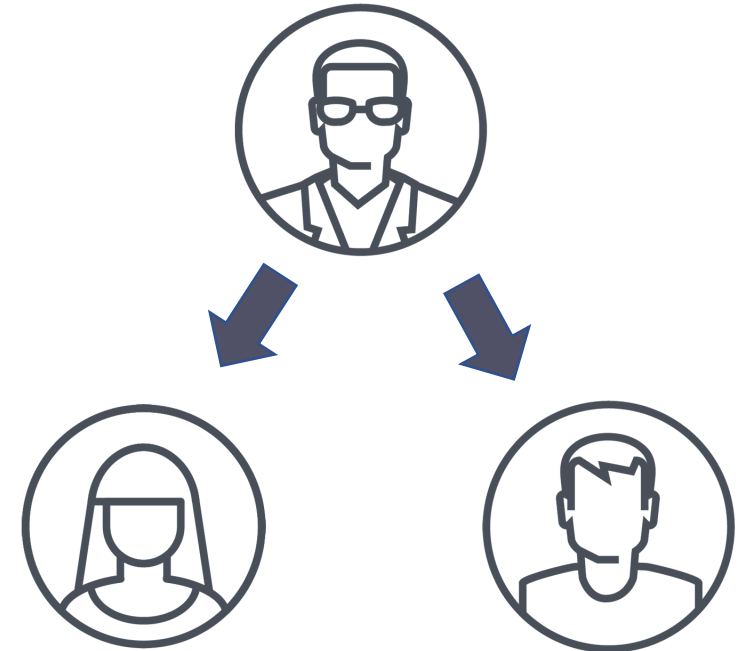
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TYPES OF SERIAL MEETINGS

One individual calls all board trustees regarding an agenda item:

Example: For instance, if staff member calls Board Trustee A and discusses a school issue to get his/her opinion, then staff member calls Trustee B, then calls Trustee C, and then calls Trustee D, telling each what the other has said, eventually a majority of the Board may have indirectly discussed the topic without public notice and is therefore in violation of the Brown Act.





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MEETINGS DO NOT INCLUDE...

- Individual contacts
- Public conferences
- Other local agency/standing committee meetings
- Community meetings
- Social gatherings

As long as they do not discuss any business within their charge among themselves at these events.



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GENERAL CONSTRAINTS

- Majority of the members cannot discuss committee business among themselves at “non-meetings”
- Can attend Board meetings and other standing committee meetings only as observers



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E-MAIL

§5492.2(b):

Except as authorized pursuant to §54953, any use of direct communication, personal intermediaries, or **technological devices** that is employed by a majority of the members of the legislative body to develop a collective concurrence as to action to be taken on an item by the members of the legislative body is prohibited.

The attorney general has issued an opinion stating that this section of the act applies to email.





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THE ATTORNEY GENERAL'S OPINION REGARDING E-MAIL

- In 2001 the CA Attorney General issued an opinion regarding the use of email. (Opinion #00-906, 2001)
- The opinion concluded: A majority of the board members of a local public agency may not e-mail each other to develop a collective concurrence as to action to be taken by the board without violating the Ralph M. Brown Act.
- Even if the emails are made public they would still be a violation of the Act because the board would be depriving the public of the deliberative process.
- The opinion also states, “The term ‘deliberation’ has been broadly construed to connote ‘not only collective discussion, but the collective acquisition and exchange of facts preliminary to the ultimate decision.’ [Citation.]” (Rowen v. Santa Clara Unified School Dist. (1981) 121 Cal.App.3d 231, 234; see Roberts v. City of Palmdale, supra, 5 Cal.4th at p. 376.)
- You can find the opinion at:
<http://ag.ca.gov/opinions/published/00-906.pdf>



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TELECONFERENCES

54953(b)(1) permits the use of teleconferencing.

Requirements for teleconferences include:



- Teleconferences must comply with the rest of the Act
- All votes taken during a teleconference must be taken by roll call.
- Agendas must be posted at all teleconference locations.
- Each teleconference location must be identified in the agenda.
- Each teleconference location must be accessible to the public.
- At least a quorum of the board must participate from locations within the district boundaries.
- The agenda must provide for public comment at each teleconference location.



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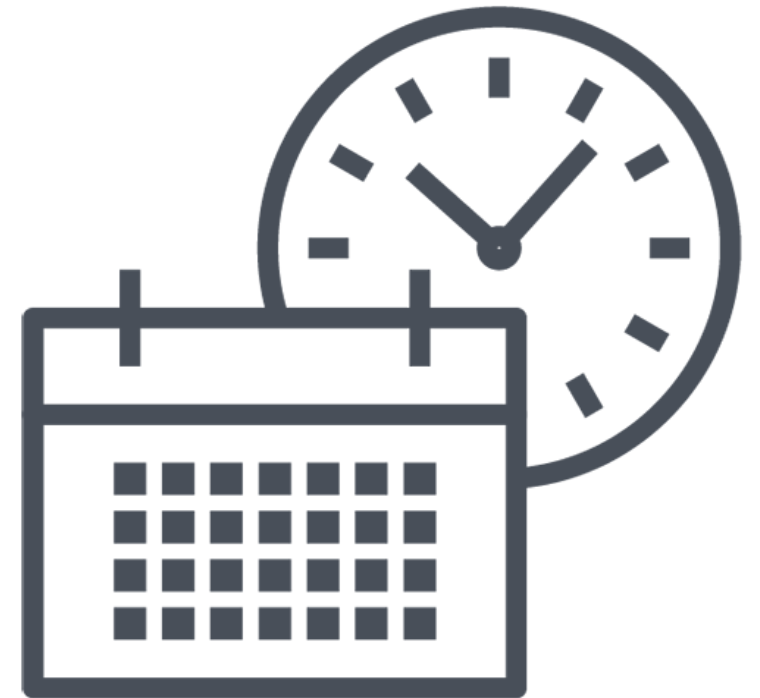
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AGENDAS

Agenda must be posted:

- At least 72 hours prior to holding a regular board meeting (physically and virtually)
- At least 24 hours prior to holding a special board meeting and are limited to agenda items
- At a location freely accessible to the public with meeting time and location, including address
- Agenda must also be posted on school district's Internet Web site.
- Board may call emergency meetings (which do not require 24-hour notice) – school safety is under their jurisdiction!





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AGENDAS DESCRIPTION

- The agenda must contain a brief general description of each item of business to be transacted or discussed at the meeting, including closed session items
- Generally, not to exceed 20 words
- Allow for public comments before or during discussion of agenda items
- Can change order of agenda





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ACTION AND DISCUSSION OF ITEMS ARE LIMITED TO AGENDA ITEMS.

- Keep discussion within the scope of the agenda item
- The legislative body may not discuss or take action on an item not appearing on the agenda except:
- To respond to statements made or questions posed by the public during the public comment section (be careful)
- To ask questions of staff or the public for clarification
- To ask staff to report on an item not on the agenda at a subsequent meeting
- To make a brief announcement
- When an emergency severely impairing the public health or safety exists
- When there is a need to take immediate action on an item that came to the attention of the agency after the agenda was posted and a
- A vote of 2/3 of members present if more than 2/3 of the total membership are present, or a unanimous vote if less than 2/3 of the total members are present.



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PUBLIC COMMENT

At Regular or Special Board Meetings...

- Members of the public must be provided an opportunity to address the legislative body on any item within the subject matter jurisdiction of the agency either before or during consideration of that item but not take action
- Set time limits for discussion, particularly for public comments
- The legislative body may not prohibit public criticism of the policies, procedures, programs, or services of the agency, or the acts or omissions of the Board





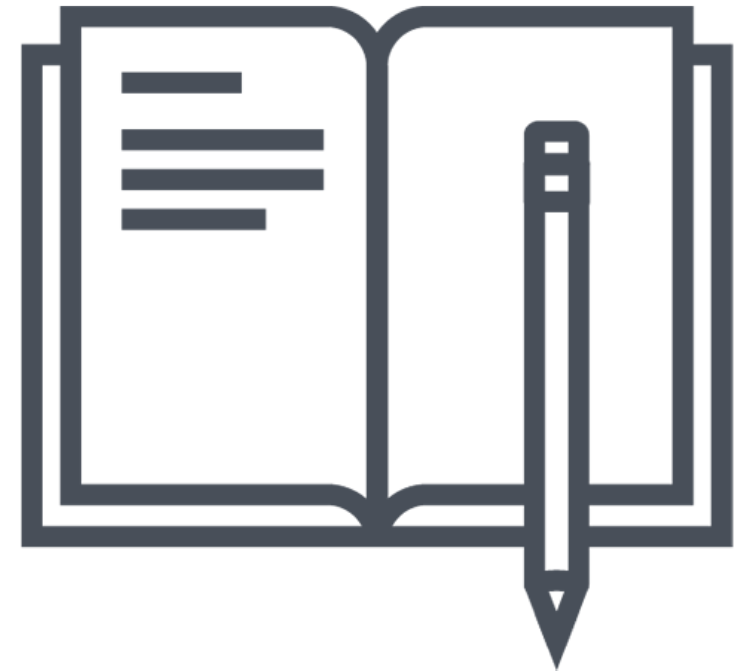
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PUBLIC RECORDS

- All agendas and other documents distributed to a majority of legislative body members at a meeting of the legislative body in connection with an agenda item are public records
- This also means that any document a member brings to a meeting and shares with a majority of the legislative body will become a public record
- Documents distributed to the members of a legislative body less than 72 hours prior to an open public meeting shall be made available for public inspection when distributed to the legislative body
- Need to list on the agenda the location of where items can be viewed or can post on website





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CLOSED SESSIONS

- May be held only for purposes expressly authorized by the Brown Act or Education Code.
- Closed sessions are for
 - litigation (for instance, the district is or will be sued)
 - personnel matters (such as, employee dismissal)
 - negotiating with a bargaining agent.
- Legislative body must disclose in open session (or via the agenda) the item(s) to be discussed in closed session
- All votes are open!
 - No secret ballots...even for Closed session items
 - It is now required that all ayes, nays and abstentions on motions be attributed to member casting a vote!



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CLOSED SESSIONS

Agenda Requirements

- Closed sessions must be identified on the agenda
- The Brown Act provides safe harbor language which automatically satisfies this requirement

Reporting Out Requirements

- Following a closed session, the legislative body must publicly report actions taken unless final approval rests with another party or disclosure would hamper the initiation or defense of litigation



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BROWN ACT LEGISLATIVE UPDATE: SB 751

- All legislative bodies of local agencies, including school boards, must publicly report any action taken as well as the vote or abstention on that action of each member present
- Government Code section 54953 already requires all meetings of the legislative body of a local agency to be open and public and prohibits action by secret ballot, whether preliminary or final
- SB 751 added subsection (c)(2) to the statute, which will bar the reporting of only the numbers of ayes, nays or abstentions on any given item up for vote
- As a practical matter, legislative bodies will now need to record how each member votes on each item presented



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CONFIDENTIALITY OF CLOSED SESSIONS

- Legislative body members are prohibited from disclosing information obtained during a closed session except to persons entitled to receive that information
- Unauthorized disclosure could waive attorney-client privilege, violate privacy rights of students or employees, or impact collective bargaining
- The prohibition on disclosing confidential information learned in closed session applies to both current and former members



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BROWN ACT VIOLATIONS

- Misdemeanor: For member of a legislative body to attend a meeting where action is taken in violation of the Brown Act, where the member intends to deprive public of information which the member knows the public is entitled to receive;
- The District Attorney, or any interested person, may bring a civil action to stop or prevent violations or to have the legislative body action taken in violation declared null and void



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CURE OR CORRECT DEMANDS

- Before bringing the action, the legislative body must be given notice and an opportunity to correct the violation
- Prevailing plaintiff may be entitled to costs and attorney's fees
- For closed session violations, court can order legislative body to tape record all closed sessions



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CURE OR CORRECT - CASE LAW

Even if a discussion is held without proper posting on agenda at one meeting, if at the next meeting it was on the agenda and action was taken, “cure or correct” was accomplished and second action avoided “null and void” effect.

Brethren in Christ Community Services of Ontario, Inc. v. San Bernardino County Workforce Investment Board 2007 WL 431972 (2007) (unpublished decision)



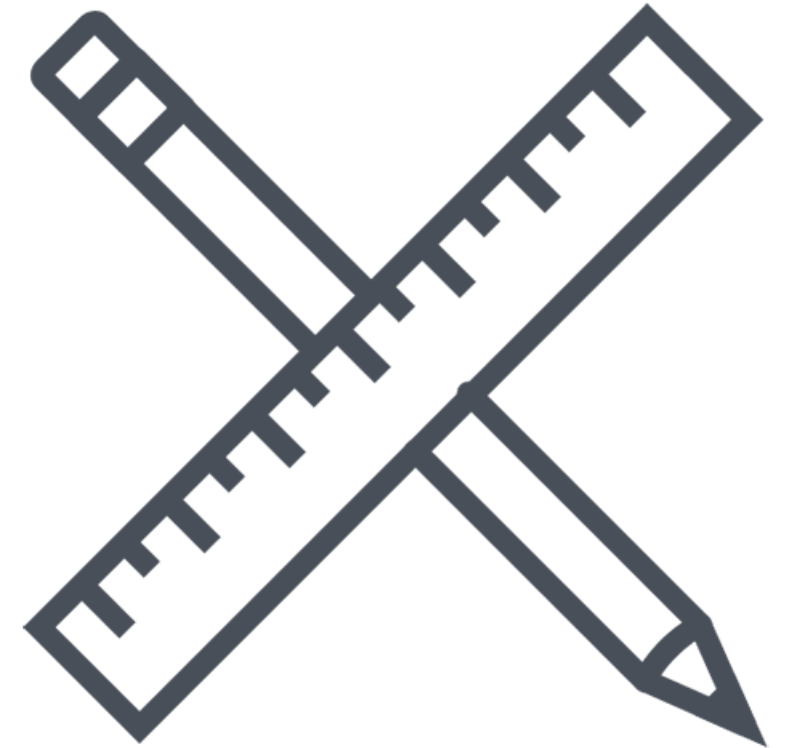
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RUNNING AN EFFECTIVE MEETING

- Call the meeting to order at the appointed time
- Announce the business to come before the Board in its proper order
- Enforce the legislative body's policies relating to the conduct of meetings and help ensure compliance with The Brown Act
- Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference
- Explain what the effect of a motion would be if it is not clear to every member
- Restrict discussion to the question when a motion is before the Board





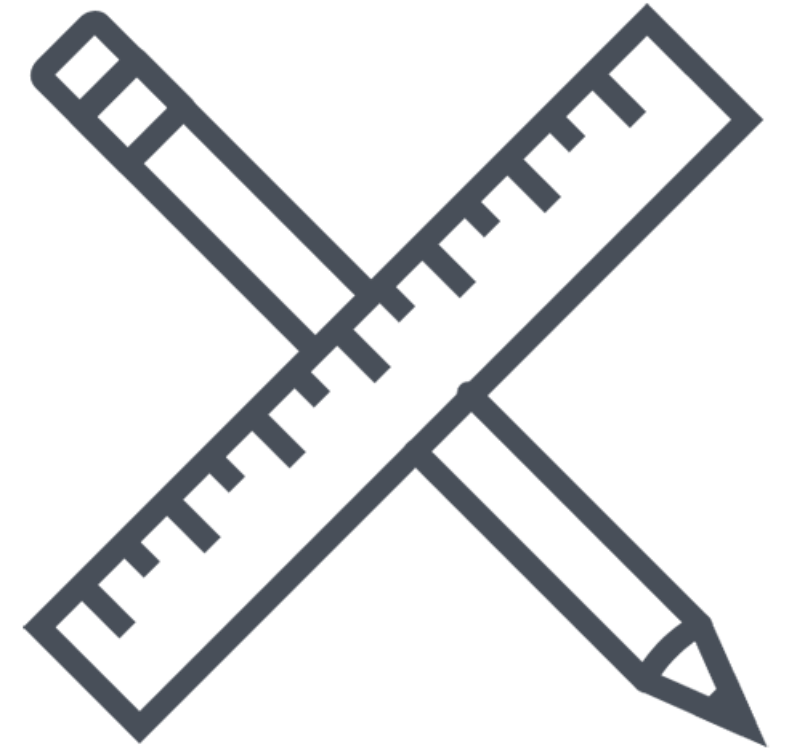
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RUNNING AN EFFECTIVE MEETING

- Rule on issues of parliamentary procedure
- Put motions to a vote, and state clearly the results of the vote
- Be responsible for the orderly conduct of all meetings
- Always be aware of the dynamics of the legislative body, audience and staff



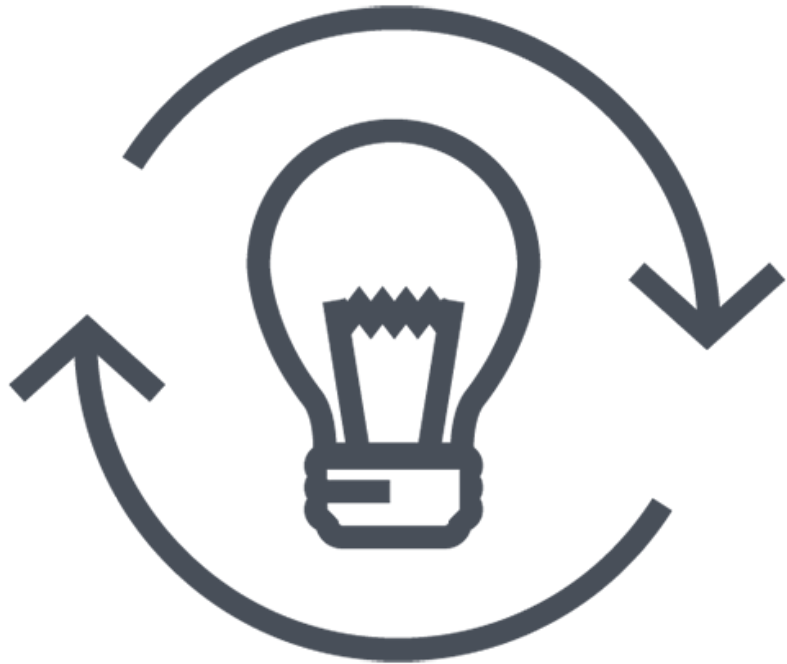


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TIPS FOR EFFECTIVE COMMUNICATIONS BETWEEN BOARD MEMBERS



- Be respectful; every member will have an opportunity to speak at an appropriate time
- Disagreement and respectful debate between members at legislative body meetings is appropriate; open disagreement outside of meetings can be divisive and damaging to the district
- Remember that you and every other member represents the entire district, not any particular area or constituency, and generally owe a duty to act in the best interest of the entire district

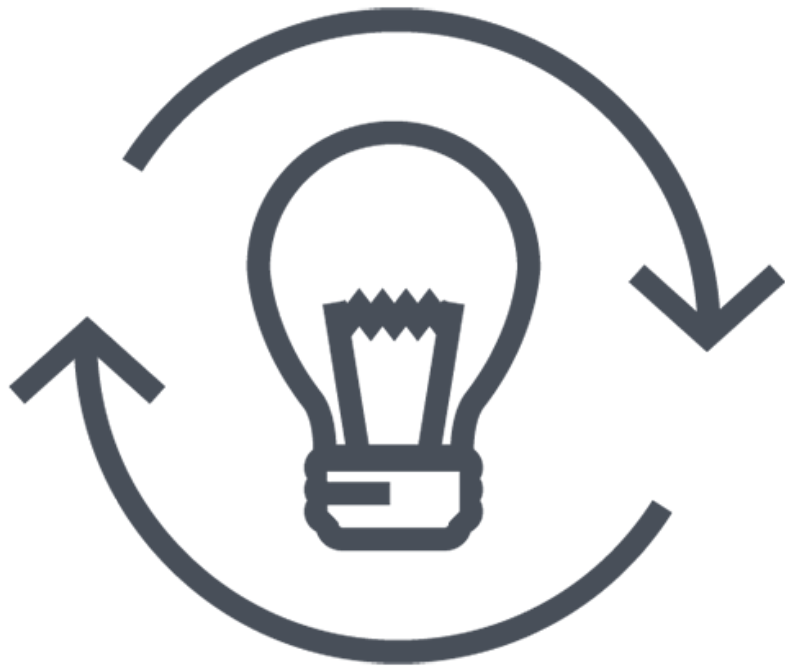


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TIPS FOR EFFECTIVE COMMUNICATIONS BETWEEN BOARD MEMBERS



- If you have a point that you wish to make to one or more members, address the point to the entire legislative body
- Be careful to limit communications between a quorum of the legislative body – remember the Brown Act!
- Don't let personality conflicts or prior policy disagreements spill over into meetings or public comments



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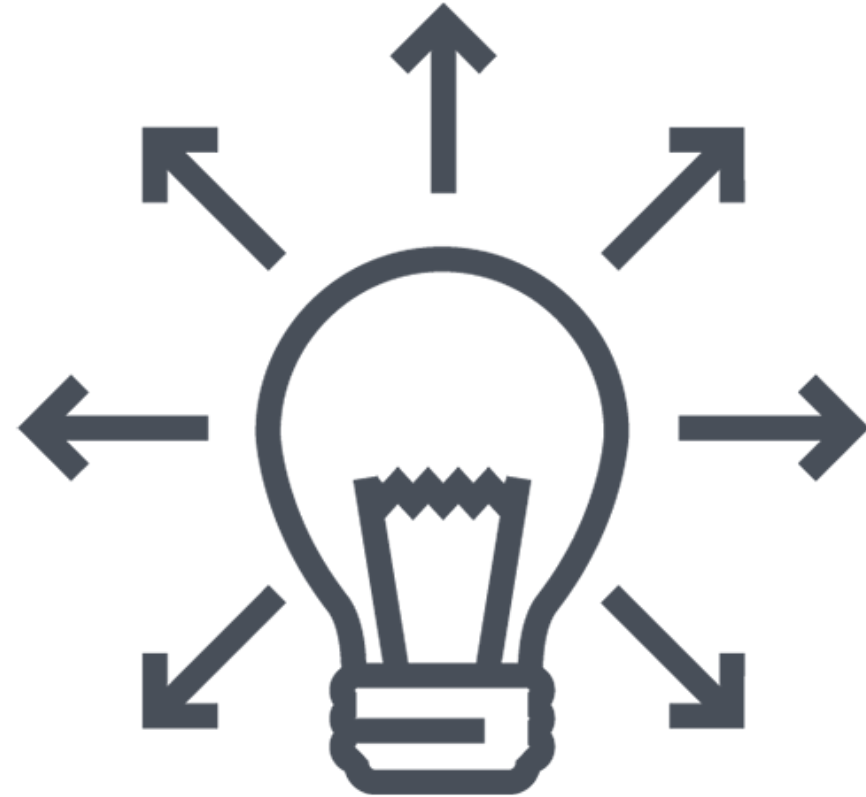
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BOTTOM LINE

Commitment to

- Openness
- Transparency
- Public access to information





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QUESTIONS?

Rupi Boyd
rboyd@sdsu.edu



SAN DIEGO STATE
UNIVERSITY

THANK YOU



Learning Continuity and Attendance Plan Template (2020–21)

The instructions for completing the Learning Continuity and Attendance Plan is available at <https://www.cde.ca.gov/re/lc/documents/lrngcntntyatndncpln-instructions.docx>.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Iftin Charter School	Ali Hori Principal	hori@iftincharter.net (619) 265-2411

General Information

[A description of the impact the COVID-19 pandemic has had on the LEA and its community.]

Iftin Charter school (ICS) serves grades TK through 8th on a site within the area known as City Heights. Iftin Charter School attracts students from a wide range of both the city of San Diego and the wider county. Approximately 90% of Iftin’s students reside in the communities of City Heights Area immediately surrounding the school. Iftin Charter School serves the most vulnerable students. Many of our families are refugees who resettled in the United States. Furthermore, 89% of our families are socioeconomically disadvantaged, 78% of our students are English Learners, and more than 90% of our students are Black or African American.

ICS’s pre-pandemic instructional days provided full day in-person instruction Monday – Thursday and Half-Day in-person instruction on Fridays. Students received instruction in whole group, small groups, or one on one settings in all subjects. Our school had 1:1 technology in all grades, however, student devices stayed on campus. On March 13, 2020, schools were notified that they would need to close to in-person instruction beginning March 16, 2020, subsequently schools remained closed for the remainder of the 2019-2020 school year. This closure forced ICS to quickly transition to a virtual instructional model. Within three days we were able to contact 90% of our families and distribute work packets and devices to students in each grade level. ICS’s parent liaison and administration worked until school ended to ensure families had devices and the necessary tools to complete online learning. ICS called families and made home visits when necessary to drop off materials or to check in with families/students who were not connecting with their classes online. ICS assisted many of our families get internet access and enough devices for each of their students at home. When devices broke or needed replaced, ICS delivered devices to students at their home.

While all of the instruction was provided online, students were also provided with learning packets to supplement learning and to provide access to learning to students who had connectivity issues. Many of our teachers taught their students in whole groups, small groups and also through the phone one on one. Our Education Specialist and Instructional Aides connected with students in their classrooms and in a 1:1 setting, our students also continued to receive services defined in their IEP. Professional development was provided to our teachers and instructional aides were used in classes to help teachers with student attendance and needs.

ICS serves some of the most vulnerable populations in San Diego, and for many, a return to in-person instruction will be the most beneficial educational option. Looking ahead, ICS will open its classrooms to our neediest students first, then transition to a Hybrid Instructional Model until the county allows for schools to return to 100% in person instruction.

Stakeholder Engagement

[A description of the efforts made to solicit stakeholder feedback.]

When schools were ordered to close and Iftin had to make the transition to virtual learning in the Spring of 2020, we knew we would need to increase our engagement with stakeholders to ensure our communication was concise, consistent, and accessible to all of our families. Efforts to solicit stakeholder feedback was essential to not only effectively transition to distance learning in the Spring, but to also begin the school year virtually. We also needed to ensure the need for high levels of student participation and engagement was a priority in our plan. Iftin Charter School was and will continue to be committed to ensuring that input and feedback from parents, students, staff, and teachers is heard, valued and used to guide decision making within the school. Engaging stakeholders took place using multiple formats including virtual meetings, broadcast messages, phone calls, and online surveys. This engagement was a critical and essential component in the design and development of the school's Learning Continuity and Attendance Plan and our Instructional Plan, which encompasses all of our instructional models, for the 2020 - 2021 school year. As of March Iftin has utilized the following methods to communicate with stakeholders: 5 Regular and/or Special Board Meetings, 3 virtual parent meetings, 2 surveys to teachers and families, and 15 school-wide broadcasts. Additionally, our CEO, Principal, and Parent Liaison have been fielding parent and community feedback daily. All correspondences sent to families is translated to Somali and Spanish. Our bilingual staff provides translation services during Zoom meetings (online/via phone), parent meetings, and upon request.

[A description of the options provided for remote participation in public meetings and public hearings.]

All meetings were held virtually using Zoom. Stakeholders had the opportunity to participate either by computer or phone with translations being provided for English, Somali and Spanish as needed.

[A summary of the feedback provided by specific stakeholder groups.]

Throughout our stakeholder engagement efforts, two concerns rose to the top as most important for all, ensuring the health and safety of all and instruction. When we surveyed our teachers, 75% of teachers felt instruction could be improved and wanted students to return to in-person instruction, but only if it could be done in a safe manner. When we surveyed parents 42% of parents wanted their child to return to a combination of in-person and virtual learning, 32% of parents wanted their child to continue in the virtual learning model, and 26% of parents wanted their child to participate in full day in person instruction. When asked to provide feedback in regards to our virtual learning from the Spring, overwhelmingly all stakeholders expressed communication, engagement, reduction in learning time and technology connectivity as the resounding issues that needed to be addressed. Iftin analyzed and incorporated feedback from all stakeholders in our Learning Continuity and Attendance Plan.

[A description of the aspects of the Learning Continuity and Attendance Plan that were influenced by specific stakeholder input.]

Stakeholder input, whether it was provided through a survey, over the phone or in a meeting drove the development of our plan.

Communication Concerns:

- Hired additional instructional aides and utilize our bilingual staff to bridge communication between home and school
- Purchase Zoom accounts for each teacher
- Streamlined our leaning management system, so that all classes are using the same platform
- Developed a Support Request form and posted it on our website for families

Engagement Concerns:

- Continuously providing teacher professional development on student engagement
- Providing additional instructional supports to teachers to help address student engagement
- Weekly packets that align with weekly learning objectives are available to families and deliver when necessary
- Providing parent meetings and training
- Daily and weekly calls to families that are not engaged in the virtual classrooms
- Hired a school psychologist to work with students who are experiencing social and/or emotional issues

Reduction in Learning Time Concerns:

- School-wide master schedule developed to provide clarity and to create consistency for families
- School-wide license for Zoom that allows for teachers to teach virtually without having time limits
- Opportunities for whole group, small group, and one on one instruction has been built into every classrooms schedule
- Students engage in live instruction everyday for core subjects as well completes independent work
- Weekly packets are sent home to supplement the leaning in the class

Technology and Connectivity Concerns:

- Hired an Technology coordinator to address all technology/connectivity issues
- Purchased additional laptops and headphones to ensure each family had access to devices for virtual learning
- Purchased additional teacher laptops to ensure teachers are equipped with functioning devices needed to deliver instruction virtually

- Purchased document cameras and microphones for each teacher
- Purchased WiFi hotspots and charging adapters for families who can not obtain internet service
- Purchased WiFi extenders for staff and families in need to increase bandwidth and accessibility

Iftin intends on collecting feedback from our stakeholders as the year progresses and as we begin to open up to in-person instruction. It is Iftin's commitment to listen to the feedback and update our plan if needed to ensure we are continuously reaching the needs of our students and families.

Continuity of Learning

In-Person Instructional Offerings

[A description of the actions the LEA will take to offer classroom-based instruction whenever possible, particularly for students who have experienced significant learning loss due to school closures in the 2019–2020 school year or are at a greater risk of experiencing learning loss due to future school closures.]

First and foremost during this pandemic, Iftin Charter School has remained committed to ensuring the health, safety and well-being of all our students, families, teachers and community. We are also committed to providing all of our students with rigorous high quality instruction.

Iftin continued with our plan to begin the school year on August 31, 2020 with students participating in ICS Virtual Learning Academy. Iftin Charter School will take steps to resuming some in-person instruction following the California Department of Education Guidelines, CDC Guidelines, and Local Health Orders. To allow time for teachers to prepare for the transition to a Hybrid Instructional Model and to ensure students can be trained on how to enter the campus, going to class, and hygiene expectations, we will move to a Hybrid Instructional model in a phased approach. Our Hybrid Instructional Model will place students in each class into either Cohort A or Cohort B. Students in Cohort A will attend in-person classes on Monday/Wednesday and continue Virtual Learning on Tuesday/Thursday, vice versa for Cohort B. Friday will be a virtual learning day for all learners and a professional development day for teachers.

Iftin's intention is to open an Academic Support Zone for our high needs students: Special Education Students, Homeless Students or Foster Youth, Students who are experiencing attendance issues, At-Risk Students, Newcomer, and Students of Essential Workers. The Academic Support Zone will be in a supervised classroom(s) that allows students to come on-site to participate in virtual learning, receive in-person instruction, and get additional help when needed. We will welcome back classes back on a phased approach, with two weeks implementation time between each vertical grade level beginning. It is ICS's goal to be fully transitioned to a hybrid model in all grades by the fall. Parents will have the option to continue with 100% virtual learning.

The first few weeks of virtual learning were designed by teachers to focus on building community, providing social emotional learning and to assess student current levels. As teachers assess students, they will strategically develop cohorts, putting students with similar academic needs into the same cohort. Teachers will receive training on how to use assessments to determine the learning that was lost by utilizing assessment benchmarks in our math curriculum, running records, reading levels, MAP assessment and IO assessments. Teachers will utilize the data they collect on each student to provide intensive interventions as well as enrichment. Iftin is also exploring the options of offering before and after school tutoring to individual students who need more intensive interventions to mitigate the learning loss. Iftin has invested in a leveled guided reading program, Literacy Footprints, to close the gap in learning loss and will also allow teachers to provide small group instruction at the student's levels while integrating speaking, listening, reading and writing.

Actions Related to In-Person Instructional Offerings [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Personal Protective Equipment such as face coverings (masks, and where appropriate, face shields) to ensure that students, staff, and family entering our campus are minimizing the spread of respiratory droplets while on campus.	\$32,500	Yes
Increased supplies of soap and hand sanitizer as well hand free dispensers in each classroom and throughout the school.	\$16,500	Yes
Health Materials such as touchless thermometers and infrared temperature scanner to screen staff, students, and visitors prior to entering campus. Also an outdoor canopy/tent was purchased to create an outdoor isolation room near the health office. Part-time staff to provide daily health screenings.	\$24,500	Yes
Additional disinfecting materials, on the approved cleaning list provided by CDC, to support effective, routine disinfection of high-touch surfaces such as disinfectant, paper towels, gloves, and masks.	\$12,000	Yes
Signage, posters, and floor decals were purchased to place throughout the school to direct traffic flow and minimize interactions between individuals. Visuals to reinforce face covering mandate and the importance of frequent hand washing will be placed throughout the school.	\$7,000	Yes

Description	Total Funds	Contributing
Additional Custodial staff to provide increased cleaning to high trafficked areas (bathrooms, office, cafeteria, play ground) as well as clean and disinfect classrooms everyday.	\$21,450	Yes
Sneeze guards to provide barriers where close contact occurs and physical distancing of 6-feet is difficult, such as the front desk of each school or during small group instruction. Sneeze guards will also be installed in the cafeteria line.	\$6,500	Yes
Increase of student supplies to reduce sharing of supplies in the classroom.	\$35,000	Yes
Air filtration systems for each classroom to cleanse the air in the classroom and decrease the circulation of unclean, unhealthy air.	\$9,000	Yes

Distance Learning Program

Continuity of Instruction

[A description of how the LEA will provide continuity of instruction during the school year to ensure pupils have access to a full curriculum of substantially similar quality regardless of the method of delivery, including the LEA's plan for curriculum and instructional resources that will ensure instructional continuity for pupils if a transition between in-person instruction and distance learning is necessary.]

Iftin Charter School began the 2020-21 school year with a virtual learning model for all students. The model and schedules were designed to ensure instructional continuity for students to prepare them for a transition between distance learning to in-person instruction as necessary. Iftin's virtual learning model includes daily, live, synchronous instruction for all students in addition to asynchronous activities and assignments that students complete each day. The virtual learning model also includes opportunities for students to work in small groups virtually in breakout rooms as well as meet 1:1 with their teacher. The school day schedule will align with the typical in-person school day schedule and contain the same classes and elements of instruction. The distance learning program will meet the state instructional minutes requirements of: Kindergarten = 180 minutes, Grades 1-3 = 230 minutes, Grades 4-12 = 240 minutes. Students will engage in synchronous and asynchronous instruction daily. Teachers will provide instruction that align to the common core and state standards and are deeply rooted in Iftin's focus areas: 1) Focus on Clarity 2) Focus on Mastery 3) Student Engagement 4) Aggressive Progress Monitoring and 5)

School/Classroom Culture. Until school is able to resume to 100% in person instruction, Fridays are designed as an independent learning day for students. Students will meet with their teachers Friday morning, then participate in asynchronous instruction, activities and assignments while teachers participate in professional development.

All of our instructional models will focus around FIVE major components: Content Delivery, Digital Resources, Extended Student Services, Instructional Support and School-Wide Safety.

Content Delivery

Students will have access to digital (online) learning materials and engaging instructional activities during the standard school day (8:20 - 2:50)

- All Grades will have access to reading, writing, math, science/social studies, and PE instruction daily
- All students will have access to the learning management platform Google Classroom or SeeSaw (TK/K and 2nd)
- All students will participate in virtual instruction daily through Zoom
- All students will also have access to Instructional Packets that align with instruction weekly, this will continue through all models of instruction

Digital Resources

- All students will have access to digital learning devices and Internet connectivity in order to participate in all models of instruction
- All students will have access to additional online learning platforms that support instruction at the student's academic level such as IXL, RAZ Kids, and Headsprout
- All students will receive a computer and headphones
- Hotspots and internet connectivity solutions will be provided by ICS as the need arises on a case by case basis

Extended Student Services

Additional consideration and supports will be put in place to provide support to students who:

- Have an IEP and receive additional services or instruction
- Newcomers or English Language Learners
- Students in Housing Transitions
- Students identified as needing additional instructional support
- Students whose parents are essential workers and need childcare to return to work

Instructional Support

- Teachers and Instructional Aides will be provided with professional development opportunities and strategies for teaching in an online learning environment
- Teachers will monitor student engagement and utilize strategies that effectively boost student engagement
- School leadership and teachers will monitor SEL needs of our students, staff and families and provide a timely support system
- Instructional Aides will be trained to provide teachers with instructional and behavioral support throughout all instructional models

- Parents will have opportunities to attend parent workshops

School-Wide Safety

Following guidelines provided from the California Department of Education (CDE), Local Health Officer (LHO) and San Diego County Office of Education (SDCOE), Iftin will ensure our campus is clean and has all health precautions in place to ensure all stakeholder's health and well-being is safeguarded to the fullest extent possible.

In our Instructional Plans for the school year Iftin intends to move from a virtual model to a hybrid instructional model that combines in-person and virtual learning, we will only transition to 100% in person instruction when state and local guidelines allow for this transition. The hybrid model not only allows for us to reduce class sizes daily, but also allows for our teachers to differentiate and provide more intensive interventions daily.

Throughout all models of instruction, students with IEP's will continue to receive their SAI time as well as services outlined in their IEP virtually, until we are able to safely reopen classrooms to allow for them to come on site to receive their instruction and services in person. Our newcomers and English Language learners will continue to receive their learning virtually through our ELD teacher who provides push-in support, small group instruction as well as 1:1 instruction until we are able to safely reopen a classroom space for them to receive instruction in person.

Access to Devices and Connectivity

[A description of how the LEA will ensure access to devices and connectivity for all pupils to support distance learning.]

Iftin Charter School collected data from all families via Google Form Survey and phone calls in the family's home language in order to identify families in need of technical support. Using this data, Iftin scheduled device pick up dates as well as hand delivered devices to families in need. Families that express connectivity issues (internet accessibility) are provided with local resources and/or a prepaid hotspot for families most in need and unable to obtain the resources needed for their child to participate in virtual learning. Additionally, school staff will continue to reach out to families if students are not participating in distance learning and/or not submitting school work to determine whether access to technology is a factor in the low participation rate for that student. Iftin has a designated Tech Team that is available to support families with troubleshooting both hardware questions and to provide support with online learning platforms students are using for instruction. Families may contact our Tech team or get additional support by: 1) Support Request Form found on our school website 2) Coming to the school M-F, 7:30 - 4:30 or 3) Calling the office or our Parent Liaison

Pupil Participation and Progress

[A description of how the LEA will assess pupil progress through live contacts and synchronous instructional minutes, and a description of how the LEA will measure participation and time value of pupil work.]

Iftin will use multiple assessments to assess student progress to identify and address learning loss, monitor student progress on grade level instruction and adjust instruction and supports based on student needs. All students will be assessed by their teachers using both formative and summative assessments. By regularly monitoring and reviewing student data, teachers will be able to better guide student learning and

provide timely interventions to struggling students. Synchronous and asynchronous instruction will allow multiple opportunities for formative assessment. Teachers will incorporate whole-class, small group, and independent activities throughout distance learning instruction to allow many opportunities for teachers to conduct assessments with their students, and in return use the data gathered to inform instruction, intervention and enrichment strategies, as well differentiate instruction.

Formative Assessments: This type of assessment will occur daily and frequently, allowing for teachers to collect daily data on student progress and instructional needs. Formative assessments will include, but are not limited to:

- Parent/Guardian Feedback
- Student conferences
- Exit Slips or Class Assignments
- Student participation in classroom or small group participation
- Notebooks
- Journal Entries
- Discussion Threads (online learning management system)
- Teacher observations

Summative Assessments: This type of assessment will occur twice during a unit, once in the middle and once at the end of the unit.

Summative Assessments may also occur throughout the year to assess student standard mastery and/or reading levels. The data collected from the summative assessments will be used to evaluate student success in learning and where they need more support to solidify learning.

Summative assessments will include, but are not limited to:

- NWEA MAP Testing
- EADMS Benchmark Assessments
- Mid Unit and Final Unit Test
- Final Project
- Research Paper
- Benchmark Assessments such as DRA and Running Records

Students will receive formal progress reports and formal grade reports during all instructional models. Progress Reports will be sent home bi-weekly with student's actual grades. Progress Reports will be sent home beginning September 24, 2020. Below are the dates Progress Reports will be sent home:

- Thursday, September 24
- Thursday, October 8 Thursday, October 22
- Thursday, November 5 Thursday, November 19
- Thursday, December 3 Thursday, December 17
- Thursday, January 14 Thursday, January 28
- Thursday, February 11 Thursday, February 25
- Thursday, March 11 Thursday, March 25
- Thursday, April 8 Thursday, April 22
- Thursday, May 6 Thursday, May 20

- Thursday, June 3

Report Cards will be sent home twice a year: February 10, 2021 and June 15, 2021.

Distance Learning Professional Development

[A description of the professional development and resources that will be provided to staff to support the distance learning program, including technological support.]

Professional development may be hosted by one of the following, but is not limited to: CEO, Principal, NCUST Executive Coach, Instructional Leader, SPED department, ELD Teacher, SELPA Program Manager, Operations Manager, or other highly qualified experts.

Topics for professional development for Teacher and Instructional Aides may cover topic such as:

- Best Practices during a Virtual Learning Model
- Enhancing educational practices such as small group instruction, one on one support or whole group instruction
- Guidance and Support for Special Education students
- Social Emotional Learning
- Providing support to English Language Learner
- Assessments Training
- Curriculum and Instruction
- Data Driven Instruction
- Other topics identified by staff

Iftin Charter School's teachers and Instructional Aides will continue receiving professional developments over the course of the school year. Teacher schedules have been developed to include for a minimum of 5 hours of planning to allow for individual, grade level, or vertical team planning and training. Also built into our Friday schedules is a minimum of 4 hours of professional development time divided between self directed PD, Teacher Led PD, NCUST PD or school-wide PD.

Staff Roles and Responsibilities

[A description of the new roles and responsibilities of affected staff as a result of COVID-19.]

Leadership Team's responsibilities have been updated to include: Staying updated on the current orders and guidelines from state, county, and district school officials; the development the Iftin's School Learning Plan (developed to outline the instructional plan for the year); Iftin's Virtual and Hybrid Instructional Plan as well as the COVID-19 Preparedness, Response and Control Plan considering feedback from all stakeholders; development of Iftin's Learning Continuity and Attendance Plans for the 2020 - 2021 school year incorporating stakeholder feedback; in collaboration with teachers, identify learning platforms that will be used across the school to create consistency and stability for families; ensuring all students have equitable access to technology needed to be successful in all models of instruction; ensuring to communicate all plans and updated information with the school board members, staff, and families; supporting and ensuring effective implementation of the virtual learning plan and accountability to student learning; designing and facilitating staff meetings and professional

development to support teachers during all instructional models; and providing and supporting staff with distance learning technologies through professional learning opportunities as well as on-site and virtual tech support through our tech team.

Education Specialists and Related Service Providers responsibilities have been updated to include: checking in families before the school year starts to discuss student's current state and needs; developing Contingency Plans as well as hold meetings to update IEP's; developing a schedule in collaboration with general education teacher to deliver SAI time or additional supports; collaborating with general education teachers to aid in accommodating and modifying instruction or assignments as needed; creating and/or attending breakout groups to support student learning for student with IEPs; ensuring the delivery of SAI in ways that support distance learning, which may include: Video reading lessons, Zoom lessons, Group project supports and check-ins, Low-tech goal based assignments and practice lessons; ensuring accommodations and modifications made to assignments given via the distance learning platform in collaboration with the general education teacher; ensuring that related services and appropriate services will be provided to students via Zoom, by phone or In-person when allowed.

A School Psychologists was recently hired and their responsibilities include: collaborating with Education Specialist to update all IEP's and ensuring all applicable assessments are completed; developing a schedule to provide mental health services to students with the identified need; receiving and evaluating students referred for social emotional support; providing one on one and small group counseling sessions as needed or identified; and participating and aiding in the SST process.

We hired a Technology Coordinator to lead our tech team. Their responsibilities have been updated to include: Safely distribute of tech devices to families in need, track and maintain student/staff devices, respond to family /teacher IT needs support via Google Form or school shared google doc., provide support to staff on distance learning technologies, order and maintain Iftin's tech needs to ensure equitable access and ensure needs are addressed in a timely manner.

Teacher responsibilities have been updated to include: Collaboratively design distance learning experiences and connection opportunities for students, explore and share effective distance teaching practices with colleagues, collaborate with our special education colleagues to ensure proper supports are being provided to special education students, connect and collaborate with our ELD teacher to support students who are English Learners or newcomers, communicate with and provide consistent and regular feedback to students, communicate with families consistently to relay student needs and progress, communicate with administrators about absent or non-communicative students and families and attend and engage in professional development.

Supports for Pupils with Unique Needs

[A description of the additional supports the LEA will provide during distance learning to assist pupils with unique needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness.]

Special Education:

- Special Education teacher will provide instructional opportunities in-person on campus (as we reopen the school) and/or virtually to each student

- Service providers will provide services either in-person on campus (as allowed) and/or virtually
- Special Education teacher and/or special education paraprofessionals will make contact with parents on a weekly basis
- Student IEPs will be reviewed and updated by our Education Specialist and School Psychologist once school resumes, virtually or otherwise.
- General Education (classroom) teachers will adhere to accommodations and modifications outlined in student’s IEP.
- Special Education staff may identify additional learning programs to provide differentiated, targeted learning instruction for students to access virtually.
- Education Specialist will assess each student with an IEP to determine learning loss and the amount of compensatory time that will be given to each student to address learning loss

Newcomers and English Language Learners:

- English Language Development (ELD) teacher and kindergarten teachers will administer the Initial ELPAC test to assess student language proficiency within the time allotted by the state.
- Initial ELPAC may be completed in-person (as allowed) and/or virtually.
- ELD teacher and paraprofessional will provide instruction to identified EL students in-person (as allowed) and/or virtually in small groups or 1:1 sessions
- ELD teacher and paraprofessional will contact parents on a weekly basis
- ELD teacher may identify additional learning programs to provide differentiated, targeted learning instruction for students to access virtually.

Students in Housing Transition:

- Students identified as homeless or foster youth will have access to a classroom at the school to participate in virtual learning (as allowed).
- Iftin’s Homeless Liaison and/or Parent Liaison will contact families on a weekly basis or as needed to ensure families are provided with necessary materials to ensure equitable access to educational opportunities
- Identified families/students will be provided with tech support and school supplies as needed and/or as requested by the teacher or parent.

Actions related to the Distance Learning Program [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
		Yes
School-wide Zoom license.	\$4500	Yes

Description	Total Funds	Contributing
Hotspots and portable chargers for homeless families to allow students to continue learning virtually.	\$5500	Yes
Additional student chromebooks, teacher laptops, and student headphones.	\$65,000	Yes
Document cameras and microphones were purchased as additional tools for teachers that support the virtual instruction provided as well as internet connection cables to increase internet bandwidth in classrooms.	\$7500	Yes
Hired a Technology Coordinator	\$48,000	Yes
Hired a School Psychologist.	\$62,850	Yes

Pupil Learning Loss

[A description of how the LEA will address pupil learning loss that results from COVID-19 during the 2019–2020 and 2020–21 school years, including how the LEA will assess pupils to measure learning status, particularly in the areas of English language arts, English language development, and mathematics.]

Teachers at Iftin will begin the virtual school year with a focus on building relationships with each individual student, establishing classroom community, and re-engaging students in their learning. Teachers will also assess student levels using a variety of formative and summative assessments to determine learning loss due to COVID-19. Teachers will also collaborate with vertical team teachers to determine standards that were not fully taught due to the abrupt closure and transition to virtual learning in the spring. Teachers will address pupil learning loss through monitoring student progress towards grade level mastery by first assessing student foundational level or prior knowledge, then using that data to develop an instructional plan for their students, ensuring to assess student level of learning along the way. Teachers and support staff will communicate student levels, progress, and engagement to students and families on a regular basis.

Iftin will assess student learning status by using teacher collected data as well as the following assessments:

English Language Arts:

- Developmental Reading Assessment (DRA) - to be administered three times a year
- Running Records
- NWEA MAP assessment - administered three times a year (October, January/February, May)
- Weekly phonics/spelling and sight word assessments

English Language Development:

- ELPAC initial and summative assessments will be administered as prescribed by the state

Mathematics:

- NWEA MAP assessment - administered three times a year (October, January/February, May)
- IO Assessments after each unit
- Foundations assessment - given prior to teaching a unit

Iftin has also created a Data and Assessment Committee that will develop a universal benchmark assessment that will assess students based on grade level standards more frequently than the NWEA Map assessment. Teachers will utilize all student assessment data to identify areas of need and strengths for their students and provide instruction a grade level instruction as well as intervention and/or enrichment opportunities for students. Iftin is also developing opportunities for additional tutoring after school to address students who are experiencing significant learning loss due to the current crisis.

Pupil Learning Loss Strategies

[A description of the actions and strategies the LEA will use to address learning loss and accelerate learning progress for pupils, as needed, including how these strategies differ for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils experiencing homelessness.]

In order to address learning loss and provide enrichment to students, teachers will incorporate multiple modes of instruction into their daily schedules. Teachers will routinely use data gathered about their students to provide engaging and differentiated instruction tailored to meet the academic needs of their students. Teachers will provide universal/tier 1 instruction for grade level standards in a whole group method, while providing remediation, intervention, and/or enrichments in small groups or in a one on one setting. Teachers will utilize the breakout rooms and instructional aides to provide the small group and one on one instruction.

Our general education teachers and special education teacher work collaboratively to assess the learning gaps of our special education students and ensure the IEP goals are applicable and are reflective of student levels. Special education students who are identified as needing more support to help mitigate learning loss will receive additional instructional support as identified by the Education Specialist and classroom teacher. Our Special Education department has two instructional aides who also provide additional supports to students, in a

virtual or in-person model. Our English Language Development (ELD) teacher and kindergarten teachers will administer the Initial ELPAC test to assess student language proficiency as well as informally assess student levels to determine student level and needs. Our ELD team will utilize teacher input and ELPAC scores to determine instructional needs of students. When student levels are identified, students will receive services in the form of a push-in model, small group or one on one sessions. Our ELD teacher will also provide PD to our teachers on best practices and instructional tools to use when teaching EL students. Students who are identified as homeless will be assessed to determine their level of learning and where the learning gaps are. Homeless students will have access to tutoring sessions and additional support provided by a staff member to close the gap created by the school closure and virtual learning setting.

Effectiveness of Implemented Pupil Learning Loss Strategies

[A description of how the effectiveness of the services or supports provided to address learning loss will be measured.]

Iftin will measure the effectiveness of all services and programs put in place to address learning loss through formative student assessments and summative student assessments outlined in our plan.

Iftin will also place school, class, and student data on a data wall inside a teacher planning space so the leadership and teachers can work together to identify what is successful and what areas need more support or changes.

Actions to Address Pupil Learning Loss [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Literacy Footprints, a guided reading program, to provide teachers with a research based program so they can provide intensive small group instruction.	\$34,500	Yes
Additional Developmental Reading Assessment kits, one for each grade level, to reduce the amount of sharing between adults.	\$22,000	Yes
Learning A-Z license was purchased to include, Reading A-Z, RAZ Kids and Headsprout to provide teachers with more instructional tools as well as giving students access to engaging books digitally as well as provide them individualized support through the use of Headsprout.	\$5,056	Yes
Hired 4 classified parti-time instructional aides.	\$72,000	Yes

Description	Total Funds	Contributing
After School Tutoring	\$25,000	Yes

Mental Health and Social and Emotional Well-Being

[A description of how the LEA will monitor and support mental health and social and emotional well-being of pupils and staff during the school year, including the professional development and resources that will be provided to pupils and staff to address trauma and other impacts of COVID-19 on the school community.]

Iftin Charter School is committed to supporting the social emotional wellbeing of every student and staff, every day. Now more than ever, we value and need to continue building our relationships with all families to ensure we are creating the healthiest environments for all of our students during this challenging and unpredictable time.

Iftin is committed to addressing our students social emotional needs by offering:

- Referral Form for students, teachers or parents to request counseling from our School Psychologist
- Morning and Afternoon meetings in every grade to check in with students
- Social Emotional Learning Components will be integrated into daily lessons using the Stanford Harmony program
- The Crisis and Emergency Line will be posted on the school website and made accessible to students and families
- The National Suicide Line will be posted on the school website and made accessible to students and families
- Parent Resource page with local community resources will be posted on our school website for families
- Consistent and Frequent communications home from classroom teacher and school

Pupil and Family Engagement and Outreach

[A description of pupil engagement and outreach, including the procedures for tiered reengagement strategies for pupils who are absent from distance learning and how the LEA will provide outreach to pupils and their parents or guardians, including in languages other than English, when pupils are not meeting compulsory education requirements, or if the LEA determines the pupil is not engaging in instruction and is at risk of learning loss.]

Students are required to attend all classes daily and complete all assignments as assigned by their teacher. Students who are inactive for more than 2 days without direct communication with the teacher, will be contacted by the school leadership team and may be referred to an attendance intervention. If a student is absent, parents must reach out to the school office and classroom teacher to record absence and make a plan with the teacher for their child to make up missed work.

Attendance Intervention: If a student is consistently absent from Virtual Instruction or is not participating/completing work and the teacher is unsuccessful in their communications home, the student will be referred to the Instructional Leader for an Attendance Intervention. The Attendance Intervention Plan may include but is not limited to:

- Phone Conference with Parent Liaison, School Leadership, parent, teacher, instructional aide, and student
- In Person Conference with Parent Liaison, School Leadership, parent, teacher and student
- Home visits
- Student coming to campus to attend school if feasible

Iftin will continue to host monthly parent meetings, as well as providing additional Parent Workshops. The schedule for Parent Workshops will be posted on our school website and will also be shared with parents through a school call out, fliers and classroom newsletters. Parent Workshop topics will include but are not limited to:

- Virtual Learning 101 for Parents
- Zoom, Google Classroom, and Powerschool 101 for Parents
- Volunteering and Getting Involved (ELAC, SSC and school governance)
- English Language Learner and ELPAC Assessments
- Community Resources and Community Partners available to parents
- Being an Advocate for your child through their data
- Statewide Testing and Schedule

Parent liaison and outreach coordinator will continuously reach out to the parents on daily or weekly basis translating all the school communications in Somali and Spanish. Our parent liaison created also WhatsUp platform to inform parents about their children' education progresses, new and updated school information and needs. Parents also have opportunities to communicate directly to the parent liaison through that platform for their school related needs.

School Nutrition

[A description of how the LEA will provide nutritionally adequate meals for all pupils, including those students who are eligible for free or reduced-price meals, when pupils are participating in both in-person instruction and distance learning, as applicable.]

Iftin Charter school will provide our families the list of SDUSD food distribution sites as well as Feeding San Diego Distribution sites. This information is also uploaded to our school website as well as provided to families by our teachers.

When we transition to our hybrid instructional model, students will have access to meals onsite as well as through the food distribution sites. For families who are not able to travel to campus to pick up meals, we are investigating ways to ensure families have access to nutritious meals.

Additional Actions to Implement the Learning Continuity Plan [additional rows and actions may be added as necessary]

Section	Description	Total Funds	Contributing
Pupil Engagement and Outreach	Instructional Aides, Parent Liaison, Dean of Students and Tech Team will contact families daily, provide tech-support, troubleshoot issues that students and families are having to ensure student daily attendance and participation in distance learning.	\$4,000	Yes
School Nutrition	Breakfast and Lunch will be available for students during the hybrid model whether they are learning in-person or virtually.	\$2,000	Yes
Pupil Learning Loss (Effectiveness of Implemented Pupil Learning Loss Strategies)	Instructional Aides, Parent Liaison and Dean of Students will hand deliver learning packets and/or technology to families who are unable to come to school.	\$1,000	Yes

Section	Description	Total Funds	Contributing
Distance Learning Program (Pupil Participation and Progress)	Iftin will open Saturdays and Sundays for parents to pick up students' packages as needed as many parents work during the working days and have no time to pick up their child's materials except on the Weekends.	\$3,500	Yes
Mental Health and Social and Emotional Well-Being	Professional Development: Training and Materials	\$8500	Yes

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
25%	\$832,568

Required Descriptions

[For the actions being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the needs of these students.]

Iftin serves a unique population of families, as stated previously, 89% of our families are socioeconomically disadvantaged, 83% of our students are English Learners, and 92.6% of our students are Black or African American. When developing a plan we are developing a plan to meet the needs of not only our homeless/foster youth, low-income students and our English Learners but for our entire student population as well. Our plan and actions directly improve our services provided to our entire student population and are effective in meeting their needs. Iftin Charter School will continuously analyze data and student progress to ensure our plan is implemented to fidelity and is serving our population of students.

[A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.]

Ensuring connectivity and equitable access to a rigorous curriculum has been the driving factor of our learning plan and decision-making process. Addressing the needs of our homeless/foster youth, English learners, and low-income students were the most important factors as this is the majority of our population. We are increasing our services by:

- 1) Providing internet to families in need
- 2) Providing devices to all students (computers, chargers, headphones) as well as adapters to allow for charging in remote locations
- 3) Additional instructional supports in the classrooms and during virtual class
- 4) Tutoring Sessions after school will be offered when we are allowed to bring students back on campus
- 4) Our parent liaison contacts each family on a weekly basis to ensure they are supported and their needs are being met
- 5) Our school psychologist will be providing professional development to teachers on Youth Mental First Aid so that teachers are knowledgeable on how to help students who may be experiencing social or emotional difficulties, which both are on the rise with the current pandemic.

As we begin to re-engage our students, beginning with our highest priority, our homeless and foster youth, English Learners, and low-income students we will review our plan on a regular basis and add additional resources as needed to ensure we are providing equitable access to high quality, rigorous instruction.



GOVERNING BOARD MINUTES - Regular Meeting

Meeting of Wednesday, September 30, 2020 at 5:30PM

Join Zoom Meeting

<https://us02web.zoom.us/j/88148149195>

Meeting ID: 881 4814 9195

One tap mobile

+16699006833,,88148149195# US (San Jose)

+13462487799,,88148149195# 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.”

Mission: Iftin Charter School provides students in grades TK-8 an academically rigorous, common core aligned curriculum, 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 5:32PM

Roll Call

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

None.

DISCUSSION ITEMS

- A) CEO Report
- B) Learning Continuity Plan
- C) Comprehensive School Safety Plan

Mr. Yussuf discussed the following in his report:

- Establish united teams working together with our core values
- Create a positive school culture
- Provide a high-quality education to all our students and their parents



GOVERNING BOARD MINUTES - Regular Meeting

- Seek grants to enhance quality of our work
- Seek to restart propZ project to renovate our facility and make it the state of the art
- Submit all the required documents by SDCOE within the timeline

Mr. Ali Hori, Principal shared the school Culture and Climate: “Creating a positive Iftin”

- Relationships
- Personal growth and goal orientation
- System maintenance and system change

Mr. Hussein Nur, Parent Liaison: Parent engagement during distance learning

- Opening a new channel of communication
- Parent workshops and training on academic platforms and programs

Ms. Yolande Charles, Instructional Leader Virtual Learning:

- Success with connecting families to online through video or phone calls
- Provided hotspots to families who had connectivity issues
- Tech. Team troubleshooted all software and hardware related issues and to ensure students have working devices.
- New Instructional Materials
 - DRA Kits to assess reading levels
 - Literacy Footprints to enhance guided reading program
 - Discovery Science
 - RAZ Kids digital access
- Professional Development
 - El Dorado SELPA, NCUST
 - Teacher directed PD
 - Instructional Aide PD

Learning Continuity Plan- Maslah Yussuf, CEO

The provisions for the plan were approved by the Governor and Legislature in June in SB 98 and can be found in EC Section 43509.

Iftin presented a draft of the LCP to the Board on September 26, 2020.

The LCP includes the following: addressing gaps in learning; conducting meaningful stakeholder engagement; maintaining transparency; addressing the needs of unduplicated pupils, students with unique needs, and students experiencing homelessness; providing access to necessary devices and connectivity for distance learning; providing resources and supports to address student and staff mental health and social emotional well-being.



GOVERNING BOARD MINUTES - Regular Meeting

Comprehensive School Safety Plan- Abdi Mohamud, Operations Manager

- The California Education Code (sections 32280-32288)
- The Comprehensive School Safety Plan will be reviewed and updated every year
- SSC Committee reviewed and certified the document
- Hardcopy is available for review at the main office.
- Available at the school website:
http://www.iftincharter.net/Comprehensive_School_Safety_Plan.pdf

Action Item

- A) Approve Learning Continuity and Attendance Plan
- B) Approve Comprehensive School Safety Plan

Faisal Ali: Do I have a motion to approve the Learning Continuity and Attendance Plan?

Joe Udall: So, moved.

Ibrahim Hassan: I second.

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

Faisal Ali: Do I have a motion to approve the Comprehensive School Safety Plan?

Ibrahim Hassan: I Motion.

Joe Udall: I Second.

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

Report to Open Session

Reportable Action: None

Advance Planning

The next regularly scheduled Governing Board Meeting is to be held on **October 23, 2020** at 5:30PM.

Adjournment 7:47 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 Operations Manager, Abdi Mohamud, at Mohamud@iftincharter.net

Subject: Parent and Family Engagement Policy

Introduction

Iftin Charter School has jointly developed with parents of participating students the following written Title I Parental Involvement policy. Our policy describes the means for carrying out the following Title I Parent Involvement requirements: Section 1118:c-f

Iftin Charter School agrees to be governed by the following statutory definition of parental involvement, and will carry out programs, activities and procedures in accordance with the following definition:

Parental involvement means the participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring that-

- parents play an integral role in assisting their child's learning
- parents are encouraged to be actively involved in their child's education at school
- parents are full partners in their child's education and are included, as appropriate, in decision-making and on advisory committees to assist in the education of their child
- carrying out of other activities, such as those described in section 1118 of the ESEA

PART I: GENERAL EXPECTATIONS

Iftin Charter School will carry out the following legal requirements in the manner described below:

First Reading:

Second Reading:

Adopted:

1. Iftin Charter School will notify parents about the School Parent and Family Engagement Policy in an understandable and uniform format and, will distribute this policy to parents in a language the parents can understand in the enrollment packet in September and in November
2. Iftin Charter School will make the School Parent and Family Engagement Policy available to the local community in the parent center, main office and in writing.
3. Iftin Charter School will update the School Parent and Family Engagement Policy a quarterly basis to meet the changing needs of parents, students and the school.
4. Iftin Charter School will notify all parents when the advisory council meets: ELAC and SSC by sending flyers home and posting it online
5. Iftin Charter School will implement the School Parent and Family Engagement Policy in good faith and periodically reassess its implementations.

PART II: DESCRIPTION OF HOW THE SCHOOL WILL IMPLEMENT REQUIRED SCHOOL PARENTAL INVOLVEMENT POLICY COMPONENTS

Iftin Charter School will take the following actions to carry out the following requirements in the manner described below:

1. Iftin Charter School will convene an annual meeting at a time convenient to parents of the following: (20 USC 6318[c][1])
 - Their child’s school participation and requirements of Title I
 - Of the parents rights to be involved about their school’s participation in Title I, by being part of the:
 - Monthly ELAC, and SSC meetings held to inform parents of their rights and to keep them involved in the decision-making process to improve student achievement.
 - Monthly Workshops to participate in training and other informational meetings

2. Iftin Charter School will hold a flexible number of meetings at varying times, and provide transportation, child care, and/or home visits, paid from Title I funding as long these services relate to parental involvement (20 USC 6318[c][2])

- Monthly, ELAC, and SSC meetings held to inform parents of their rights and to keep them involved in the decision-making process to improve student achievement.
- Bi-monthly Morning, afternoon and evening Parent Workshops will be held to accommodate parents’ schedules

First Reading:

Second Reading:

Adopted:

- Reminder flyers will be sent home early during the week of SSC and ELAC meetings and telephone calls (Connect Ed) to remind parents to attend

3. Iftin Charter School will update periodically its School Parent and Family Engagement Policy to meet the changing needs of students, parents and the school. (20 USC 6318[c][3])

- Any changes or updates done during the Monthly SSC meetings will be made to the School Parent and Family Engagement Policy in a timely manner.
- Annually, SBAC, ELPAC and end of year periodic assessment will be reviewed with parents during ELAC and SSC meetings to guide decision based on students' academic needs.
- Safety issues will be addressed during monthly School Site Safety Committee meetings.

4. Iftin Charter School will provide timely information about Title I programs to parents of participating children in a timely manner. (20USC 6318 [c][4][A]). Parents will be made aware of meetings by:

- Monthly calendars
- At a glance school view calendars (announcing upcoming events of the year)
- Monthly flyers and reminders
- Telephone calls (Connect Ed.)
- Title I Core Waiver parent letters (generated through SIS)

5. Iftin Charter School will provide parents of participating children with an explanation of the curriculum, academic assessment, and proficiency levels students are expected to meet. (20 USC 6318[c][4][B])

- Back to School Night in the fall: parents receive a grade level standards brochure and have the opportunity to learn about the curriculum used in class and district wide.
- Parent-conferences held twice per year to inform parents of their child's progress towards achieving grade level standards
- Literacy day in the fall and Math day in the spring to inform parents of ways to help their children at home
- Bi- weekly Parent Workshops to help parents at home with homework
- Opportunity to be part of the School Review Team
- Monthly classroom visitation to various classrooms to observe instruction.

First Reading:

Second Reading:

Adopted:

6. Iftin Charter School will provide parents of participating children if requested by parents, opportunities for regular meetings to formulate suggestions and participate, as appropriate, in decisions relating to the education of their children, and to responds to any such suggestions: (20 USC 6318[c][4][C])

- Parents have the opportunity to contribute to the decision-making process at every ELAC, and SSC meetings
- Iftin annual Parent Survey
- Needs Assessment during the council meetings
- Informal and formal surveys

PART III: SHARED RESPONSIBILITY FOR HIGH STUDENT ACADEMIC ACHIEVEMENT

Iftin Charter School has developed with parents of participating students a School-Home Partnership that outlines how parents, students, teachers, instructional leader, the principal and the CEO will share the responsibilities for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the California content standards.

1. Iftin Charter School will incorporate the School-Home Partnership as component of its School Parental Involvement Policy. Iftin charter school will build the school's and parents capacity for strong parent involvement by ensuring that the school's staff follow the School-Home Partnership with the goal to improve student academic achievement and by following the activities specifically described below: (20 USC 6318[d][1])
 - Parent conferences to update parents of students' progress and mastery toward grade level standards
 - Frequent communication with parents regarding students' behavior and academic progress
 - Parent workshops that inform and educate parents about curricular topics (Literacy, Math, English Language Development)
 - Provide opportunities for parent involvement and parent volunteer opportunities
 - Demonstrate a positive attitude toward all members of the learning community
 - Hold the highest standards and expectations for teaching, learning and behavior

First Reading:

Second Reading:

Adopted:

2. Iftin Charter School will build the parent’s capacity for strong parental involvement by guiding parents and informing them of their parents’ responsibility to support their children’s learning based on the School-Home Compact. Parents will note that they are responsible for the following: (20 USC 6318[d][1])

- Make sure my child gets to school on time each day
- Support the school standards of behavior
- Participate in intervention activities, parent conferences, parenting classes
- Establish a time for homework and help review the homework with my child
- Provide a quiet and well lit place for child to study and do homework
- Support and enforce the school dress code
- Demonstrate a positive attitude toward all members of the learning community

3. Iftin Charter School will provide opportunities to develop an ongoing communication between parents and teachers through, at a minimum, annual conferences, reports on student progress, access to staff, and opportunities to volunteer and participate in and observe the educational program (20 USC 6318[d][2]) by:

- Parent-Teacher conferences
- Monthly, ELAC, and SSC meetings held to inform parents of their rights and to keep them involved in the decision-making process to improve student achievement.
- Morning, afternoon and evening Parent Workshops will be held to accommodate parents’ schedules
- Maintaining open lines of communication with students, parents and staff.

PART IV: BUILDING CAPACITY FOR INVOLVEMENT

Iftin Charter School will ensure an effective involvement of parents and will support its partnership among all parents and the community to improve student academic achievement. Iftin Charter School will carry out the following legal requirements in the manner described below:

First Reading:

Second Reading:

Adopted:

1. Iftin Charter School will assist parents in understanding academic content and achievement standards and assessments and how to monitor and improve the achievement of their children (20 USC 6318[e][1]) by providing materials and training for parents. (20 USC 6318[e][2])
 - Provide necessary literacy and math training. Parents will have hands-on activities and hand out to take home
 - Parent Education classes
 - Provide monthly workshops on reading fluency, blending techniques, vocabulary development, reading comprehension, mathematics (Number sense, Algebraic thinking, Geometry) and SBAC workshops.

2. Iftin Charter School will train its teachers, and any other staff in how to reach out to, communicate with, and work with parents as equal partners (20 USC 6318[e][3]) and how to implement and coordinate parent programs and build ties between parents and schools (20 USC 6318[e][4])

- Addressing parent relations at quarterly staff meetings
- Open and ongoing communication between parents and staff
- Fast response to parent requests for meetings
- Parents will help develop Behavioral charts

3. Iftin Charter School will distribute information related to school and parent programs, meetings, and other activities to parents in a timely manner and in a language that the parents understand. (20 USC 6318[e][5]).

- Monthly calendars and meetings notices are sent home to inform parents of all upcoming meetings and other activities in dual languages
- Staff members are responsive to parent request to meet
- Parents receive phone calls (Connect Ed) to inform them of meetings and /or activities going on school.
- On every SSC and ELAC meeting has an instructional focus so that parents are informed about instructional programs on school.

First Reading:

Second Reading:

Adopted:

PART VI: ACCESSIBILITY

Iftin Charter School will ensure, to the extent practicable, to provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory students including providing information and school reports in a format and, to the extent practicable, in a language parents of the Title I students understand.

First Reading:

Second Reading:

Adopted:



Iftin Charter School's Discipline Plan (2020-21)

Discipline Policy and School Rules

Iftin Charter School (ICS) desires to provide an orderly, caring and nondiscriminatory learning environment in which all students can feel comfortable and take pride in their school and their achievements. ICS' discipline policy will be applied to students in a fair and consistent manner; without favoritism or prejudice. ICS believes in a school environment which promotes an atmosphere of teaching and learning. Learning takes place when there are high expectations, encouragement, positive motivation and acceptance. Teachers shall encourage and reward success and achievement, participation in community projects, and positive student conduct. The school shall prepare students for responsible citizenship by fostering self-discipline and personal responsibility. High expectations for student behavior, effective classroom management and parent involvement can minimize the need for discipline. Staff shall use preventative measures and positive conflict resolution techniques whenever possible. Clear definition of acceptable student conduct provides the basis for sound disciplinary practices.

Discipline & Safe Learning Environment

ICS maintains a discipline policy whose goal is twofold. The first is to ensure the right of each student to a safe and orderly learning environment and the second is to help each student develop positive behavior patterns. Our expectations for student behavior are based on respect. We expect students to respect themselves and others as well as the learning environment. Every effort will be made to work with students and their parents to resolve behavioral issues by helping the student learn acceptable boundaries, self-control, problem-solving and effective communication. Students who are disrespectful of their peers and teachers and continually disrupt the learning environment will be dealt with according to the ICS Discipline Management Plan.

Discipline Management Plan

Students are given clear, reasonable expectations as participants in the learning environment. When students disrupt the learning environment or behave in unsafe or unhealthy ways, their choices will have consequences. Teachers will deal with the misbehavior and administer consequences that may range from a warning to immediate removal from the class based on the seriousness of the infraction. A discipline referral, a note, or a phone call will serve as notification to the parents. Infractions include but are not limited to:

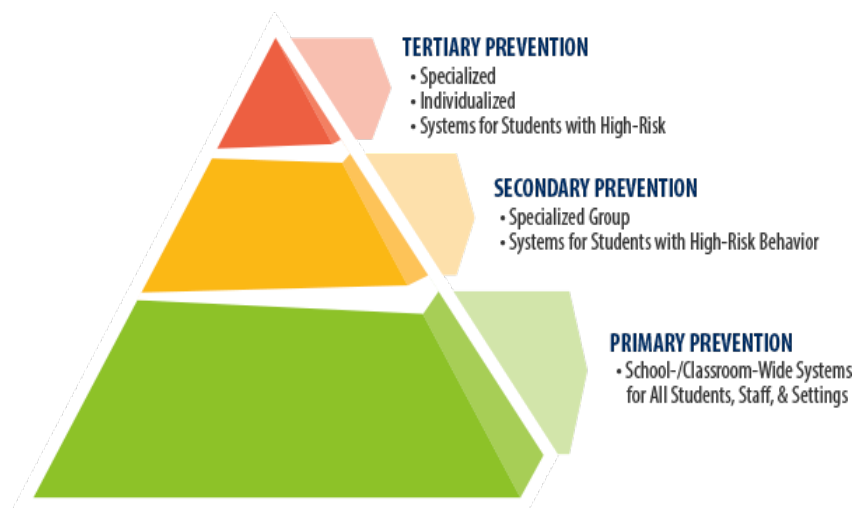
- inappropriate or aggressive physical behavior
- foul language
- inappropriate off-task behaviors that disrupt learning
- defacing or vandalizing materials, equipment, or facilities

Referrals are not generally made unless a student has been first warned. A student may be referred to the Principal for seriously disruptive, disrespectful, or dangerous behavior. Please see the behavior rubric on the next page that explains consequences for behavior.

What is PBIS?

PBIS (Positive Behavior Interventions and Supports) is an organized, data-driven system of interventions, strategies, and supports that positively impact school-wide and individualized behavior planning.

“Response to Intervention (RTI) is a multi-tier approach to the early identification and support of students with learning and behavior needs” (RTI Action Network, 2018).



Why is it so important to focus on teaching positive social behaviors?

Frequently, the question is asked, “Why should I have to teach kids to be good? They already know what they are supposed to do. Why can I not just expect good behavior?” In the infamous words of a TV personality, “How is that working out for you?”

In the past, school-wide discipline has focused mainly on reacting to specific student misbehavior by implementing punishment-based strategies including reprimands, loss of privileges, office referrals, suspensions, and expulsions. Research has shown that the implementation of punishment, especially when it is used inconsistently and in the absence of other positive strategies, is ineffective. Introducing, modeling, and reinforcing positive social behavior is an important step of a student’s educational experience. Teaching behavioral expectations and rewarding students for following them is a much more positive approach than waiting for misbehavior to occur before responding. The purpose of school-wide PBIS is to establish a climate in which appropriate behavior is the norm.

**Iftin Charter School
Major/Minor Discipline Referral Form**

Student: _____ Referring Staff: _____

Grade: _____ Date: _____ Time: _____: _____ am pm

Location

Classroom Playground Hallway Library/Lab Parking Lot
 Bathroom Lunch Area Office Other _____

Problem Behaviors MINOR MAJOR

Physical Contact Disrespect Property Misuse Dishonesty
 Technology Use Harassment Weapons/Illegal Substances

Incident Description: _____

Interventions/Decisions

Reteach Behavior Think Sheet Parent Contact Parent Conference
 In School Suspension Out of School Suspension SST Referral

Other: _____

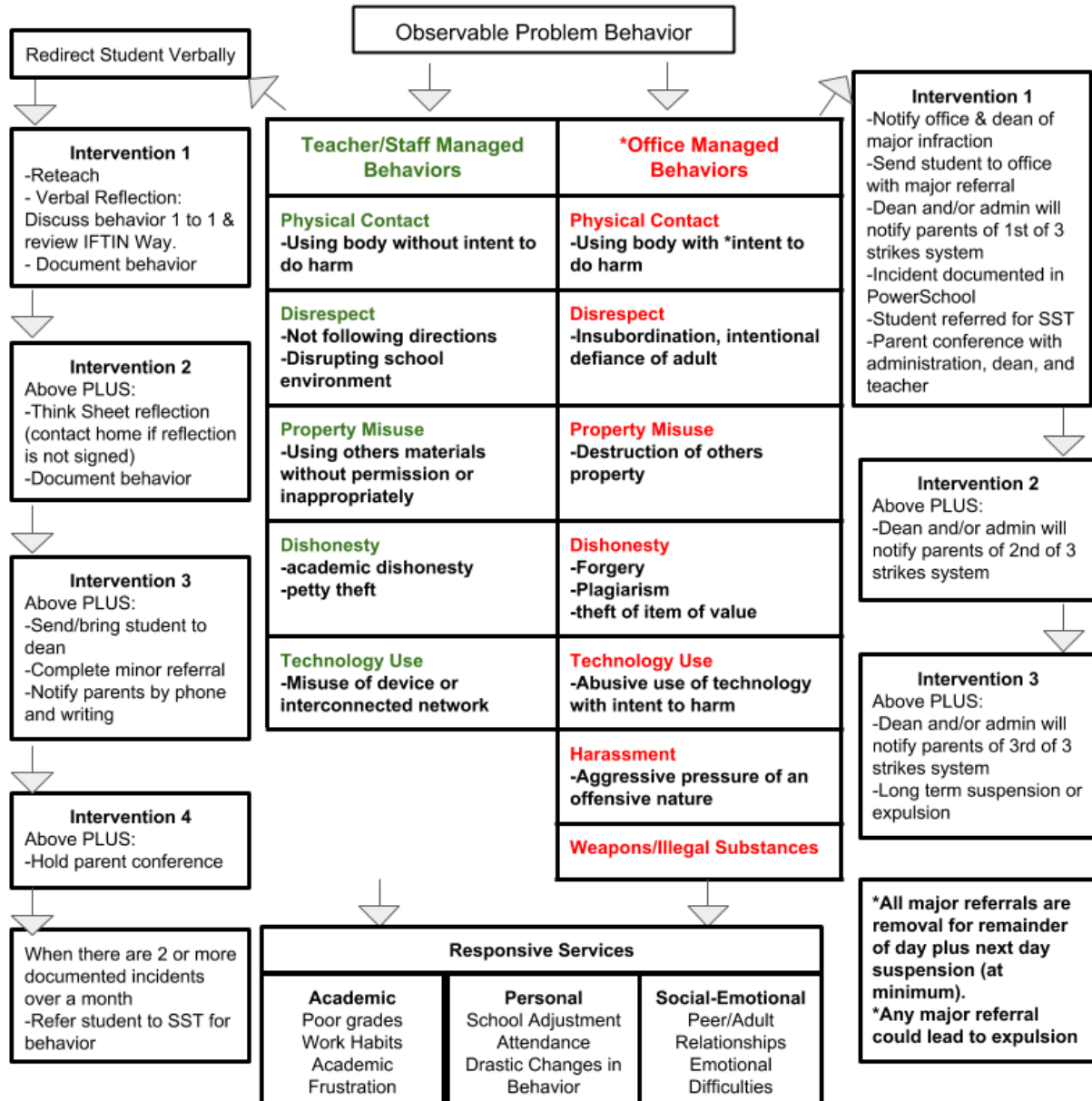
I have received notice of my child's inappropriate behavior and the school intervention(s) implemented to help improve the behavior. I have discussed this incident with my child in order to support the learning of more appropriate school behavior.

Please Sign and return the next day:

Parent/Guardian Signature: _____

Principal Signature: _____

Iftin Charter School Behavior Flow Chart



* Iftin will continue our work with a team of teachers to develop a comprehensive plan for discipline to include PBIS and Restorative Practices.

PUPIL SUSPENSION AND EXPULSION POLICY

I. Introduction

This Pupil Suspension and Expulsion Policy (the “Policy”) for **Iftin Charter School** (“School”) has been established in order to promote learning and protect the safety and well-being of all students. When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. At the same time, the School intends to provide effective interventions for pupils who engage in acts of problematic behavior to help them change their behavior and avoid exclusion from the School.

Staff shall enforce disciplinary rules and procedures fairly and consistently amongst all students. The Policy will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. The CEO/Principal shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy is available on request at the CEO/Principal’s office.

Discipline includes, but is not limited to, advising and counseling students, conferring with parents/guardians, detention during and after school hours, community service on or off campus, the use of alternative educational environments, suspension and expulsion. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee’s use of reasonable force necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

A student identified as an individual with disabilities or for whom the School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities in Education Act (“IDEA”) or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 (“Section 504”) is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. The School will follow Section 504, the IDEA, the Americans with Disabilities Act of 1990 (“ADA”) and all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom the School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

II. Suspension

A. Definition

Suspension is the temporary removal of a pupil from class instruction for adjustment or disciplinary reasons. Suspension does not mean any of the following:

- Reassignment to another education program or class at the School where the pupil will receive continuing instruction for the length of day prescribed by the Board for pupils of the same grade level;
- Referral to a certificated employee designated by the CEO/Principal to advise pupils;
- Removal from the class, but without reassignment to another class for the remainder of the class period without sending the pupil to the CEO/Principal or designee.

Suspended students shall be excluded from all School and School-related activities unless otherwise agreed during the period of suspension.

The School shall consider suspension from School only when other means of correction fail to bring about proper conduct or where the student's presence would constitute a danger to persons or property or seriously disrupt the educational process.

B. Authority

The CEO/Principal or his/her designee may suspend a student from class, classes or the school for a period not to exceed five days. The CEO/Principal or his/her designee may extend a student's suspension pending final decision by the Board of Directors of the School on a recommendation for expulsion. Such extended suspension should not exceed 10 days, unless specific procedural safeguards are met. Those are identified below.

On a recommendation for expulsion, the Board of Directors may suspend a special education student being considered for expulsion in accordance with the laws relating to expulsion of special education students.

A pupil may not be suspended or expelled for any of the acts enumerated in this Policy unless the act is related to school activity or school attendance of Iftin Charter School. A pupil may be suspended or expelled for acts that are enumerated in this Policy and related to school activity or attendance that occur at any time, including, but not limited to any of the following:

- While on school grounds
- While going to or coming from school
- During the lunch period, whether on or off the school campus
- During, or while going to or coming from a school sponsored activity
- All acts related to school activity or school attendance occurring within the School.

C. Grounds

The CEO/Principal may use his/her discretion to provide alternatives to suspension or expulsion recommendations that are age appropriate and designed to address and correct the student's specific misbehavior. Alternatively, students may be suspended or recommended for expulsion for any of the following acts (whether completed, attempted or threatened) when it is determined the pupil:

- Caused physical injury to another person or willfully used force or violence upon the person of another, except in self-defense

- Possessed, sold or otherwise furnished any firearm, knife, explosive or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from an authorized certificated school employee, with the CEO/Principal or designee's written concurrence
- Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code sections 11053-11058 (including, but not limited to, opiates, hallucinogenic substances, stimulants, depressants and narcotic drugs), alcoholic beverage or intoxicant of any kind.
- Unlawfully offered, arranged or negotiated to sell any controlled substance as defined in Health and Safety Code sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented the same as a controlled substance, alcoholic beverage or intoxicant
- Committed or attempted to commit robbery or extortion
- Caused or attempted to cause damage to school property or private property
- Stole or attempted to steal school property or private property (as used in this policy, "school property" includes but is not limited to electronic files and databases)
- Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, betel and e-cigarettes, whether or not they contain tobacco
- Committed an obscene act or engaged in habitual profanity or vulgarity
- Unlawfully possessed or offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code section 11014.5
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials or other school personnel engaged in the performance of their duties
 - A pupil enrolled in kindergarten or in grades 1 through 3 shall not be suspended for any of the acts enumerated in the previous bullet, and the previous bullet point shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12 to be recommended for expulsion.
- Knowingly received stolen school property or private property
- Possessed an imitation firearm, i.e., a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm
- Committed a sexual assault as defined in Penal Code sections 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code section 243.4
- Harassed, threatened or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness
- Unlawfully offered, arranged to sell, negotiated to sell or sold the prescription drug Soma

- Engaged in, or attempted to engage in, hazing. “Hazing” means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current or prospective pupil. “Hazing” does not include athletic events or school-sanctioned events.
- Engaged in an act of bullying. “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils directed toward one or more pupils that has or can be reasonably predicated to have the effect of one or more the of the following:
 - Placing a reasonable pupil(s) in fear of harm to that pupil(s)’ person or property;
 - Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health;
 - Causing a reasonable pupil to experience substantial interference with his or her academic performance;
 - Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
- An electronic act, for purposes of the immediately preceding paragraph, means the transmission, by means of an electronic device, including but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including but not limited to, any of the following:
 - A message, text, sound or image.
 - A post on a social network Internet Web site including, but not limited to:
 - Posting to or creating a burn page. “Burn page” means an Internet Web site created for the purpose of having one or more of the effects listed above.
 - Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - Creating a false provide for the purpose of having one or more of the effects listed above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - An act of cyber sexual bullying.
 - For purposes of this section, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described above. A photograph or other visual recording shall include

the depiction of a nude, semi-nude or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording or other electronic act.

- Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political or scientific value or that involves athletic events or school-sanctioned activities.
- An electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- A “reasonable pupil” means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.
- Made terrorist threats against school officials and/or school property
- Committed sexual harassment
- Caused or participated in an act of hate violence
- Carried, possessed, sold or otherwise furnished an electronic signaling device
- Committed hazing
- Committed vandalism/malicious mischief
- Violated academic ethics
- Falsified or misinterpreted notes or phone calls of parents or guardians
- Falsely activated fire alarm
- Habitually violated the dress code
- Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment
- Discriminated against, harassed, intimidated, and/or bullied any person or groups of persons based on the following actual or perceived characteristics: disability, gender, nationality, race or ethnicity, religion, sexual orientation, gender identity, gender expression, religion, or association with one or more of these actual or perceived characteristics.
- A pupil who aids or abets, as defined in section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this policy, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury may be recommended for expulsion.

The above list is not exhaustive and depending upon the offense, a pupil may be suspended or recommended for expulsion for misconduct not specified above.

D. Procedures Required to Suspend

Step One

The CEO/Principal shall investigate the incident and determine whether or not it merits suspension.

Searches: In order to investigate an incident, a student's attire,¹ personal property, vehicle or school property, including books, desks, school lockers, computers and other electronic devices, may be searched by a Principal or designee who has reasonable suspicion that a student has violated or is violating the law or the rules of the school. *Illegally possessed items shall be confiscated and turned over to the police.*

Step Two

Unless a student poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process, a suspension will be preceded by an informal conference between the CEO/Principal and the student in which the student shall be orally informed of the reason for the suspension, the evidence against him, the other means of correction that were attempted before the suspension and be given the opportunity to present informal proof of his/her side of the story. If the student poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process, the informal conference will be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason, including, but not limited to, hospitalization or detention in a correctional facility.

At the time of the suspension, a School employee shall make a reasonable effort to contact the parent/guardian by telephone or in person to inform him/her of the suspension and the reasons therefor.

If a student is suspended without the informal conference, both the student and the parent/guardian will be notified of a student's right to return to school for the purpose of a conference.

Step Three

The CEO/Principal determines the appropriate length of the suspension (up to 10 days). When suspensions do not include a recommendation for expulsion, they shall not exceed 10 days consecutive school days per suspension.

Step Four

The CEO/Principal fills out a Notice of Suspension Form, a copy of which will be sent to the student's parent/guardian and to the student. A copy of this form is also placed in the student's cumulative file at the School. The Notice of Suspension Form shall state the fact of suspension, its duration and the specific offense committed by the student. In addition, the notice may state the date and time when the student may return to school. The notice shall also state that if desired by the parent/guardian, a prompt meeting or hearing will be held at which the suspension may be discussed and at which the student may be present and afforded an opportunity to present informal proof of his/her side of the case. Additionally, if the School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request the parent/guardian to respond to such requests without delay.

¹ This does not include removing clothing to permit visual inspection of the under clothing, breasts, buttocks or genitalia of the pupil.

- Upon request of a parent, a legal guardian, or other person holding the right to make educational decision of the suspended students of two or more schooldays or the affected student, the teacher of the pupil is required to provide the homework that the student would otherwise have been assigned. If the student turns in the homework to the teacher which the pupil or his/her guardian requested upon the student'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 the assignment not be included in the calculation of the pupil's overall grade in the class.

Step Five

The CEO/Principal determines whether the offense warrants a police report. CEO/Principal will report certain offenses to law enforcement authorities in accordance with Education Code section 48902.

When CEO/Principal releases a minor pupil to a peace officer for the purpose of removing the minor from the school premises, the CEO/Principal shall take immediate steps to notify the parent, guardian or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, unless the minor has been taken into custody as a victim of suspected child abuse.

Step Six

The CEO/Principal may require the student and his/her parent/guardian to sign a contract that states the conditions that the student is expected to meet while at the School. Copies of the signed contract are kept by the school and given to the parent/guardian.

Special Education and Section 504 Student Suspensions

When suspensions involve special education students or students with a 504 plan, a manifestation determination meeting shall be held no later than the 10th suspension day (whether consecutive or cumulative for the school year). The CEO/Principal shall notify the student's special education teacher or regular education teacher when the student's cumulative days of suspension for that school year reaches eight. That teacher shall promptly notify El Dorado County Selpa representative of the need for the manifestation determination meeting. The manifestation determination meeting shall include the LEA, the parent, and relevant members of the student's IEP Team or 504 Plan Team (as determined by the parent and the LEA).

The student shall be treated as a general education student for disciplinary purposes, except to the extent that educational services must continue, if at the manifestation determination meeting the following are both determined in the negative, after reviewing all relevant information in the student's file, including the student's IEP, any teacher observations and any relevant information provided by the parents: 1) the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability under the IDEA or section 504; or 2) the conduct in question was the direct result of the LEA's failure to implement the IEP or 504 Plan. If it is determined at the manifestation determination meeting that 1) or 2) is answered in the affirmative, the conduct is deemed a manifestation of the disability.

If the conduct is deemed a manifestation of the disability, the IEP Team or 504 Team must conduct a functional behavioral assessment (or other appropriate assessment for the 504 student), create a plan and implement it, or if the plan is preexisting, review it and modify it as necessary to address the behavior.

In the case of a manifestation of a disability, the student will be returned to the placement from which he/she was removed, unless the LEA and parent agree to a change of placement as part of the modification of the behavioral intervention plan or updated 504 Plan. For special education and 504 students, a new manifestation determination meeting is required for all proposed suspensions exceeding ten cumulative days in one school year.

The special education student may be removed from school to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability if the student: 1) carries a weapon to or possesses a weapon at school, on school premises or to or at a school function under the jurisdiction of the School; 2) knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of the School; or 3) has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of the School.

E. Appeal Process

A student or the student's parent/guardian may appeal those disciplinary actions, other than expulsion, imposed upon a student for his/her School related offenses. Appeals must be made first in writing at the School level, and should be directed to the CEO/Principal within 2 of days of the School sending the Notice of Suspension Form to the parent/guardian and the student. The CEO/Principal will attempt to resolve the appeal with a written response within ten school days of receiving the written appeal. After appeal at the School level, if further appeal is desired, the student or his/her parent/guardian should appeal in writing to the governing board of Iftin charter school within 5 days of the date of the School level written response and should direct it to the Board president for final resolution within 15 school days. If any appeal is denied, the student, his/her parent/guardian may place a written rebuttal to the action in the student's file.

III. Expulsion

A. Definition

Expulsion means involuntary disenrollment from the charter school.

B. Authority

A student may be expelled either by the Board following a hearing before it or by the Board upon a recommendation of an Administrative Panel to be assigned by the Board as needed. The Panel may recommend expulsion of any student found to have committed an expellable offense.

The Board, upon voting to expel a pupil, may suspend the enforcement of the expulsion order for a period of not more than one calendar year and may, as a condition of the suspension of enforcement, assign the pupil to a school, class or program that is deemed appropriate for the rehabilitation of the pupil or other conditions such as good behavior, attendance, etc. The rehabilitation program to which the pupil is assigned may provide for the involvement of the pupil's parent or guardian in his or her child's education in ways that are specified in the rehabilitation program. A parent or guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the pupil has satisfactorily completed the rehabilitation program.

C. Grounds for Expulsion

Category I Expulsions – Mandatory Recommendation for Expulsion

The CEO/Principal shall immediately suspend a student, and recommend for expulsion, a student who has committed one or more of the following acts:

- Possessing, selling or otherwise furnishing a firearm when a school employee verifies firearm possession, unless the student obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the CEO/principal or his/her designee
- Brandishing a knife at another person
- Unlawfully selling a controlled substance
- Committing or attempting to commit a sexual assault or committing a sexual battery
- Possession of an explosive

Category II Expulsions – Recommendation for Expulsion Required, Unless Inappropriate Under the Circumstances

A student who has committed one of the following acts of misconduct must be recommended for expulsion, unless the CEO/Principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct.

- Causing physical injury to another person, except in self-defense
- Possession of any knife, explosive or other dangerous object of no reasonable use to the student
- Unlawful possession of any controlled substance, except for the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis or for possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician
- Robbery or extortion
- Assault or battery on a school employee

Category III Expulsions – Discretionary Expulsion Recommendation

In the discretion of the CEO/Principal or his/her designee, any act that warrants suspension may warrant expulsion. Additionally, a student may be expelled for misconduct that is not listed above if

the acts disrupt and/or present ongoing health and/or safety concerns, or the student has repeatedly engaged in the misconduct.

D. Procedures to Expel a Student

Step One

The CEO/Principal] investigates the incident and determines whether the offense results in a suspension. If so, the CEO/Principal follows the procedures to suspend the student as outlined above.

Step Two

In the discretion of the CEO/Principal, a student's suspension may be extended pending expulsion. If such extended suspension exceeds 10 days, and for any suspension exceeding 10 days, the following procedures must be followed: 1) The Executive Director shall provide timely, written notice of the charges against the student and an explanation of the student's basic rights; 2) The School will provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the student has a fair opportunity to present testimony, evidence and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel. At this hearing, it will be determined whether the presence of the student at the School would cause a danger to persons or property or a threat of disrupting the instructional process.

If the proposed extended suspension is under 10 days, a meeting is held within 5 school days of the student's suspension to extend the suspension. The student and his/her parent/guardian are invited to attend this meeting with the CEO/Principal or his/her designee. The suspended student's teacher may also be present.

At this meeting, the offense and the repercussions are discussed. An extension of the suspension may be granted only if the CEO/Principal or his/her designee has determined, after the meeting, that the presence of the student at the School would cause a danger to persons or property or a threat of disrupting the instructional process. If the student has committed an offense that requires a mandatory expulsion recommendation, this is discussed so that all parties understand it. The purpose of the meeting is to decide upon the extension of the suspension order and may be held in conjunction with the initial meeting with the parents after the suspension.

Step Three

The School shall send a letter to the student and parent/guardian regarding the expulsion hearing. The expulsion hearing shall be held no later than 30 school days of the date that expulsion is recommended, unless the student or his/her parent/guardian requests a brief extension.

The letter shall be sent via certified mail to the student and his/her parent/guardian to the address reflected in the pupil's student file at least 10 calendar days before the date of the hearing. The letter shall notify the student and parent/guardian when and where the expulsion hearing will take place and the rights of the student with respect to the hearing, including:

- The date and place of the expulsion hearing;
- A statement of the facts, charges and offenses upon which the proposed expulsion is based;

- A copy of the School's disciplinary rules relating to the alleged violation;
- Notification of the student's or parent/guardian's obligation to provide information about the student's status at the School to any other school district or school to which the student seeks enrollment;
- The opportunity for the student or the student's parent/guardian to appear in person and/or to employ and be represented by counsel or an advocate;
- The right to inspect and obtain copies of all documents to be used at the hearing;
- The opportunity to confront and question witnesses who testify at the hearing. *[If the revelation of the name of a student witness or requiring that the student testify could subject the student to risk, statements and reports of such students may be relied on in lieu of live testimony and student's names does not have to be revealed.]*
- The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witness testimony.

Step Four

The CEO/Principal shall maintain documents that may be used at the hearing and make them available for review by the student and/or his/her parent/guardian. These papers may include, but are not limited to, the following: A record of the student's attendance and grades, a record of previous infractions, a statement of the facts surrounding the case made by a school personnel; a statement of the facts surrounding the case made by a witness, a law enforcement agency's report and any other relevant matter.

Step Five

An expulsion hearing shall be held before Iftin discipline committee. A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and a complete written transcription of the proceedings can be made.

While the technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by Iftin discipline committee to expel must be supported by substantial evidence that the student committed an expellable offense.

Findings of fact shall be based solely on evidence produced at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay evidence, although sworn declarations may be admitted as testimony from witnesses who are determined by the Iftin discipline committee that disclosure of their identity or live testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

Step Six

The decision of the Iftin discipline committee shall be in the form of a written recommendation, with findings of fact, to the Board of Directors who will make a final determination regarding the expulsion. The final decision by the Iftin discipline committee shall be made within 10 days following the conclusion of the hearing, or within 40 school days after the date of the pupil's removal from the School for the incident for which the recommendation for expulsion is made. If the Iftin discipline committee decides not to recommend expulsion, the pupil shall be reinstated and permitted to return to classroom programs. The decision not to recommend expulsion shall be final.

Step Seven

The CEO/Principal, or designee, following a decision of the Board of Directors to expel a student, shall send written notice of the decision to expel, including the Iftin discipline committee's findings of fact, to the student or parent/guardian. The notice shall include the following:

- Notice of the specific offense committed by the student;
- Notice of the right to appeal the expulsion to the County Board Of Education. If that Board does not hear such appeals, the student may submit a written objection and request for reconsideration to the school's Board of Directors within 10 days. Decisions of the Board of Directors shall be final.
- Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status within the charter school

Within 30 days of the decision to expel, the CEO/Principal shall send written notice of the decision to expel to the student's district of residence, the County Office of Education. This notice shall include the student's name and the specific expellable offense committed by the student.

Step Eight

Expelled students are responsible for seeking alternative education programs, including but not limited to, programs within the County or their school district of residence.

Step Nine

The school shall maintain records of all student suspensions and expulsions at the school site. Such records shall be made available for San Diego County Office Education's review upon request.

Students who are expelled from the charter school shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors, or its designee, at the time of the expulsion order, which may include, but is not limited to, a periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the school for readmission.

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board of Directors or CEO/Principal or its designee following a meeting with the CEO/Principal and the pupil and parent/guardian to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a

threat to others or will be disruptive to the school environment. The CEO/Principal shall make a recommendation to the Board of Directors following the meeting regarding his/her determination. The pupil's readmission is also contingent upon the school's capacity and any other admission requirements in effect at the time the student seeks admission or readmission.

Adopted:

Amended:

(A)

**IFTIN CHARTER SCHOOL
BOARD MEMBER STIPEND POLICY**

The Board of Directors (“Board”) of Iftin Charter School (“Iftin”) hereby adopts this policy regarding Board member stipends pursuant to Corporations Code section 5235 and the Iftin Bylaws.

Consistent with the amount in Education code section 35120 for a school district of similar size in terms of average daily attendance, each member of the Board who attends meetings held may receive as compensation for the member’s services a stipend not to exceed one hundred twenty dollars (\$120) in any month. The Board has determined such stipend is just and reasonable to Iftin.

A Board member may be paid for any meeting when absent if the Board, by resolution duly adopted and included in its minutes, finds that at the time of the meeting the member is performing services outside the meeting for Iftin, the member was ill or on jury duty, or the absence was due to a hardship considered acceptable by the Board.

On an annual basis, the Board may increase the stipend of individual Board members beyond the limit delineated herein, in an amount not to exceed 5 percent (5%) based on the present monthly rate of the stipend. An increase made pursuant to this Policy shall be effective upon approval by the Board.

(B)

**IFTIN CHARTER SCHOOL
BOARD MEMBER STIPEND POLICY**

Directors may not receive compensation for their services as directors or officers, only such reimbursement of expenses as the Board of Directors may establish by resolution to be just and reasonable as to the corporation at the time that the resolution is adopted.

CalPERS ID:

**EMPLOYER RESOLUTION
TAX DEFERRED DEDUCTION PLAN
FOR SERVICE CREDIT PURCHASES**

WHEREAS, the Board of Administration of the California Public Employees' Retirement System (CalPERS) at the April 1996 meeting approved a Tax-Deferred payroll deduction plan for service credit purchases under Internal Revenue Code (IRC) section 414(h)(2); and

WHEREAS, the Iftin Charter School has the authority to implement the provisions of IRC section 414(h)(2) and has determined that even though implementation is not required by law, the tax benefit offered by this section should be provided to those employees who are members of CalPERS; and

WHEREAS, the Iftin Charter School elects to participate in the Tax-Deferred payroll deduction plan for all employees in the following CalPERS employee groups or classifications (i.e., miscellaneous, safety, police, fire, etc.):

Enter Membership Group(s) or Classification(s) Here

NOW, THEREFORE, BE IT RESOLVED:

- I. That the Iftin Charter School will implement the provisions of IRC section 414(h)(2) by making employee contributions for service credit purchases pursuant to the California State Government Code on behalf of its employees who are members of CalPERS and who have made a binding irrevocable election to participate in the Tax-Deferred payroll deduction plan. "Employee contributions" shall mean those contributions reported to CalPERS which are deducted from the salary of employees and are credited to individual employee accounts for service credit purchases, thereby resulting in tax deferral of employee contributions.
- II. That the contributions made by the Iftin Charter School to CalPERS, although designated as employee contributions, are being paid by the Iftin Charter School in lieu of contributions by the employees who are members of CalPERS.
- III. That the employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the Iftin Charter School to CalPERS.
- IV. That the Iftin Charter School shall pay to CalPERS the contributions designated as employee contributions from the same source of funds as used in paying salary, thereby resulting in tax deferral of employee contributions.
- V. That the effective date for commencement of the Tax-Deferred payroll deduction plan cannot be any earlier than the date the completed resolution is received and approved by CalPERS.

VI. That the governing body of the Iftin Charter School shall participate in and adhere to requirements and restrictions of the Tax-Deferred payroll deduction plan by reporting Tax-Deferred payroll deductions when authorized by CalPERS for those employees of the above stated employee groups or classifications who have elected to participate in this plan.

PASSED AND ADOPTED by the governing body of the Iftin Charter School
this Day of Month (e.g. 1st, 2nd, 3rd...) day of Month, Year.

BY _____

(Signature of Official)

(Title of Official)

**RESOLUTION TO TAX DEFER MEMBER PAID CONTRIBUTIONS – IRC 414(h)(2)
EMPLOYER PICK-UP**

WHEREAS, the governing body of the (Name of Agency) has the authority to implement the provisions of section 414(h)(2) of the Internal Revenue Code (IRC); and

WHEREAS, the (Name of Agency) has determined that even though the implementation of the provisions of section 414(h)(2) IRC is not required by law, the tax benefit offered by section 414(h)(2) IRC should be provided to (All Employees, or All Employees In A Recognized Group or Class of Employment) who are members of the California Public Employees' Retirement System:

NOW, THEREFORE, BE IT RESOLVED:

- I. That the (Name of Agency) will implement the provisions of section 414(h)(2) Internal Revenue Code by making employee contributions pursuant to California Government Code Section 20691 to the California Public Employees' Retirement System on behalf of all its employees or all its employees in a recognized group or class of employment who are members of the California Public Employees Retirement System. "Employee contributions" shall mean those contributions to the Public Employees' Retirement System which are deducted from the salary of employees and are credited to individual employee's accounts pursuant to California Government Code section 20691.
- II. That the contributions made by the (Name of Agency) to the California Public Employees' Retirement System, although designated as employee contributions, are being paid by the (Name of Agency) in lieu of contributions by the employees who are members of the California Public Employees' Retirement System.
- III. That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the (Name of Agency) to the California Public Employees' Retirement System.
- IV. That the (Name of Agency) shall pay to the California Public Employees' Retirement System the contributions designated as employee contributions from the same source of funds as used in paying salary.
- V. That the amount of the contributions designated as employee contributions and paid by the (Name of Agency) to the California Public Employees' Retirement System on behalf of an employee shall be the entire contribution required of the employee by the California Public Employees' Retirement Law (California Government Code Sections 20000, et seq.).
- VI. That the contributions designated as employee contributions made by (Name of Agency) to the California Public Employees' Retirement System shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by the California Public Employees' Retirement System.

PASSED AND ADOPTED by the governing body of the _____ (Name of Agency)

_____ this day of _____ (Date), _____ (Year).

BY

(Signature of Official)

(Title of Official)

RETURN ADDRESS:

FOR CALPERS USE ONLY

RESOLUTION TO TAX DEFER MEMBER PAID CONTRIBUTIONS - IRC 414(h)(2)

Approved by: _____

Title: _____

Iftin Charter School

Subject: Comprehensive Local Plan for SPED

Policy #0000-2

Policy:

The Governing Board desires to provide a high-quality education for all students, including those with disabilities. The Board recognizes that all individuals with disabilities have the right to receive a free and appropriate public education.

The school shall provide special education instruction and services for individuals with exceptional needs in accordance with the federal Individuals with Disabilities Education Act.

Modifications and/or special services and aids shall also be provided as needed for students who are eligible for services under Section 504 of the federal Rehabilitation Act of 1973, the Americans with Disabilities Act and related federal regulations.

In order to meet the needs of individuals with disabilities and employ staff with adequate expertise for this purpose, the school participates as a member of the Special Education Local Plan Area (SELPA).

The Director shall extend the school's full cooperation to the SELPA. The policies and procedures of the SELPA shall be applied as policies and regulations of this school, with the exception of those that apply to complaints, unless the local plan specifically authorizes the school to operate under its own policies and regulations.

In accordance with selection procedures described in the SELPA plan, the Board shall appoint school representatives to the SELPA's community advisory committee. This committee shall make suggestions for the development, amendment and review of the local plan, recommend annual priorities, promote parent/guardian and community involvement, assist in parent/guardian education, and support activities on behalf of individuals with exceptional needs.

Information shall be provided concerning the number of individuals with exceptional needs who are being provided special education and related services. This information may be included as part of the SELPA plan.

First Reading:

Second Reading:

Adopted:

Policy:

The Governing Board recognizes the right of citizens to have access to public records of the school. The Board intends the school to provide any person reasonable access to the public records of the schools and school during normal business hours and within the requirements of state and federal law. Such records shall be examined in the presence of the staff member regularly responsible for their maintenance.

The school may charge for copies of public records or other materials requested by individuals or groups. The charge shall be based on actual costs of duplication, as determined by the Director or designee and as specified in procedures.

Public access shall not be given to records listed as exempt from public disclosure in the California Public Records Act or other statutes.

Procedure:

Records Open to the Public

Public records include any writing containing information relating to the conduct of the school's business prepared, owned, used, or retained by the school regardless of physical form or characteristics.

A member of the public includes any person, except a member, agent, officer, or employee of the school acting within the scope of his/her office or employment. Governing Board members are entitled to access to public records permitted by law in the administration of their duties, and, as to other public records, on the same basis as any other person.

Records to which the public shall have access include but are not limited to:

1. The proposed and approved budgets
2. Statistical compilations
3. Reports and memoranda
4. Notices and bulletins
5. Minutes of public meetings
6. Meeting agendas

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7. Official communications between governmental branches
8. School-based program plans
9. Information and data relevant to the evaluation and modification of school improvement plans
10. Initial proposals of exclusive employee representatives and of the school
11. Tort claims filed against the school and records pertaining to pending litigation which predate the filing of the litigation, unless protected by some other provision of law
12. Statements of economic interests required by the Conflict of Interest Code
13. Contracts of employment and settlement agreements

Confidential Records

Records to which the general public shall not have access include but are not limited to:

1. Preliminary drafts, notes, inter-school, or intra-school memoranda which are not retained by the school in the ordinary course of business, provided that the public interest in withholding these records clearly outweighs the public interest in disclosure
2. Records specifically prepared for litigation to which the school is a party or to claims made pursuant to the Tort Claims Act, until the pending litigation or claim has been finally adjudicated or otherwise settled, unless the records are protected by some other provision of law
3. Personnel records, medical records, student records, personal correspondence, or similar materials, the disclosure of which would constitute an unwarranted invasion of personal privacy

The home addresses and home telephone numbers of employees may be disclosed only as follows:

- a. To an agent or a family member of the individual to whom the information pertains
- b. To an officer or employee of a state agency or another school or county office of education when necessary for the performance of official duties
- c. To an employee organization pursuant to regulations and decisions of the Public Employment Relations Board, unless the employee performs law enforcement-related functions or requests in writing that the information not be disclosed
- d. To an agent or employee of a health benefit plan providing health services or administering claims for health services to school employees and their enrolled dependents, for

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the purpose of providing the health services or administering claims for employees and their enrolled dependents

4. Test questions, scoring keys, and other examination data except as provided by law
5. Without affecting the law of eminent domain, the contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the school relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained
6. Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in unfair competitive disadvantage to the person supplying the information
7. Library circulation records kept for the purpose of identifying the borrower of items available in the library
8. Records for which the disclosure is exempted or prohibited pursuant to state or federal law, including, but not limited to, provisions of the Evidence Code relating to privilege
9. The minutes of Board meetings held in closed session
10. Computer software developed by the school
11. Written instructional textbooks or other materials for which providing a copy would infringe a copyright or would constitute an unreasonable burden on the operation of the school
12. Any other records listed as exempt from public disclosure in the California Public Records Act or other statutes

Inspection of Records and Requests for Copies

Public records are open to inspection at all times during school office hours. Any reasonably segregable portion of a record shall be made available for inspection by any person requesting the record after deletion of the portions that are exempted by law.

Within 10 days of receiving any request for a copy of records, the Director shall determine whether to comply with the request and shall immediately inform the person making the request of his/her determination and the reasons for it.

In unusual circumstances, the Director may extend the 10-day limit for up to 14 days by providing written notice to the requester and setting forth the reasons for the extension and the date on which a determination is expected to be made. Unusual circumstances include, but only to the extent reasonably necessary to properly process the request:

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1. The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request
2. The need to search for, collect and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request
3. The need for consultation, which shall be conducted with all practicable speed, with another agency having a substantial interest in the determination of the request or among two or more components of the school having substantial subject matter interest therein

Any person may request a copy of any school record open to the public and not exempt from disclosure. Upon request for a copy that reasonably describes an identifiable record; an exact copy shall be promptly provided unless it is impracticable to do so.

The Director shall charge an amount for copies that reflects the direct costs of duplication. Requests to waive the fee shall be submitted to the Board.

Computer data shall be provided in a form determined by the Director.

Provisions of the Public Record Act shall not be construed so as to delay access for purposes of inspecting records open to the public. Any notification denying a request for public records shall state the name and title of each person responsible for the denial.

First Reading:

Second Reading:

Adopted:

Policy:

The Governing Board recognizes that parents/guardians may wish to organize clubs for the purpose of supporting the educational program and/or extracurricular programs such as athletic teams, debate teams, and musical groups. The Board supports such activities and welcomes parental interest and participation. Parent/guardian clubs shall be especially careful not to seek advantages for the activities they support if those advantages might be detrimental to the entire school program.

The Board requires parent/guardian clubs to have a written statement of purpose and bylaws. The Board recognizes that these organizations are independent of the school.

In order to protect the school and students, the Director shall establish appropriate controls for the relationship between such organizations and the school.

Groups desiring to be recognized as school-connected organizations shall request authorization from the Board in accordance with conditions established in policy.

Procedure:

Requests for authorization as a school-connected organization shall contain:

1. The name of the organization.
2. The date of application.
3. Membership quotas or qualifications.
4. The names, addresses and phone numbers of all officers.
5. A brief description of the organization's purpose.
6. A list of specific annual objectives.
7. The name of the bank where the group's account will be located and the names of those authorized to withdraw funds.
8. The signature of a Director.
9. Desired use for any money remaining at the end of the year if the organization is not continued or authorized to continue in the future.

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10. Evidence of liability insurance as required by law.

Authorizations shall be automatically renewed each year. The Director may recommend that authorizations be revoked by the Board if considered necessary.

Any program, fund-raiser, or other activity sponsored by parent/guardian clubs shall be authorized and conducted according to Board policy, procedures, and school rules. Announcements of events and related parent/guardian permission slips shall clearly indicate that the activity or event is sponsored by the parent/guardian organization, not by the school.

Parent/guardian clubs shall not hire School employees without prior approval from the Director.

School-connected organizations shall present the Director an annual financial statement showing all expenditures and all income from fund-raisers. School-connected organizations automatically grant the School the right to audit their financial records at any time, either by School personnel or by a CPA.

First Reading:

Second Reading:

Adopted:

Iftin Charter School

Subject: School Web Sites

Policy #1000-12

Policy:

To enhance communication with students, parents/guardians, staff, community members and the public at large, the Governing Board encourages the development and ongoing maintenance of school web sites on the Internet. Web sites shall support the educational vision of the school and shall be consistent with the school's plans for communications and media relations.

The Director shall develop guidelines regarding the content of school and school web sites that shall include standards for the ethical and responsible use of information and technology. These guidelines shall be consistent with law, Board policy, and procedure.

School web sites shall not include content which is obscene, libelous or slanderous, or which creates a clear and present danger of inciting students to commit unlawful acts on school premises, violate school rules, or substantially disrupt the school's orderly operation.

Any links to external sites shall follow the same guidelines applicable school web sites.

The Director shall ensure that copyright laws are not violated in the use of material on school or school web sites.

Content

The Director shall ensure that web site content protects the privacy rights of students, parents/guardians, staff, Board members, and other individuals.

No personal information about students or their parents/guardians, including phone numbers, home addresses or e-mail addresses, shall be published on a school web page. Student directory information shall not be published if parents/guardians have requested that it be withheld.

Photographs of students shall be used only with written permission from the students' parents/guardians.

Home addresses or telephone numbers of staff members shall not be posted.

School web sites shall not post the home address or telephone number of any elected or appointed official without the prior written permission of that individual.

The Director may establish standards for the design of school web sites in order to maintain a consistent identity, professional appearance, and ease of use.

Staff and students may submit materials for web site publication to the school or school webmaster that shall ensure that the content adheres to school guidelines and policies.

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Procedure:

Content

School web sites shall provide current and useful information regarding school programs, activities, and operations. Such information shall be appropriate for both internal and external audiences.

The content of web sites may include, but not be limited to, school or school news, school mission and goals, agendas and minutes of Governing Board meetings, policy information, messages from the Board or administrators, information about curriculum and instruction, school calendars, student projects, school clubs and activities, transportation schedules, school map, school handbook, parent conferences, educational resources, links to other educational sites, and contacts for further information.

The Director shall make the information contained in the School Accountability Report Card accessible on the Internet and shall ensure that such information is updated annually.

Student work may be published on a web site provided that both the student and his/her parent/guardian provide written permission or the work is part of an existing publication such as a newspaper or school newsletter.

Students, staff, or other individuals may not use school or school web sites to provide access to their personal web pages or online services.

If any copyrighted material is posted on a school or school web site, the web site shall include a notice crediting the original producer of the material and noting how and when permission to reprint the material was granted.

Roles and Responsibilities

The school webmaster shall be responsible for the content and publication of the school web site upon approval of the Director. He/she shall review all content before publication, upload content to the school web server, regularly check links for accuracy and appropriateness, keep the web server free of outdated or unused files, and provide technical assistance as needed to school webmasters.

The school webmaster shall perform similar duties related to the content and maintenance of the school's web site upon approval of the director. School webmaster shall notify the Director regarding the creating and updating of a school web site.

Security

The web site host computer shall have security procedures that prohibit unauthorized persons from accessing system-level controls or making changes to web site content. To the extent possible, the host computer shall be in a lockable room with restricted access.

First Reading:

Second Reading:

Adopted:

Iftin Charter School

Subject: Uniform Complaint Procedures

Policy #1000-13

Iftin Charter School
5465 El Cajon Blvd.
San Diego, CA 92115
619-265-2411
www.iftincharter.net

Adopted by our Governing Board on July 30, 2020

Uniform Complaint Procedures (UCP)

This document contains rules and instructions about the filing, investigation and resolution of a Uniform Complaint Procedures (UCP) complaint regarding an alleged violation by Iftin Charter School of federal or state laws or regulations governing educational programs, including non-compliance with laws relating to pupil fees and our **Local Control and Accountability Plan (LCAP)**.

This document presents information about how we process UCP complaints concerning particular programs or activities that are subject to the UCP.

A UCP complaint is a written and signed statement by a complainant alleging a violation of federal or state laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation, bullying or charging pupil fees for participation in an educational activity or non-compliance with the requirements of our LCAP.

A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including allegations of unlawful discrimination, harassment, intimidation, bullying and non-compliance with laws relating to pupil fees or non-compliance with the requirements of our LCAP.

If the complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

The Responsibilities of *Iftin Charter School*:

We shall have the primary responsibility to ensure compliance with applicable state and federal laws and regulations.

We shall investigate and seek to resolve, in accordance with our UCP process, any complaints alleging failure to comply with applicable state and federal laws and regulations including, but not limited to, allegations of discrimination, harassment, intimidation, or bullying or noncompliance with laws relating to all programs and activities implemented by Iftin Charter School that are subject to the UCP.

Iftin Charter School developed the Uniform Complaint Procedures (UCP) process with policies and procedures adopted by our governing board or authorized designee.

According to state and federal codes and regulations, the programs and activities subject to the UCP are:

- Accommodations for Pregnant and Parenting Pupils
- Adult Education
- After School Education and Safety

Iftin Charter School

- Agricultural Career Technical Education
- Career Technical Education (Federal)
- Child Care and Development
- Compensatory Education
- Consolidated Application
- Course Periods without Educational Content
- Education Of Pupils In Foster Care, Pupils Who Are Homeless, Former Juvenile Court Pupils Now Enrolled In A School District, and Pupils Of Military Families
- Every Student Succeeds Act
- Local Control and Accountability Plans (LCAP)
- Migrant Education
- Physical Education Instructional Minutes
- Pupil Fees
- Reasonable Accommodations to a Lactating Pupil
- Regional Occupational Centers and Programs
- School Plans For Student Achievement
- School Safety Plans
- Schoolsite Councils
- State Preschool
- State Preschool Health And Safety Issues In LEAs Exempt From Licensing

The programs and activities subject to the UCP in which Iftin Charter school implements are:

- After School Education and Safety
- Compensatory Education
- Course Periods without Educational Content
- Education of Pupils in Foster Care, Pupils who are Homeless, former Juvenile Court Pupils now enrolled in a school district and Children of Military Families
- Every Student Succeeds Act
- Local Control and Accountability Plans (LCAP)
- Pupil Fees
- Physical Education Instructional Minutes
- School Plans for Student Achievement
- School Safety Plans
- Schoolsite Councils

The following complaints shall be referred to other agencies for appropriate resolution and are not subject to our UCP process set forth in this document unless these procedures are made applicable by separate interagency agreements:

- Iftin Charter School is located on property owned by the San Diego Unified School District (District) property pursuant to a facilities use permit agreement. Complaints regarding facilities may be referred to the District, where appropriate.
- Allegations of child abuse shall be referred to County Department of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.
- Health and safety complaints regarding a Child Development Program shall be referred to the Department of Social Services for licensed facilities, and to the appropriate Child Development regional administrator for licensing-exempt facilities.
- Employment discrimination, harassment, intimidation or bullying complaints shall be sent to the State Department of Fair Employment and Housing (DFEH).
- Allegations of fraud shall be referred to the Legal, Audits and Compliance Branch in the California Department of Education (CDE).

Iftin Charter School

Pupil Fees

A pupil fee is a fee, deposit, or other charge imposed on pupils, or a pupil's parents or guardians, in violation of state codes and constitutional provisions which require educational activities to be provided free of charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers. Educational activities are those offered by a school, school district, charter school, or county office of education that constitute a fundamental part of education, including, but not limited to, curricular and extracurricular activities. A pupil fee includes, but is not limited to, all of the following:

- A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
- A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
- A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

The Local Control Accountability Plan

The LCAP is an important component of the Local Control Funding Formula (LCFF), the revised school finance system that overhauled how California funds its K-12 schools. Under the LCFF we are required to prepare an LCAP, which describes how we intend to meet annual goals for our pupils, with specific activities to address state and local priorities identified pursuant to California Education Code (EC) Section 52060(d).

The UCP Annual Notice

We ensure annual dissemination of a written notice of our complaint procedures to all students, employees, parents or guardians of its students, school and district advisory committee members, appropriate private school officials or representatives, and other interested parties that includes information regarding allegations about discrimination, harassment, intimidation, or bullying.

Our UCP Annual Notice shall also include information regarding the requirements of *EC* Section 49010 through 49013 relating to pupil fees and information regarding the requirements of *EC* Section 52075 relating to the LCAP.

Our UCP Annual Notice shall be in English and in the primary language, pursuant to section 48985 of the Education Code, or mode of communication of the recipient of the notice.

Filing UCP Complaints

When Filing Pupil Fees UCP Complaints

A pupil fees complaint may be filed with the principal of a school or our superintendent or his or her designee.

A pupil fees complaint and/or an LCAP complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

A pupil fees complaint shall be filed no later than one year from the date the alleged violation occurred.

When Filing All UCP Complaints

We will provide an opportunity for complainants and/or representatives to present evidence or information.

Iftin Charter School

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.

Refusal by Iftin Charter School to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

The complaint will be investigated and a written report will be issued to the complainant by us within 60 calendar days from the date of the receipt of the complaint, unless the complainant agrees in writing to an extension of time.

This report will contain the following elements:

1. The findings of fact based on the evidence gathered.
2. Conclusion of law.
3. Disposition of the complaint.
4. The rationale for such a disposition.
5. Corrective actions, if any are warranted.
6. Notice of the complainant's right to appeal our Decision to the CDE.

UCP Complaint Investigation

The staff member, position, or unit responsible to receive and investigate UCP complaints and ensure our compliance in our agency is

Maslah Yussuf/ CEO
Iftin Charter School
5465 El Cajon Blvd.
San Diego, CA 92115
619-265-2411
yussuf@iftincharter.net

The staff member, position, or unit responsible to receive and investigate UCP complaints and ensure our compliance in our agency is knowledgeable about the laws and programs assigned to investigate.

Iftin Charter School will investigate all allegations of unlawful discrimination, harassment, intimidation or bullying against any protected group as identified in *EC* Section 200 and 220 and Government Code (*GC*) Section section 11135, including any actual or perceived characteristics as set forth in Penal Code (*PC*) Section 422.55 or on the basis or a person's association with a person or group with one or more of these actual or perceived characteristics in any program or activity we conduct, which is funded directly by, or that receives or benefits from any state financial assistance.

Unlawful discrimination, harassment, intimidation or bullying complaints shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

In compliance with California Code of Regulations, Title 5, section 4630(b)(3), the investigation of discrimination, harassment, intimidation, or bullying complaint shall be conducted in a manner that protects the confidentiality of the parties and maintains the integrity of the process and ensures complainants are protected from retaliation.

Iftin Charter School

We advise complainants of the right to pursue civil law remedies under state or federal discrimination, harassment, intimidation or bullying laws.

UCP Complaint Resolution

If *Iftin Charter School* finds merit in a complaint regarding Pupil Fees; Local Control and Accountability Plan (LCAP); and/or Physical Education Instructional Minutes (grades one through eight), the remedy shall go to all affected pupils and parents/guardians.

If we find merit in a complaint regarding Course Periods without Educational Content ; and/or Education of Pupils in Foster Care, Pupils who are Homeless, former Juvenile Court Pupils now enrolled in a school district, and pupils in military families, the public school or LEA shall provide a remedy to the affected pupil.

We ensure an attempt shall be made in good faith to engage in reasonable efforts to identify and fully reimburse all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint.

UCP Complaint Appeal Process

An appeal is a request made in writing to a level higher than the original reviewing level by an aggrieved party requesting reconsideration or a reinvestigation of the lower adjudicating body's decision.

A complainant may appeal our UCP complaint report to the State Superintendent of Public Instruction or his or her designee at the CDE (here and after known as SSPI) regarding all specified federal and state educational programs subject to the UCP.

To appeal our UCP complaint report the complainant must file a written appeal within 15 calendar days of receiving our UCP complaint report.

However, to appeal our UCP complaint report regarding complaints about State Preschool Health and Safety Issues in LEAs Exempt from Licensing the complainant must file a written appeal within 30 calendar days of receiving the LEA's decision.

This appeal to the CDE must fully explain the basis for the appeal, stating how the facts of our Decision are incorrect and/or the law is misapplied.

In addition the appeal shall be sent to CDE with:

1. A copy of the original locally filed complaint; and
2. A copy of our Decision of this original locally filed complaint.

Federal and State Laws Cited:

20 *United States Code* [20 U.S.C.] section 6301 et seq.

34 *Code of Federal Regulations* [34 CFR] sections 299.11.

5 *California Code of Regulations* [5 CCR] sections 4621[a], 4632, 4633.

California Education Code [EC] sections 200, 220, 222, 234.1-234.5, 262.3, 8200 – 8498, 8500 – 8538, 32280 – 32289, 33315, 33380 – 33384, 35186, 46015, 47606.5, 47607.3, 48645.5, 48645.7, 48853, 48853.5, 48985, 49069.5, 49010 – 49013, 51210, 51222, 51223, 51225.1, 51225.2, 51226–51226.1, 51228.1 – 51228.3, 52059, 52060 – 52075, 52300 – 52462, 52500 – 52617, 54440 – 54445, 64000, 64001, 65000.

California Government Code [GC] sections 11135, 17581.6[f].

California Health and Safety Code [HSC] section 1596.7925.

California Penal Code [PC] section 422.55.

California Welfare and Institutions Code [WIC] section 300.

Policy:

The Governing Board encourages parents/guardians and other members of the community to share their time, knowledge, and abilities with our students. Community volunteers in our schools enrich the educational program and strengthen our schools' relationships with homes, businesses, public agencies, and private institutions. The presence of volunteers in the classroom and on school grounds also enhances supervision of students and contributes to school safety.

The Director may authorize the use of volunteers and shall establish procedures to protect the safety of students and adults in accordance with laws related to tuberculosis testing, fingerprinting, and criminal records checks.

Volunteers shall act in accordance with school policies, procedures and school rules. At his/her discretion, a staff member who supervises volunteers may ask any volunteer who violates school rules to leave the campus. Staff members also may confer with the Director regarding any such volunteers. The Director shall be responsible for investigating and resolving complaints regarding volunteers.

The Board encourages volunteers to work on short-term projects to the extent that they enhance the classroom or school, meet a specific need, comply with established building and safety codes, do not significantly increase maintenance workloads, and comply with employee commitments and contracts.

The Board encourages staff to develop a means for recognizing the contributions of each school's volunteer.

First Reading:

Second Reading:

Adopted:

Iftin Charter School

Subject: Administration Leeway in Absence of Board

Policy #2000-1

Policy:

Through Governing Board policy, the Board tries to anticipate critical policy issues that may affect school students and operations. However, the Board recognizes that questions may arise in the day-to-day operations of the schools that are not addressed in Board policy or procedures. When resolution of such issues demands timely action, the Director shall have the authority to act on behalf of the school.

If the matter involves a policy decision that is likely to be controversial, or a matter that has a significant impact on student learning or safety, the Director shall notify the Board president as soon as practicable after its occurrence. The Board president shall then inform the Board as appropriate.

The Board president may schedule a review of the action at the next regular Board meeting.

If the action indicates the need for additions or revisions in Board policies, the Director or designee shall make the necessary recommendations to the Board.

First Reading:

Second Reading:

Adopted:

Iftin Charter School

Subject: Administration Staff Organization

Policy #2000-2

Policy:

The Director shall organize the administrative staff in a manner that best supports the educational program through efficient operations, effective communications, and direct assistance to schools.

The Director shall maintain a current school organization chart which designates lines of primary responsibility and the relationships between all district positions. Lines of responsibility shall in no way prevent staff members at all levels from collaborating, communicating, and cooperating to develop the best possible programs and provide efficient and effective services.

The Director may adjust staff responsibilities temporarily or permanently as needed to accommodate the workload and/or individual capabilities.

First Reading:

Second Reading:

Adopted:

Policy:

The Governing Board recognizes that the school administration performs essential roles and functions in support of student learning, including the provision of instructional support and services to schools as well as the responsible management of school resources and personnel.

The Board expects school administration to provide leadership in developing and implementing the school's vision and goals for the educational program and in evaluating and reporting on the school's progress toward that vision. School administration is expected to help shape the culture and environment of the school in a manner that instills confidence in school schools, encourages positive relationships with the community, and focuses school operations on enhancing student achievement.

The Director is the chief executive officer and educational leader of the school. As a member of the governance team, he/she shall advise and assist the Board in the exercise of its governance responsibilities.

The Director is granted the authority to make decisions concerning school operations within the parameters of law and Board policy. He/she shall be responsible for developing administrative structures and decision-making processes that allow the school to fulfill its responsibilities in an efficient and effective manner. The Director may delegate to other school staff any duties imposed upon him/her by the Board. This delegation shall not relieve the Director of responsibility for actions taken by his/her designees.

First Reading:

Second Reading:

Adopted:

Policy:

The Governing Board recognizes that it has a direct responsibility to select and employ the Director. Whenever it becomes necessary for the Board to fill a vacancy in the position of Director, the Board shall work diligently to employ a person whose management and leadership abilities are most closely aligned with school needs.

The Board shall establish and implement a search and selection process that includes consideration of:

1. The school's current and long-term needs, including a review of the school's vision and goals
2. The desired characteristics of a new Director, including professional experience, educational qualifications, leadership characteristics, philosophy of education, and other management, technical, interpersonal and conceptual skills, as well as the priorities the Board wants to place on different abilities, traits and levels of knowledge
3. The scope of the search, including whether to promote from within the school or broaden the search to include both internal and external candidates and, if external candidates will be considered, whether to conduct a statewide or nationwide search
4. The salary range and benefits to be offered
5. Whether to hire a professional adviser to facilitate the process
6. How and when to involve the community in certain phases of the selection process
7. The best methods for advertising the vacancy and recruiting qualified candidates
8. The process for screening applications and determining how the screener(s) will be selected
9. Interview questions, processes, and participants
10. How and when candidates' qualifications will be verified through reference checks
11. Other actions necessary to ensure a fair selection process and a smooth transition to new leadership

Even if a professional adviser is used to facilitate the process, the Board shall retain the right and responsibility to oversee the process and to review all applications if desired.

Iftin Charter School

The Board shall select candidates to be interviewed based on recommendations of the screener(s) and the Board's own assessment of how candidates meet the criteria established by the Board.

The Board shall interview preliminary and final candidates in closed session and determine the most likely match for the school.

Before offering the position to the selected candidate or making any announcements, Board members may visit that candidate's current place of employment, as appropriate, to obtain verification of his/her qualifications.

The Board shall deliberate in closed session to affirm the selection of the candidate and report out the selection in open session.

The Board shall conduct these proceedings in accordance with legal and ethical obligations regarding confidentiality and equal opportunity.

As necessary, the Board may appoint an interim Director to manage the school during the selection process.

First Reading:

Second Reading:

Adopted:

Policy:

The Governing Board desires to set clear expectations of the Director's responsibilities and duties in order to establish a productive working relationship with the Director, ensure that the work of the Director is focused on achievement of the school's vision and goals, and provide a fair basis for holding the Director accountable. The responsibilities are detailed in law, Board policy, and the Director's contract.

As the chief executive officer of the school, the Director shall implement all Board decisions and manage the schools in accordance with law and Board policies. The Director has responsibilities related to students and the instructional program, personnel, non-instructional operations, and the community. The Director also serves as a member of the school's governance team and has responsibilities to support Board operations and decision making.

The Director may delegate any of his/her responsibilities and duties to other school staff but remains accountable to the Board for all areas of operation under the Director's authority.

First Reading:

Second Reading:

Adopted:

Iftin Charter School

Subject: Director's Contract

Policy #2000-6

Policy:

In approving employment contracts with the Director, the Governing Board wishes to encourage the Director's long-term commitment to the school and community while carefully considering the financial and legal implications of the contract in order to protect the school from any potentially adverse obligations.

The Board shall designate a representative to negotiate with the Director on its behalf and shall consult legal counsel to draft the contract document.

The Board shall deliberate in closed session about the terms of the contract.

Terms of the contract shall remain confidential until the ratification process commences.

The Board shall ratify the Director's contract in an open meeting, which shall be reflected in the Board's minutes. Copies of the contract shall be available to the public upon request.

The contract shall include, but not necessarily be limited to, the term of the contract, conditions for termination of the contract, salary, benefits, and commitment to an annual evaluation. The contract should also include general responsibilities and duties of the Director.

The Director's contract shall include a provision specifying the maximum cash settlement, within limits established by law that the Director may receive upon termination of the contract.

The term of the contract shall be for no more than four years.

At the end of the term, the Board may reemploy the Director on those terms and conditions mutually agreed upon by the Board and Director.

The Director's contract shall be extended only by Board action and subsequent to a satisfactory evaluation of the Director's performance.

In the event that the Board determines not to reemploy the Director, the Board shall provide written notice to the Director at least 45 days in advance of the expiration of the term of the contract.

First Reading:

Second Reading:

Adopted:

Policy:

The Governing Board recognizes that effective school governance requires strong collaboration and teamwork with the Director. Because the Board and Director each have their unique roles and responsibilities, both contribute to the responsible governance of the school and the quality of education provided to the community's students.

The Director is expected to hold himself/herself to the highest standards of ethical conduct and professionalism.

To support the Board in the governance of the school, the Director:

1. Promotes the success of all students and supports the efforts of the Board to keep the school focused on learning and achievement
2. Values, advocates and supports public education and all stakeholders
3. Recognizes and respects the differences of perspective and style on the Board and among staff, students, parents/guardians and the community - and ensures that the diverse range of views inform Board decisions
4. Acts with dignity, treats everyone with civility and respect, and understands the implications of demeanor and behavior
5. Serves as a model for the value of lifelong learning and supports the Board's continuous professional development
6. Works with the Board as a "governance team" and assures collective responsibility for building a unity of purpose, communicating a common vision and creating a positive organizational culture
7. Recognizes that the Board/Director governance relationship is supported by the management team in the school
8. Understands the distinctions between Board and staff roles, and respects the role of the Board as the representative of the community
9. Understands that authority rests with the Board as a whole; provides guidance to the Board to assist in decision-making; and provides leadership based on the direction of the Board as a whole.

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10. Communicates openly with trust and integrity, including providing all members of the Board with equal access to information and recognizing the importance of both responsive and anticipatory communications

11. Accepts leadership responsibility and accountability for implementing the vision, goals and policies of the school

First Reading:

Second Reading:

Adopted:

Iftin Charter School

Subject: Evaluation of the Director

Policy #2000-8

Policy:

The Governing Board may annually conduct a formal evaluation of the Director's performance in order to assess his/her effectiveness in leading the school toward established goals and objectives. The Director and Board may establish an appropriate schedule for the annual evaluation process.

Evaluation criteria shall be based on school goals and objectives and agreed upon prior to the evaluation by the Board and Director. The evaluation shall provide commendations in areas of strength, provide recommendations for improving effectiveness, and serve as a basis for making decisions about salary increases and/or contract extension.

The Board and Director may annually consider what evaluation method(s) will best serve the school and agree on the specific written instrument to be used.

Prior to the evaluation, the Director shall prepare and distribute to the Board a progress report toward school goals, the Director's self-appraisal of accomplishments and performance, and a review of action taken to address any Board recommendations from the previous evaluation.

Each Board member shall independently evaluate the Director's performance. The Board shall examine all Board members' evaluations and reach a consensus on the evaluation. The Board president or designee shall then develop a single evaluation representing the Board's collective judgment and provide a copy to the Director.

The Board shall meet in closed session with the Director to discuss the evaluation.

The Director shall have an opportunity to ask questions, respond verbally and in writing to the evaluation, and present additional evidence of his/her performance or school progress.

The Director and Board president shall sign the evaluation as evidence that the evaluation has been discussed, and shall place the evaluation in the Director's personnel file.

After each evaluation has been completed, the Board shall meet in open session to give the Board and Director an opportunity to jointly identify priorities for the next year.

First Reading:

Second Reading:

Adopted:

Policy:

The Governing Board believes that broad input on school operations and policy from staff, parents/guardians, students, and members of the public can provide the school with a diversity of viewpoints and expertise, help build a sense of ownership of the schools, enhance school efficiency, and assist school communications. As desired, the Director may establish a management team, administrative councils, task forces, cabinets, or committees in accordance with law.

The membership, composition and responsibilities of these groups shall be defined by the Director or designee. The Director may establish, change or dissolve these groups at his/her discretion.

Groups established by the Director shall act in an advisory capacity unless specifically authorized to act on behalf of the Director. Advisory groups shall submit their recommendations to the Director, who may report the recommendations to the Board as appropriate.

Expenses incurred for consulting services, materials, travel, or other related operations shall be approved by the Director in advance.

First Reading:

Second Reading:

Adopted:

Policy:

The Governing Board recognizes that prudent financial decisions are crucial to the school's ability to provide a high-quality education for students. It is therefore essential that the Board establish reliable budget development processes and adopt a responsible budget with spending priorities which reflect the school's vision and goals. When needed, the Board shall advocate and seek community, state, or federal support for additional financing.

The Board expects sound fiscal management from the administration. The Director shall prepare the detailed annual budget and present it to the Board for review and adoption. He/she shall administer the adopted budget in accordance with Board policies and accepted business procedures.

The Board shall monitor financial operations so as to ensure the school's fiscal integrity. The Director shall make all required financial reports, recommend auditor(s) to the Board, recommend financial plans for meeting program needs, and keep the Board fully informed about the school's fiscal and non-instructional operations.

The Board shall make every effort to ensure that the school provides healthy school environments and maintains high standards of safety in the operation of facilities, equipment and services. The Director shall establish a risk management program that promotes safety and protects school resources.

First Reading:

Second Reading:

Adopted:

Iftin Charter School

Subject: Consultants

Policy #3000-5

Policy:

The Governing Board authorizes the use of consultants to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by school staff because of limitations of time, experience or knowledge. Individuals, firms, or organizations employed as consultants may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional, or other matters.

As part of the contract process, the Director shall determine, in accordance with Internal Revenue Service guidelines, that the consultant is properly classified as an independent contractor. School employees who perform extra-duty consultant services shall not be retained as independent contractors. They shall be considered employees for all purposes, even if the additional services are not related to their regular duties.

All consultant contracts shall be brought to the Board for approval.

All qualified firms or resource persons shall be accorded equal opportunity for consultant contracts regardless of race, creed, color, gender, national or ethnic origin, age, or disability.

Independent contractors applying for a consultant contract shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Director, depending on the range of duties to be performed by the consultant. The Director shall consider this statement when deciding whether to recommend the consultant's employment.

When employees of a public university, county office of education, or other public agency serve as consultant or resource persons for the school, they shall certify as part of the consultant agreement that they will not receive salary or remuneration other than vacation pay from any other public agency for the specific days when they work for this school.

First Reading:

Second Reading:

Adopted:

Policy:

The Governing Board believes that field trips and other travel opportunities for students are a valuable tool in supporting instruction and promoting students' awareness of places and events. In contracting with organizations to provide educational travel services, the Board desires to ensure a quality educational experience and the health, safety, and welfare of each student traveler.

The Director shall contract only with educational travel organizations that adhere to state law and exhibit safe and reputable business practices.

The Director shall establish procedures for selecting the highest quality vendor, taking into account student safety, quality of the program, and fiscal integrity.

Procedure:

Definitions

Educational travel organization or organization means a person, partnership, corporation, or other entity which offers educational travel programs for students residing in California.

Student traveler or student means a person who is enrolled in elementary or secondary school, grades kindergarten through grade 12, at the time an educational travel program is arranged with an educational travel organization.

Educational travel program means travel services that are arranged through or offered to an elementary or secondary school in the state, and where the services are represented to include an educational program as a component.

Owner means a person or organization which owns or controls 10 percent or more of the equity of, or otherwise has claim to 10 percent or more of the net income of, the educational travel organization

Director means an owner, an officer of a corporation, a general partner of a partnership, or a sole proprietor of a sole proprietorship.

Contract Requirements

The Director shall ensure that each written contract with an educational travel organization includes all of the following:

1. The travel organization's name, trade or business name, business address, business telephone number, and a 24-hour emergency contact number
2. An itemized statement which shall include but not be limited to:
 - a. Services to be provided as part of the program

Iftin Charter School

- b. Agreed cost for the services
 - c. A statement as to whether or not the educational travel organization maintains insurance that supplies coverage in the event of injury to any student traveler, including the type and amount of coverage, the policy number and issuer, and the name and telephone number of the person or organization which is able to verify coverage
 - d. Any additional costs to students
 - e. The qualifications, if any, for experience and training that are required to be met by the educational travel organization's staff who shall accompany students on the educational travel program
3. A written description of the educational program being contracted for, including a copy of all materials to be provided to students
 4. The number of times the educational travel program or a substantially similar educational travel program proposed by the contract has been conducted by the organization and the number of students who completed the program
 5. The length of time the organization has either been arranging or conducting educational travel programs and, at the option of the organization, other travel services with substantially similar components
 6. The name of each owner and Director of the organization
 7. A statement as to whether any owner or Director of the organization has had entered against him or her any judgment, including a stipulated judgment, order, made a plea of nolo contendere or been convicted of any criminal violation in connection with the sale of any travel services for a period of 10 years predating the contract

School staff shall inform all vendors representing educational travel organizations that they may not arrange a travel program before the school has first entered into a written contract with the organization.

First Reading:

Second Reading:

Adopted:

Iftin Charter School

Subject: Inventories

Policy #3000-15

Policy:

The Director shall maintain an inventory of all property. The following information must be recorded:

1. Name and description of the property
2. Name of titleholder
3. Serial number or other identification number
4. Cost of the property (a reasonable estimate may be used if original cost is unknown)
5. Acquisition date
6. Location of use
7. Any ultimate disposition data including the date and method of disposal and sale price
8. Source of the property (funding source)
9. Use and condition of property
10. Percentage of federal participation in the cost of the property

At least once every two years, a physical inventory shall be conducted and the results reconciled with the property records.

Each learning center shall maintain a copy of its inventory and provide a copy of this inventory to the school office. Copies of all school inventories shall be kept at the school office.

First Reading:

Second Reading:

Adopted:

Iftin Charter School

Subject: Petty Cash Funds

Policy #3000-18

Policy:

The purpose of a petty cash fund is to have cash available in the office of the Director for express charges, postage due, and other unforeseen small expenses which cannot conveniently be charged and handled in the usual manner.

1. The amount of cash funds at any school site shall not exceed \$50.
2. The Director or staff member in whose name the fund is created will be responsible for all expenditures made from it.
3. Each disbursement will be supported by a cash register tape, a sales slip, or other evidence of the expenditure. Such evidence will be summarized monthly or earlier if the fund needs replenishment.
4. The documents and the summary will be forwarded to the business office where a check will be issued to replenish the fund.
5. The amount on deposit plus receipts of disbursement must always equal the original amount of the fund.
6. Funds will be regularly audited by the business office.
7. Funds are subject to audit by the school's auditor.
8. Money left overnight in schools shall be kept in a safe or secured place.

First Reading:

Second Reading:

Adopted:

Policy:

School Revolving Fund

The Governing Board has established by resolution a revolving cash fund for use by the Director or designee in paying for goods, services and other charges determined by the Board, including supplemental payments required to correct any payroll errors.

The funds shall be deposited in a bank doing business locally, whose deposits are insured by FDIC. The Director shall be responsible for all payments into the account as well as expenditures from the account subject to the restrictions established by the Board.

The Board shall review and revise fund usage as appropriate.

Additional Revolving Funds

The Board also may, by resolution, establish revolving cash funds for use by staff members to pay for goods and services.

No funds maintained in a revolving fund shall be used in an attempt to influence government decisions, for entertainment purposes, or for any other purpose not related to classroom instruction.

The Board shall name the staff members who will have use and control of the funds. Staff so named shall be responsible for all payments into the accounts as well as expenditures from the accounts, subject to restrictions established by the Board.

The Board shall provide an audit of revolving funds on a regular basis.

First Reading:

Second Reading:

Adopted:

Policy:

The Governing Board believes that the personal life of an employee is not an appropriate concern of the school, except as it may directly prevent the employee from performing his/her duties or responsibilities.

An employee's religious or political activities, or the lack thereof, shall not be grounds for any discrimination or disciplinary action by the school, provided these activities do not violate Board policy, administrative regulations or local, state or federal laws.

Teachers shall have the right to refuse to submit to any evaluation or survey conducted by the school concerning personal values, attitudes and beliefs; sexual orientation; political affiliations or opinions; critical appraisals of other individuals with whom the teacher has a family relationship; or religious affiliations or beliefs.

Whistleblower Protection

All employees shall have the right to disclose improper governmental activities to a Board member, a school administrator, a member of the County Board of Education, County Director of Schools, or the Director of Public Instruction. An improper governmental activity is an activity by the school or a school employee that violates state or federal law, is economically wasteful, or involves gross misconduct, incompetency or inefficiency.

No employee shall use or attempt to use his/her official authority or influence to intimidate, threaten, coerce or command another employee for the purpose of interfering with that employee's right to disclose improper governmental activity.

An employee who has disclosed improper governmental activity and believes that he/she has subsequently been subjected to acts or attempted acts of reprisal shall file a written complaint in accordance with the school's complaint procedures. After filing a complaint with the school, he/she may also file a copy of the complaint with local law enforcement.

Rights in Legal Proceedings

Any employee has the right, if contacted by an attorney or the representative of a law firm not employed by the school about any claim, complaint, lawsuit or other legal proceeding against the school, to:

1. Speak to the attorney or the representative without fear of punishment in retaliation for such communication
2. Contact his/her supervisor before answering questions or responding in any way

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3. Refuse to speak to the attorney or representative
4. Notify the school that the attorney or representative has requested an interview
5. Consult with his/her own attorney or an attorney employed by the school or bargaining unit
6. Be represented at any interview either by his/her own attorney or an attorney employed by the school

First Reading:

Second Reading:

Adopted:

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Subject: Code of Ethics

Policy #4000-4

Policy:

The Governing Board expects district employees to maintain the highest ethical standards, to follow charter school policies and regulations, and to abide by state and national laws. Employee conduct should enhance the integrity of the charter school and the goals of the educational program.

The Board encourages district employees to accept as guiding principles the codes of ethics published by professional associations to which they may belong.

First Reading:

Second Reading:

Adopted:

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Subject: Criminal Record Check

Policy #4000-9

Policy:

The Director shall ensure that no person is hired in a position requiring certification qualifications or supervising positions requiring certification qualifications who have been convicted of a violent or serious felony, unless that person has obtained a certificate of rehabilitation and a pardon.

However, a certificated employee may be hired by the school, without obtaining a criminal record summary, if that employee became a permanent employee of another school as of October 1, 1997.

The Director shall ensure that no current certificated temporary, substitute or temporary employee serving before March 15 of the employee's second probationary year who has been convicted of a violent or serious felony is retained.

When the Governing Board requests a criminal record summary of a temporary, substitute or probationary certificated employee, the school shall submit two fingerprint cards in accordance with law, together with a personal description of the person and a fee, to the Department of Justice.

Upon notification by the Department of Justice that a current temporary, substitute or probationary employee, serving before March 15 of the employee's second probationary year, has been convicted of a violent or serious felony, the Director shall immediately place that employee on leave without pay.

When the school receives written electronic notification of the fact of conviction from the Department of Justice, the Director shall immediately terminate the employee without regard to any other procedure for termination specified in the Education Code or school procedures, unless that employee has received a certificate of rehabilitation and a pardon.

If the employee challenges the Department of Justice record and the Department of Justice withdraws in writing its notification, the Director shall immediately reinstate the employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement.

The Director shall request subsequent arrest service from the Department of Justice as provided under Penal Code [11105.2](#).

Temporary Certificates of Clearance

Before issuing a temporary certificate of clearance to an applicant whose credential is being processed, the Director shall obtain a criminal record summary from the Department of Justice. The Director shall not issue a temporary certificate of clearance if the applicant has been

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convicted of a violent or serious felony, unless the applicant has obtained a certificate of rehabilitation and pardon.

The Director may issue a temporary certificate of clearance without obtaining a criminal record summary to an employee currently and continuously employed by a school within the county who is serving under a valid credential and has applied for a renewal of that credential or for an additional credential.

The Director may issue a temporary certificate of clearance to a person who has been convicted of a serious felony that is not also a violent felony, if that person can prove to the sentencing court of the offense in question, by clear and convincing evidence, that he/she has been rehabilitated for the purposes of school employment for at least one year.

First Reading:

Second Reading:

Adopted:

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Subject: Duties of Personnel

Policy #4000-10

Policy:

The Governing Board recognizes the importance of having adequate job descriptions for every school employee. Student safety, the school's fiscal stability, and the success of the educational program all depend on employees' fully understanding their responsibilities and duties.

The Director shall prepare and regularly update job descriptions for all positions. Job descriptions shall clearly specify all essential and peripheral/marginal functions and duties of the position, the degree of responsibility the position entails, the type and extent of training required, and the position of the person to whom the employee reports.

All employees shall fulfill the duties and responsibilities set forth in their job descriptions and shall comply with Board policies, administrative regulations, applicable employee agreements, and local, state and federal laws.

First Reading:

Second Reading:

Adopted:

Policy:

The Governing Board recognizes that school employees may have personal problems which can have detrimental effects upon job performance and student safety. Many personal problems are easier to resolve when they are addressed early, before they reach disabling proportions. The Board encourages employees to seek help when such problems exist and to take advantage of the resources that are available to assist them.

Employees shall have confidential access to information about community resources that address personal problems. This information shall be available, on a voluntary basis, to all employees, spouses and dependents.

Management and supervisory staff shall be knowledgeable about the school's employee assistance program. When there are indications of declining performance, attendance problems, or on-the-job behavioral problems, supervisors shall consult with the Director to explore the resolution of such problems.

Participation in the assistance program will not jeopardize the employee's employment or career advancement, nor will it protect the employee from disciplinary action for substandard job performance.

First Reading:

Second Reading:

Adopted:

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Subject: Employee Property Reimbursement

Policy #4000-13

Policy:

OPTION 1: The Governing Board does not authorize payment for the reimbursement of employee personal property which may be stolen or intentionally destroyed or damaged while being used for work-related purposes.

OPTION 2: The Governing Board authorizes the Director to pay the cost of replacing or repairing employee personal property, except cash, which has been stolen or intentionally destroyed or damaged while being used for work-related purposes.

No reimbursement shall be made for accidental damage or for any loss due to lack of personal supervision or failure to keep property in a secured area.

The maximum payment shall be the amount specified by the school's insurance carrier for such loss or the amount specified in the applicable collective bargaining agreement, whichever is less.

Reimbursement for personal items used for work-related purposes shall be made only if:

1. Use of the personal property was approved by the Director, site supervisor before the property was brought to school or school premises
2. At that time, the employee and school representative agreed on the value of the property

First Reading:

Second Reading:

Adopted:

Policy:

The Governing Board is committed to maximizing employee safety and believes that safety is every employee's responsibility. Working conditions and equipment shall be maintained in compliance with standards prescribed by federal, state and local laws and regulations.

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful.

The Board expects all employees to use safe work practices and to correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, he/she shall immediately report the problem to the Director.

The Director shall promote safety and correct any unsafe work practice through education, training and enforcement.

The Director shall establish and implement a written injury and illness prevention program in accordance with law.

The Board shall ensure that the Director provides eye protective devices as specified in law and administrative regulation.

No employee shall be discharged or discriminated against for making complaints, instituting proceedings or testifying with regard to employee safety or health, or for participating in any occupational health and safety committee.

Procedures:

The Director shall provide safety devices, safeguards, methods and processes for staff that are reasonably adequate to render the employment and place of employment safe.

Injury and Illness Prevention Program

The school's injury and illness prevention program shall cover all school employees and all other workers whom the school controls or directs and directly supervises on the job to the extent that workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the school's injury prevention program.

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The school's injury and illness prevention program shall include:

1. The name/position of the person(s) with authority and responsibility for implementing the program.
2. A system for ensuring that employees comply with safe and healthful work practices, which may include but not be limited to:
 - a. Recognition of employees who follow safe and healthful work practices
 - b. Training and retraining programs
 - c. Disciplinary actions
3. A system for communicating with employees in a form readily understandable by all employees on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. This system may include but not be limited to:
 - a. Meetings
 - b. Training programs
 - c. Posting
 - d. Written communications
 - e. A system of anonymous notification by employees about hazards
 - f. A labor/management safety and health committee
4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:
 - a. Whenever introducing into the workplace new substances, processes, procedures or equipment that represent a new occupational safety or health hazard
 - b. Whenever the school is made aware of a new or previously unrecognized hazard
5. A procedure for investigating occupational injury or illness.
6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices and work procedures in a timely manner based on the severity of the hazard when observed or discovered.

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When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided necessary safeguards.

7. Training and instruction:
 - a. To all new employees
 - b. To all employees given new job assignments for which training has not previously been received
 - c. Whenever new substances, processes, procedures or equipment are introduced into the workplace and represent a new hazard
 - d. Whenever the school is made aware of a new or previously unrecognized hazard
 - e. To familiarize supervisors with the safety and health hazards to which employees under their immediate direction and control may be exposed

Records of the steps taken to implement and maintain the injury and illness prevention program shall be kept in accordance with 8 CCR 3203.

Labor/Management Safety and Health Committee

The school's labor/management safety and health committee shall:

1. Meet regularly, but not less than quarterly.
2. Prepare and make available to affected employees written records of the safety and health issues discussed at committee meetings and maintained for review by Cal/OSHA upon request. These records shall be maintained for at least one year.
3. Review results of the periodic, scheduled worksite inspections.
4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury or illness or exposure to hazardous substances. As appropriate, the committee may submit suggestions to the Director regarding the prevention of future incidents.
5. Review investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, it may conduct its own inspection and investigation to assist in remedial solutions.
6. Submit recommendations to assist in the evaluation of employee safety suggestions

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7. Upon request of Cal/OSHA, verify abatement action taken by the school to abate citations issued by Cal/OSHA

Hearing Protection

When information indicates that any employee's exposure to noise may equal or exceed an eight-hour average sound level of 85 decibels, the Director shall implement a hearing conservation program in accordance with state and federal regulations.

Eye Safety Devices

Eye safety devices shall be worn by employees whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause injury to the eyes.

Such activities include, but are not limited to, the following:

1. Working with hot molten metal
2. Milling, sawing, turning, shaping, cutting, grinding and stamping of any solid materials
3. Heat treating, tempering, or kiln firing of any metal or other materials
4. Gas or electric arc welding
5. Repair or servicing of any vehicles, machinery or equipment
6. Working with hot liquids or solids or with chemicals which are flammable, toxic, corrosive to living tissues, irritating, strongly sensitizing, radioactive, or which generate pressure through heat, decomposition, or other means

First Reading:

Second Reading:

Adopted:

Policy:

To minimize employee's risk of repetitive motion injuries (RMIs), the Superintendent or designee shall implement an ergonomics program whenever two or more RMIs from an identical work activity have been reported by district employees within a 12-month period beginning July 3, 1997. In addition, all reported injuries must satisfy all of the following conditions:

1. The RMIs were predominantly caused (i.e., 50 percent or more) by a repetitive job, process or operation.
2. The employees incurring the RMIs were performing a job process or operation of identical work activity. Identical work activity means that the employees were performing the same repetitive motion task, such as similar word processing, assembly or loading tasks.
3. The RMIs were musculoskeletal injuries that a licensed physician objectively identified and diagnosed.

The Superintendent or designee shall ensure that the ergonomics program be designed to minimize RMIs in accordance with law. The program shall be composed of the following components: (8 CCR 5110)

1. Worksite evaluation

Each job, process or operation of identical work activity, or a representative number of such jobs, processes or operations of identical activities, shall be evaluated for exposures which have caused RMIs.

2. Control of exposures which have caused RMIs

Any exposures that have caused RMIs shall, in a timely manner, be corrected or, if not capable of being corrected, be minimized to the extent feasible. The district shall consider engineering controls, such as work station redesign, adjustable fixtures or tool redesign, and administrative controls such as job station, work pacing or work breaks.

3. Training

Employees shall be provided training that includes an explanation of:

- a. The district's program
- b. The exposures that have been associated with RMIs
- c. The symptoms and consequences of injuries caused by repetitive motion
- d. The importance of reporting symptoms and injuries to the employer
- e. Methods used by the district to minimize RMIs

First Reading:

Second Reading:

Adopted:

Policy:

The school shall hire only citizens and aliens who are lawfully authorized to work in the United States. School employment practices shall not discriminate on the basis of citizenship status or national origin, nor shall they discriminate against any refugees, grantees of asylum, or persons qualified for permanent or temporary residency.

All new employees shall show appropriate documents which certify that they are legally eligible to work in the United States, as required by law.

Procedure:

When being hired by the school for any kind of work, prospective employees shall be informed that they will be asked, within three days of employment, to show documents which certify their work eligibility and identity. Persons employed for three days or less must provide such documentation on their first day. This documentation may consist of one item in group A below, or two items, one from group B and one from group C below.

Group A – Documents Establishing Both Work Authorization and Identity

1. A United States passport, unexpired or expired
2. A Certificate of U.S. Citizenship
3. A Certificate of Naturalization
4. An unexpired foreign passport with I-551 stamp or attached INS Form I-94 indicating unexpired employment authorization
5. An Alien Registration Receipt Card with photograph
6. An unexpired Temporary Resident Card
7. An unexpired Employment Authorization Card
8. An unexpired Re-Entry Permit
9. An unexpired Refugee Travel Document
10. An unexpired Employment Authorization Document issued by the INS which contains a photograph

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Group B – Documents Establishing Identity

1. A driver's license or ID card issued by a state or outlying possession of the United States, provided it contains a photograph or information such as name, date of birth, sex, height, eye color and address
2. An ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, sex, height, eye color and address
3. A school ID card with a photograph
4. A voter's registration card
5. A U.S. military card or draft record
6. A military dependent's ID card
7. A U.S. Coast Guard Merchant Mariner Card
8. Native American tribal documents
9. A driver's license issued by a Canadian government authority

Group C – Documents Establishing Work Eligibility

1. A U.S. Social Security card issued by the Social Security Administration, other than one stating it is not valid for employment
2. Certification of Birth Abroad issued by the Department of State
3. An original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States, bearing an official seal.
4. A Native American tribal document
5. A U.S. Citizen ID Card
6. An ID Card for use of Resident Citizen in the United States
7. An unexpired employment authorization document issued by the INS, other than those listed in Group A

If a minor has a work authorization document but does not have any of the identity documents in Group B, he/she may establish identity by means of a school record or report card; clinic, doctor or hospital record; or a day-care or nursery school record. Lacking any of these, he/she still may work, provided that a parent/guardian completes Section 1 of Form I-9 for the minor. In the space for the minor's signature, the parent/guardian must write "minor under age 18." The parent/guardian also must complete the "Preparer/Translator Certification" section. In Section 2 under List B after the words "Document #," the personnel officer should write "minor under age 18."

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If unable to provide satisfactory documentation, the employee shall furnish a receipt indicating that the needed document has been requested. This receipt must be presented within three days of the hire, and the document itself must be provided within 90 days of the hire.

The personnel officer shall examine the documents presented and record the expiration date as it appears on all work authorization permits. This expiration information shall be subsequently flagged so as to remind the personnel officer to verify that the permit has been renewed and that the employee is still eligible to work.

Should an employee present two documents on which the individual's name is not the same, the personnel officer shall ask to see documentation of name change, such as would be provided by a marriage license, divorce papers, court order or other legal document verifying the name change.

After examining the documents presented, the personnel officer shall copy them. Such copies shall be kept confidential and used only as needed to help justify the school's past decision to accept the documents as valid.

To protect full confidentiality, the personnel officer shall seal these copies in an envelope on which the following message has been printed:

The enclosed documents, provided only to verify work eligibility for (name of employee), were examined on (date) by (signature). This sealed envelope may be opened only by the Director. Refer to Bp/AR 4111.2/4211.2/4311.2 for current regulations.

The personnel officer shall ask the employee to complete and sign INS Form I-9.

The personnel officer shall complete and sign the I-9 form and shall assure that it is kept until a full year after the employee leaves the job.

All I-9 forms shall be kept together in a separate file for at least three years from the hiring date. I-9 forms shall be kept for all employees hired after November 6, 1986.

I-9 forms shall be available for inspection upon request by officers of the Immigration and Naturalization Service or the Department of Labor. Other personnel documents shall not be made available to government agents unless they present a warrant or subpoena.

The Director shall open the sealed envelop containing copies of an employee's work authorization documents only in connection with inquiries by the INS.

In order to avoid the loss of any employer rights, all communications received from the Immigration and Naturalization Service shall be answered within 30 days.

First Reading:

Second Reading:

Adopted:

Policy:

Maintenance of Criminal Offender Records

All information received from the Department of Justice is confidential.

The Director shall designate an employee as record custodian of all confidential fingerprint and criminal record history who shall be responsible for the administration of the information. Any questions regarding Criminal Offender Record Information shall be resolved by the record custodian.

Criminal Offender Record Information shall be accessible only to the record custodian and shall be kept in a locked file separate from other files. The contents of these records shall not be disclosed and shall not be reproduced.

The record custodian shall be fingerprinted and processed through the California Department of Justice. He/she shall sign an Employee Statement Form, acknowledging an understanding of the laws regarding Criminal Offender Record Information.

These records shall be used only for the purpose for which they were requested.

Upon a hiring determination, the records shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained.

Violation of this administrative regulation may result in suspension, dismissal and/or criminal or civil prosecution.

The record custodian shall ensure that the school complies with destruction, storage, dissemination, auditing, back grounding and training requirements as set forth in 11 CCR 700-708 and the rules regarding use and security of these records as set forth in Penal Code [11077](#).

Interagency Agreements

Upon receipt from the Department of Justice of a criminal history record or report of subsequent arrest for any person on a common list of persons eligible for employment, the designated school shall give notice to the Director or any participating school, or the person designated in writing by that Director, that the report is available for inspection on a confidential basis by the Director or the written designee. The report shall be made available at the office of the designated school for 30 days following the receipt of the notice.

The designated school shall not release a copy of that information to any participating school or any other person. In addition, the designated school shall retain or dispose of the information in

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the manner specified in law and in this administrative regulation after all participating schools have had an opportunity to inspect it in accordance with law.

The designated school shall maintain a record of all persons to whom the information has been shown. This record shall be available to the Department of Justice.

The designated school shall submit an interagency agreement to the Department of Justice to establish authorization to submit and receive this information.

Procedure:

SAMPLE EMPLOYEE STATEMENT FORM USE OF CRIMINAL JUSTICE INFORMATION

As an employee of _____ School, you may have access to confidential criminal record information which is controlled by statute. Misuse of such information may adversely affect the individual's civil rights and violates the law. Penal Code [502](#) prescribes the penalties related to computer crimes. Penal Code [11105](#) and [13300](#) identify who has access to criminal history information and under what circumstances it may be released. Penal Code [11140-11144](#) and [13301-13305](#) prescribes penalties for misuse of criminal history information. Government Code [6200](#) prescribes the felony penalties for misuse of public record and CLETS (California Law Enforcement Telecommunication System) information. Penal Code [11142](#) and [13303](#) state:

Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor.

Any employee who is responsible for such misuse may be subject to immediate dismissal. Violations of this law may also result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF CRIMINAL RECORD INFORMATION.

Signature: _____

Date: _____

First Reading:

Second Reading:

Adopted:

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Subject: Oath or Affirmation

Policy #4000-32

Policy:

All public employees are disaster service workers. As such, before beginning employment with the school, employees must take the oath or affirmation required by law. In the event of natural, manmade or war-caused emergencies which result in conditions of disaster or extreme peril to life, property and resources, all school employees are subject to disaster service activities as assigned to them by their supervisors.

The Director shall administer the above oath when school employees are hired.

Legally employed non-citizens shall be exempt from taking this oath.

At the advice of legal counsel, the Director may exempt a prospective employee from taking the above oath if he/she raises a valid religious objection.

"I, _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

(Signature)

Certified by: _____
(Person who administers the oath)

First Reading:

Second Reading:

Adopted:

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Subject: Publication or Creation of Materials

Policy #4000-44

Policy:

The Governing Board recognizes that school employees may create copyrightable materials at work, at home, or both at work and at home. The development of copyrightable materials during, or in part during, the work day shall be approved by the Director. However, the Director's approval or lack of approval shall not affect the school's ownership of copyrights for materials developed during work hours.

Materials written or developed by an employee during the normal school day are considered school property.

Materials developed during both school and leisure hours are owned jointly by the employee and the school. In such cases, the Director shall ensure that a contractual agreement is made, clarifying the joint ownership. A partnership entity may be created to hold the copyright on behalf of both parties.

The Board may secure copyrights in the name of the school for all copyrightable works developed by the school. All royalties or revenues from these copyrights shall be used for the benefit of the school.

The Board may market or license any non-educational mainframe electronic software developed by the school. Proceeds from this marketing or licensing shall be used exclusively for educational purposes.

First Reading:

Second Reading:

Adopted:

Subject: Sick Leave Policy

Policy #4000-63

This policy is effective retroactive to July 1, 2016:

Policy:

Classified Employees

A) Hourly employees: Classified hourly employees will accrue 40 hours of sick leave on the first day of work at the beginning of each benefit year. The benefit year begins on July 1 each year.

B) Salary employees: Classified salary employees will accrue 60 hours of sick leave on the first day of employment at the beginning of each benefit year. The benefit year begins on July 1 each year.

Employees may use sick leave for any of the reasons described in the San Diego Municipal Code Section 39.0106 which includes, but is not limited to, time for their own medical care or for the medical care of a family member.

Unused accrued sick leave will carry over into the next benefit year up to a cap of 80 hours.

Employees who have accrued sick leave in prior years will be subject to the 80 hour cap beginning July 1, 2017.

Certificated Employees:

Certificated employees will accrue 6 hours of sick leave per month as governed by Article 12 of the 2015-2019 agreement bargained with San Diego Education Association.

Certificated employees may use sick leave for any of the reasons described in the San Diego Municipal Code Section 39.0106 which includes, but is not limited to, time for their own medical care or for the medical care of a family member as well as any additional reasons governed by Article 12.

Adopted: 10/28/2016

Policy:

The Governing Board recognizes that the school has a responsibility to protect students by facilitating the prompt reporting of known and suspected incidents of child abuse and neglect. The Director or designee shall establish regulations for use by school employees in identifying and reporting such incidents.

School employees are obligated to report all known or suspected incidents of child abuse and neglect in accordance with law, Board policy, and administrative regulation. Employees shall not investigate any suspected incidents but rather shall fully cooperate with agencies responsible for reporting, investigating and prosecuting cases of child abuse and neglect.

Parents/guardians may file a complaint against a school employee or other person whom they suspect has engaged in abuse of a child at a school site. The Director or designee shall provide parents/guardians information about reporting procedures in accordance with law.

The Director or designee shall provide training regarding the reporting duties of school employees mandated by law to report suspected child abuse and neglect.

In the event that training is not provided to the employees mandated to report child abuse and neglect, the Director or designee shall report to the California Department of Education the reasons that such training is not provided. (Penal Code [11165.7](#))

Definitions

Child abuse or neglect includes the following:

- A physical injury inflicted by other than accidental means on a child by another person
- Sexual abuse of a child as defined in Penal Code [11165.1](#)
- Neglect as defined in Penal Code [11165.2](#)
- Willful cruelty or unjustifiable punishment of a child as defined in Penal Code [11165.3](#)
- Unlawful corporal punishment or injury resulting in a traumatic condition as defined in Penal Code [11165.4](#)
- Abuse or neglect of a child in out-of-home care, including at school, as defined in Penal Code [11165.5](#)

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Child abuse or neglect does not include:

- A mutual affray between minors (Penal Code [11165.6](#))
- An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his/her employment (Penal Code [11165.6](#))
- The exercise by a teacher, vice Director, Director or other certificated employee of the same degree of physical control over a student that a parent/guardian would be privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning
- An amount of force that is reasonable and necessary for a school employee to quell a disturbance threatening physical injury to persons or damage to property, to protect himself/herself, or to obtain weapons or other dangerous objects within the control of the student
- Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by the student

Mandated reporters include but are not limited to teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrators and employees of a licensed day care facility; Head Start teachers; school police or security officers; and administrators, presenters or counselors of a child abuse prevention program.

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect.

Procedure:

1. Whenever any mandated reporter, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect, that mandated reporter shall report to any police department, sheriff's department, county probation department if designated by the county to receive such reports, or the county welfare department.
2. The mandated reporter shall make this report by telephone immediately or as soon as practicably possible. (Penal Code [11166](#))
3. When the telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

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4. The reporting duties are individual and cannot be delegated to another person. Reporting the information to an employer, supervisor, Director, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code [11166](#))
5. When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, and when there is agreement among them, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code [11166](#))
6. No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code [11166](#))
7. Any person not identified as a mandated reporter who has knowledge of or observes a child whom he/she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code [11166](#))
8. Within 36 hours of receiving the information concerning the incident, the mandated reporter shall prepare and send to the appropriate agency a written report which includes a completed Department of Justice form. (Penal Code [11166](#), [11168](#))
9. Mandated reporters may obtain copies of the above form from either the school or the appropriate agency.
10. Reports of suspected child abuse or neglect shall include, if known:
 - The name, business address and telephone number of the person making the report and the capacity that makes the person a mandated reporter
 - The child's name and address, present location and, where applicable, school, grade and class
 - The names, addresses and telephone numbers of the child's parents/guardians
 - The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information
 - The name, address, telephone number and other relevant personal information about the person(s) who might have abused or neglected the child
11. The mandated reporter shall make a report even if some of this information is not known or is uncertain to him/her. (Penal Code [11167](#))

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12. Information relevant to the incident of child abuse or neglect may also be given to an investigator from an agency that is investigating the case. (Penal Code [11167](#))
13. Employees reporting child abuse or neglect to the appropriate agency are encouraged, but not required, to notify the Director or designee as soon as possible after the initial telephone report to an appropriate agency. When so notified, the Director shall inform the Director or designee.
14. The Director or designee so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy and administrative regulation. At the mandated reporter's request, the Director may assist in completing and filing these forms.
15. The mandated reporter shall not be required to disclose his/her identity to the Director. He/she may provide or mail a copy of the written report to the Director, Director or designee without his/her signature or name.
16. Any person shall notify a peace officer if he/she reasonably believes that he/she has observed the commission of any of the following offenses where the victim is a child under age 14: (Penal Code [152.3](#), [288](#))
 - Murder
 - Rape
 - Lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury

Training

Training of mandated reporters shall include child abuse identification and reporting. All employees receiving such training shall receive written notice of state reporting requirements and employees' confidentiality rights. (Penal Code [11165.7](#))

Training shall also include guidance in the appropriate discipline of students, physical contact with students, and maintenance of ethical relationships with students to avoid actions that may be misinterpreted as child abuse.

Victim Interviews

Upon request, a representative of an agency investigating suspected child abuse or neglect may interview a suspected victim during school hours, on school premises, concerning a report of suspected child abuse or neglect that occurred within the child's home or out-of-home care facility. The child shall be given the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the child.

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A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the Director or designee shall inform him/her, before the interview takes place, of the following requirements:

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.
2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.
4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code [11167.5](#).

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school.

Release of Child to Peace Officer

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Director or designee and/or Director shall not notify the parent/guardian as required in other instances of removal of a child from school, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. It is the responsibility of the peace officer or agent to notify the parent/guardian of the situation.

Peace officers shall be asked to sign an appropriate release or acceptance of responsibility form.

Parent/Guardian Complaints

Upon request, the Director or designee shall provide parents/guardians with procedures whereby they can report suspected child abuse occurring at a school site to appropriate agencies. Such procedures shall be in the primary language of the parent/guardian and, when communicating orally regarding those procedures, an interpreter shall be provided for parents/guardians whose primary language is other than English.

To file a complaint against a school employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint to any school employee, that employee shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency and also is obligated to file a report himself/herself using the procedures described above for mandated reporters.

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education.

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Disciplinary Action

Any school employee accused of abusing or neglecting a student may be subject to reassignment or a paid leave of absence pending the outcome of an investigation by the appropriate agency.

If a determination is made that an employee has committed child abuse or neglect, the school may take disciplinary action, including suspension and dismissal, in accordance with law, Board policy, administrative regulations and/or collective bargaining agreements. The Director or designee shall seek legal counsel in connection with either the suspension or dismissal of the employee.

Notifications

The Director or designee shall give persons hired by the school a statement informing them that they are mandated by law to report suspected child abuse and neglect, inform them of their reporting obligations under Penal Code [11166](#), and provide a copy of Penal Code [11165.7](#) and [11166](#). Before beginning employment, employees shall sign the statement indicating that they have knowledge of the reporting obligations under Penal Code [11166](#) and that they will comply with those provisions. The signed statements shall be retained by the Director or designee. (Penal Code [11166.5](#))

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code [15630-15637](#).

The Director or designee shall also notify all employees that:

1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report. Any other person making a report shall not incur civil or criminal liability unless it can be proven that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code [11172](#))
2. If a mandated reporter fails to report an incident of known or reasonably suspected child abuse or neglect, he/she is guilty of a misdemeanor punishable by a fine and/or imprisonment. (Penal Code [11166](#))
3. No employee shall be subject to any sanction by the school for making a report. (Penal Code [11166](#))

First Reading:

Second Reading:

Adopted:

Iftin Charter School

Subject: Child Health and Disability Prevention Program

Policy #5000-7

Policy:

When parents/guardians enroll their children in kindergarten, the school shall inform them about their obligation to obtain or waive a health screening for their children before they enter first grade. The school shall also inform them about the availability of free health screening for low-income children, as provided under the Child Health and Disabilities Prevention Program, and about the evaluation services and other benefits provided under Division 106, Part 2, Chapter 3, Article 6 of the Health and Safety Code.

The above information shall be provided with notifications about immunization requirements and when parents/guardians enroll any first grade children who have not attended kindergarten in the school. The school shall encourage parents/guardians to arrange for their children to obtain their health screening prior to or during their kindergarten year.

The Director or designee may arrange for local health authorities to offer health examinations at school sites.

The school may exempt a student from exclusion if it has contacted the parent/guardian at least twice between the first and the 90th day after the student enters first grade and if the parent/guardian refuses to either obtain a health screening or sign a waiver. However, such exemptions may not exceed five percent of the school's first grade enrollment.

During the first 90 days of school, the Director or designee may contact any first grade parents/guardians who have not provided evidence of a health screening or a waiver. If any parents/guardians do not respond to this notification, the Director or designee may contact them a second time to ensure that they understand that their children may be eligible to receive a health screening at no cost.

The Board shall exclude from school, for up to five days, any first grade student who does not present evidence of a health screening or an appropriate waiver on or before the 90th day after entering the first grade. This exclusion shall begin on the 91st calendar day after the student's entrance into the first grade. If school is not in session that day, the exclusion shall begin on the next succeeding school day. Within limits established in law, the Director or designee may exempt from exclusion students whose parents/guardians failed to respond to school attempts to obtain evidence of health screening or a signed waiver.

The Director or designee shall annually provide the county Child Health and Disability Prevention Program, the State Department of Health Services and the California Department of Education with the health screening information required by law.

First Reading:

Second Reading:

Adopted:

Iftin Charter School

Subject: Concepts and Roles

Policy #5000-10

Policy:

The Governing Board shall make every effort to maintain a safe, positive school environment and student services that promote student welfare and academic achievement. The Board expects students to make good use of learning opportunities by demonstrating regular attendance, appropriate conduct and respect for others.

Procedure:

The Board is fully committed to providing equal educational opportunities and keeping the schools free from discriminatory practices. The Board shall not tolerate the intimidation or harassment of any student for any reason.

The Director shall establish and keep parents/guardians and students well informed about school and School rules and regulations related to attendance, health examinations, records, grades and student conduct. When conducting hearings related to discipline, attendance and other student matters, the Board shall afford students their due process rights in accordance with law.

First Reading:

Second Reading:

Adopted:

Policy:

Students may be excluded from attendance at school schools if they:

1. Are under the legal age of attendance, except as otherwise provided by law.
2. Do not present evidence of immunization from certain infectious diseases as required by law. Such a student shall not be excluded, however, if the parent/guardian, in writing, requests exemption from the immunization requirement on the basis of the student's physical condition or a conflict with the parent/ guardian's religious beliefs.
3. Are reasonably suspected of having active tuberculosis.
4. Reside where any contagious, infectious, or communicable disease subject to quarantine exists or has recently existed, unless written permission of the health officer is provided.
5. Have not had a health screening before or within the first 90 days of attending first grade. Such students may be excluded for up to five days unless the parent/guardian has presented an appropriate waiver or the school has exempted the student from this requirement in accordance with law.
6. Have filthy or vicious habits, or suffer from contagious or infectious diseases, the Governing Board shall periodically review its decisions to exclude students of filthy or vicious habits or suffering from contagious or infectious diseases.

Before excluding any such student, the Director or designee shall send a notice to the parent/guardian of the student. This notice shall state the facts leading to a decision to propose exclusion and shall further state that:

- a. The parent/guardian has a right to meet with the Board to discuss the proposed exclusion.
- b. At this meeting, the parent/guardian shall have an opportunity to:
 - (1) Inspect all documents upon which the school is basing its decision to propose exclusion
 - (2) Challenge any evidence and question any witness presented by the Board
 - (3) Present oral and documentary evidence on the student's behalf
 - (4) Have one or more representatives present at the meeting
- c. The decision to exclude the child is subject to periodic review and the procedures for such periodic review.

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The Director or designee is not required to send prior notice of exclusion to the parent/guardian if the student is excluded because:

- a. He/she resides in an area subject to quarantine.
- b. He/she is exempt from a medical examination but suffers from a contagious or infectious disease.
- c. It is determined that the presence of the student would constitute a clear and present danger to the life, safety, or health of students or school personnel.

However, the Director or designee shall send a notice as soon as reasonably possible after the exclusion.

First Reading:

Second Reading:

Adopted:

Iftin Charter School

Subject: Head Lice

Policy #5000-22

Policy:

To prevent the spread of head lice infestations, school employees shall report all suspected cases of head lice to the school nurse or designee as soon as possible. The nurse or designee shall examine the student and any siblings of affected students or members of the same household. If nits or lice are found, the student shall be excluded from attendance and parents/guardians informed about recommended treatment procedures and sources of further information.

The Director shall send home the notification required by law for excluded students.

If there are two or more students affected in any class, all students in the class shall be examined, and information about head lice shall be sent home to all parents/guardians of those students.

Staff shall maintain the privacy of students identified as having head lice and excluded from attendance.

Excluded students may return to school when (1) they bring a note from the parent/guardian verifying treatment, and (2) reexamination by the nurse or designee shows that all nits and lice have been removed.

First Reading:

Second Reading:

Adopted:

Iftin Charter School

Subject: Immunizations

Policy #5000-27

Policy:

To protect the health of all students and staff and to curtail the spread of infectious diseases, the Governing Board desires to cooperate with state and local health agencies to encourage immunization of all school students against preventable diseases.

Students entering a school or child care and development program, or transferring between school campuses, shall present an immunization record that shows at least the month and year of each immunization in accordance with law. Students shall be excluded from school or exempted from immunization requirements only as allowed by law.

A transfer student may be conditionally admitted for up to 30 school days while his/her immunization records are being transferred from the previous school. If these records do not arrive within 30 school days, the student shall present written documentation by a physician, nurse or clinic, showing that the required immunizations were received. If such documentation is not presented, the student shall be excluded from school until immunization requirements are met.

The Director may arrange for qualified medical personnel to administer immunizations at school to any student whose parent/guardian has consented in writing.

Procedure:

The Director shall not unconditionally admit any student to a school or child care and development program unless that student has presented documentation of full immunization.

At the beginning of the school year, the Director shall notify parents/guardians of the rights of students and parents/guardians relating to immunizations.

Immunizations for Grades K-12

Students entering the school in grades kindergarten through 12 shall have received the following immunizations:

1. Measles, mumps and rubella (MMR) vaccine
 - a. Students entering at the kindergarten level shall have received two doses on or after the first birthday, except one dose may be a measles-only vaccine.
 - b. Mumps vaccine shall not be required for students age seven or older.

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c. Students entering or advancing to seventh grade shall be required to have a second dose of measles-containing vaccine if they have not previously obtained a second dose.

2. Diphtheria, tetanus and pertussis (whooping cough) vaccine (DTP or DTaP)

a. Five doses shall be required for students ages four through six. However, four doses shall meet the requirement if at least one dose was given on or after the fourth birthday.

b. Four doses shall be required for students age seven or older. However, three doses shall meet the requirement if at least one dose was given on or after the second birthday.

c. Pertussis immunization shall not be required for students age seven or older.

d. A tetanus and diphtheria (Td) shot is recommended but not required for seventh-grade students who have not had a booster within the past five years.

3. Poliomyelitis (polio) vaccine

a. Four doses shall be required at any age. However, three doses shall meet the requirement for ages four through six if at least one dose was given on or after the fourth birthday and three doses shall meet the requirement for ages seven to seventeen if at least one dose was given on or after the second birthday.

4. Hepatitis B vaccine

a. Three doses shall be required for entry into kindergarten.

Students admitted at the kindergarten level or below before August 1, 1997, shall be exempt from this requirement.

b. Students shall not be unconditionally admitted or advanced to seventh grade unless they have been fully immunized against hepatitis B. A student who has previously had three doses of hepatitis B vaccine at any age before seventh grade shall not be required to receive any additional shots.

5. Varicella (chickenpox) vaccine

a. Any student admitted at the kindergarten level or above before July 1, 2001, shall be exempt from this requirement for school entry.

Students who skipped kindergarten shall meet immunization requirements for hepatitis B and a second measles dose prior to entering first grade.

Students transferring into the school at a grade other than kindergarten or seventh grade shall be exempt from the requirement for a second measles dose or hepatitis B immunization.

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Immunizations Below Kindergarten Level

Children younger than age four years, six months shall have received haemophilus influenza type b (Hib meningitis) vaccine.

Other immunization requirements for children below kindergarten level depend on the child's age as specified in 17 CCR 6020.

Exemptions

Exemption from immunization requirements is allowed when:

1. The student's parent/guardian states in writing that immunization is contrary to his/her beliefs.
2. The student's parent/guardian provides a written statement by a licensed physician that the physical condition or medical circumstances of the student are such that immunization is unsafe or is permanently not indicated.

However, if there is good cause to believe that the student has been exposed to one of the communicable diseases listed above, the student may be temporarily excluded from school until the local health officer is satisfied that the student is no longer at risk of developing the disease.

Exclusions Due to Lack of Immunizations

Any student without the required evidence of immunization may be excluded from school until the immunization is obtained or until the student presents a letter or affidavit of exemption from his/her parent/guardian or physician.

Before a student is excluded from school attendance because of lack of immunization, the Director shall notify the parent/guardian that he/she has 10 school days in which to supply evidence of proper immunization or an appropriate letter of exemption. This notice shall refer the parent/guardian to the child's usual source of medical care.

If no usual source of medical care exists, the parent/guardian shall be referred to the county health department.

The Director shall exclude from further attendance any student who fails to obtain the required immunization within 10 school days following receipt of the parent/guardian notice specified above, unless the student is exempt from immunization for medical reasons or personal beliefs. The student shall remain excluded from school until he/she has received another dose of each required vaccine due at that time. The student shall also be reported to the attendance supervisor or School Director.

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Conditional Enrollment

The Director may conditionally admit a student with documentation from a physician that:

1. He/she has received some but not all required immunizations and is not due for any vaccine dose at the time of admission
2. He/she has a temporary exemption from immunization for medical reasons

The Director shall notify the student's parents/guardians of the date by which the student must complete all the remaining doses when they become due as specified in 17 CCR 6035.

The Director shall review the immunization record of each student admitted conditionally every 30 days until that student has received all the required immunizations. If the student does not receive the required immunizations within the specified time limits, he/she shall be excluded from further attendance until the immunizations are received.

Records

The Director shall record each new entrant's immunizations in the mandatory permanent student record. School staff shall maintain the confidentiality of immunization records and may disclose such information to state and local health departments only in accordance with law.

First Reading:

Second Reading:

Adopted:

Policy:

The purpose of this policy is to govern the access to and the appropriate use of technology at Iftin Charter School. The intent of this policy is to safeguard the image and reputation of the school – the use of school computer resources must be able to withstand public scrutiny, while at the same time allowing students to pursue any legitimate educational project or research, regardless of its subject or content, provided it is pursued in a respectful, mature, and professional manner. Students affiliated with the school have numerous opportunities to use computing resources provided for school-related activities. However, access to these computing resources is a privilege and student responsibilities accompany that privilege. It is the intention of the school to provide a non-hostile learning environment that minimizes the risk of offending, intimidating, harassing, or otherwise disrespecting other students or employees.

All students affiliated with Iftin Charter School are expected to use good judgment when using computing resources, including Internet access and e-mail. This also includes appropriate personal behavior while using the computers. The rules of reasonableness, respect, courtesy, common sense and legal requirements apply to all of the electronic communications.

Inappropriate use of computing resources or inappropriate behavior while using the resources include, but are not limited to:

- Any activities that may be construed as illegal including any wagering, betting, or selling. It is inappropriate to conduct any commercial activities (personal for-profit activities) or fund-raising unless sanctioned by the school on computers supplied by the school.
- Harassment or illegal discrimination with regard to race, sex, color, creed, religion, age, national origin, disability, marital status, status with regard to public assistance, sexual orientation, or membership or activity in a local commission.
- Promoting religious or political positions or activities.
- Transmission or storage of offensive, racist, sexist, obscene or pornographic information or materials.
- Downloading software (including games, wallpaper, and screen savers) from the Internet unless authorized specifically by the school.
- Use of profanity or abusive, slanderous, vulgar or defamatory language.
- Misuse of the school property, such as theft or damage to equipment or software, knowingly running or installing viruses, attempting to circumvent the installed data protection methods or attempting to degrade the performance of integrity of any campus network or computer system.

Students using the computers must agree to adhere to the terms of the Student Computer Use Policy and other related policies found in the Student Handbook. All students are to respect the rights and feelings of those people who may be working near them or who may otherwise come

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into contact with material displayed or stored on their computer, either intentionally or unintentionally.

Anyone found abusing the equipment, violating these rules, or being discourteous to others may be asked to leave the computer labs and revocation of use privileges may result. Students suspected of violating this policy may be subject to investigation and disciplinary action, up to and including revocation of use privileges, suspension or expulsion from school in accordance with policies found in the Student Handbook.

First Reading:

Second Reading:

Adopted:



A. PURPOSE AND SCOPE

Purpose: to govern independent study.

B. LEGAL AND POLICY BASIS

California Code of Regulations, Title 5, Section 11700–11703

C. GENERAL

I. Purpose of Independent Study

Independent study is offered at the Charter School's option and is not available in all California schools. Charter schools are not obliged to permit a student to engage in independent study if school officials given responsibility for the decision determine that independent study is not an appropriate alternative for the student. (See Title V, California Code of Regulations 11700[D].)

Independent study is conducted under the supervision of a credentialed charter school employee. No student may be required to participate in independent study. No average daily attendance (ADA) for independent study may be claimed for an expelled or suspended student unless classroom instruction is made continuously available to that student.

Independent study is an instructional strategy that may be used to generate both ADA and academic credit, or academic credit only.

Note: The charter school is prohibited from claiming any combination of classroom and independent study instruction that would exceed one day of apportionment per day of instruction in the school's calendar.

Independent study may be used in any of the three situations below:

(1) **To accommodate a temporary absence.** A student who is usually in classroom attendance but will be temporarily out of school for any reasonable excuse, including illness, may use an independent study agreement to earn academic credit and, within limits, generate ADA.

Note: The maximum duration of an independent study master agreement to accommodate a temporary absence is 90 school days.

- **To generate academic credit and ADA,** a signed Master Agreement must be in effect on or before the first day of the assignment and the academic work must be completed by the date indicated.
- **To earn academic credit only,** a student must complete assignments and tests missed during the absence. *Schools must inform parents that academic credit can still be earned*



individual pupils with a choice of ways to master state content standards as well as a way to accommodate special interests, abilities, or individual needs.

2. **Attendance credit:** Attendance credit earns revenue for the charter school. Only student work that was started after a Master Agreement was filled out and signed, and completed by the due date(s) specified in that Master Agreement, may be counted for attendance credit. Attendance credit is determined by the *amount* of work the student completes, as determined by the supervising credentialed teacher, not by the *quality* of achievement or learning. Attendance credit is recorded in terms of days, or, in the case of summer school or adult education, in hours. Title 5, California Code of Regulations, Section, 11703(b)(4) requires a daily or hourly attendance credit register (as appropriate to the program in which students are enrolled) to be maintained. This register is separate from and in addition to the classroom attendance records. It should be maintained on a current basis as the time values of pupils' work products are determined by a certificated teacher, and reviewed by the supervising credentialed teacher if they are two different persons. This requirement is satisfied a "C" code is entered in the Zangle computer system.

3. **Academic credit:** Academic credit leads to a record of progress, a grade, completion of a course, and/or promotion. Academic credit is based on academic achievement assessed by a certificated staff member in terms of competency, knowledge, and skills demonstrated by the student's work according to the evaluation criteria specified in advance in the Subsidiary Assignment Agreement.

4. **Supervising credentialed teacher:** A staff member with a teaching credential assigned time and responsibility to oversee a student engaged in independent study. There can be only one supervising teacher per student. The supervising teacher:

- provides continuing oversight of the study design, implementation plan, and allocation of resources, and monitors the pupil's or adult education student's progress in independent study.
- makes a personal determination, or a personal review of the determination made by another certificated teacher, of the time values for apportionment of each pupil's or adult education student's work products.

5. **Designee:** A credentialed staff member designated by the principal to approve independent study requests.

6. **Master Agreement for Independent Study:** A written and signed agreement with all legally required elements and components that is on file for each student currently enrolled in independent study. Any Subsidiary Assignment Agreements are part of the Master Agreement.

7. **Completion/submission.** Students must complete the assigned work by the date specified on the Master Agreement to earn attendance credit. If the assigned work is submitted by mail, e-



mail, overnight carrier, or after a school holiday, the completion date may vary from the submission date.

8. Representative Sample. A representative sample of the student's original work must be on file with the Master Agreement for each course for which ADA was reported. The supervising credentialed teacher must sign and date the sample.

9. Master List of Students on Independent Study. A list of all students participating in a school site's independent study program(s) in a given school year (see attached sample [F.1]).

III. Limitations

1. The duration of an independent study Master Agreement may not exceed 90 school days.
2. A student on independent study must fulfill course requirements that are consistent with those for students enrolled in the regular school program.
3. No course required for high school graduation may be offered exclusively through independent study; i.e., any course required for graduation must also be offered in the classroom mode.
4. Students should be assigned the equivalent of a full day of classroom work.
5. A maximum of 20 school days may elapse between the date an independent study assignment begins and the date the student completes the assigned work.
6. There are no excused absences in independent study. Students are in violation of the Master Agreement and are subject to dismissal from independent study if they miss scheduled appointments or do not complete assigned work by the due dates.
7. The supervising credentialed teacher shall incorporate into program procedures, the appropriate use of strategies with the aim of increasing pupil achievement as well as reducing and preventing failures. These strategies include but are not limited to:
 - a. Increasing the amount of time the student meets with a teacher or in an equivalent supervised situation.
 - b. Consulting with the parent, counselor, and/or administrator, as appropriate.
 - c. Referring the student to the Student Study Team.
 - d. Referring the student to the School Attendance Review Board.
 - e. Terminating the Master Agreement and recommending the student's return to a regular classroom. In this case, a written record of the findings must be placed in the student's permanent record.
8. For K-12 ADA purposes, the independent study teacher-ADA ratio must not exceed the baseline ratio for other instructional programs in the charter school.
9. Class size reduction funding is not available for any student enrolled in independent study.
10. To receive K-12 apportionment, students who are age 19 or 20 must have been continuously enrolled in school since their 18th birthday and be making steady progress toward a high school diploma, as personally judged in each instance by a supervising certificated teacher.



11. Students engaged in independent study must reside in the local county in which the apportionment claim is reported or in an adjacent county.
12. No more than 10 percent of the ADA of students participating in a continuation high school or opportunity class, program, or school may be engaged in independent study education. Pregnant and/or parenting students are excluded from this limit. The number of students is based on ADA as reported on J-18/19 P 2 forms.
13. A new Master Agreement and Subsidiary Assignment Agreement must be generated for summer school.

IV. Requesting independent study

1. **Requests to accommodate a temporary absence** are made on an individual basis.
2. Principal or designee determines the student's need for independent study. A minimum of one week in advance of a planned absence, the student and/or the parent/guardian must notify the site designee of the need for an independent study agreement to cover the days of absence. (If a personal or family emergency is involved, the principal may waive the time requirement.) *ADA credit will not be given unless a signed agreement is in effect on or before the days of classroom absence.*
3. **Requests for independent study outside the traditional school day** should be directed to the principal or designee.

V. A written **Master Agreement** and all **Subsidiary Assignment Agreements** shall be executed for each pupil. The school of enrollment retains the original set of these documents and gives a copy to the parent/guardian or student.

1. **Master Agreement.** Every Master Agreement shall include:
2. The student's name, identification number, address, phone number, grade level, birth date, age, and the name of the school or program.
3. The duration of the independent study Master Agreement, up to a limit of 90 days.
4. The beginning and ending dates for the pupil's participation under the agreement. No apportionment can be taken before or after these dates.
5. A statement that the subject/course objectives and student activities for the pupil's work are covered in the Subsidiary Assignment Agreement.
6. A statement specifying the maximum length of time allowed between the assignment and the completion of the pupil's assigned work, as determined by board policy.
7. A statement that the methods used to evaluate the pupil's work are specified
8. in the Subsidiary Assignment Agreements.
9. A statement that the Subsidiary Assignment Agreement will specify the resources, including materials and personnel, that will be made available to the pupils in order to attain the objectives outlined in (4) above.
10. A statement of the number of subjects and course credits or other measures of academic accomplishment appropriate to the agreement to be earned by the pupil on completion.
11. The manner, frequency, date, time, and location for submitting a pupil's assignment and for reporting his or her progress.



12. A statement of the maximum length of time allowed between the assignment and the completion of the pupil's assigned work, as determined by board policy. A maximum of 20 school days may elapse between the date the independent study assignment begins and the date the student completes the assigned work.
13. A statement that if a pupil fails to meet the terms of the Master Agreement, an evaluation must be made whether the pupil should be allowed to continue in independent study, as determined by board policy.
14. A statement that independent study is an optional educational alternative in which no pupil may be required to participate, pursuant to board policy.
15. A statement that independent study is to be equivalent in quality and quantity to classroom instruction and that independent study students have rights and privileges equal to students in classroom instruction.
16. The dated signatures of the pupil, pupil's parent/guardian (if the pupil is younger than 18 years old), and supervising credentialed teacher.
17. Emancipated minors under 18 are not required to provide a parent's or guardian's signature. All signatures must be in place prior to the beginning date of the Master Agreement and Subsidiary Assignment Agreements. All signature lines must be completed.
18. A record of apportionment (attendance) for each attendance month, as determined by the supervising credentialed teacher.
19. Review of poor progress, if applicable.
20. An attached sample of student's original work, with supervising credentialed teacher's signature and date.
21. **Subsidiary Assignment Agreement.** *Independent study is based on educational needs of the student and requirements of the subjects being studied.*
22. Subsidiary Assignment Agreements will include the following provisions:
 - Course title.
 - A statement of the major objectives in the subject area related to the activity.
 - A list describing educational activities and resources, including school equipment, supplies, personnel, and materials needed by, and available to, the student in order to achieve subject-area objectives.
 - The method of evaluation for academic credit.
23. A new Master Agreement and Subsidiary Assignment Agreements must be generated for summer school.

D. IMPLEMENTATION

I. Site Administrator or Designee

1. Ensures that independent study occurs in accordance with state law and charter school policies and procedures.
2. Approves the participation of students requesting independent study.
3. Facilitates and monitors all paperwork and procedures for independent study.



4. Establishes and maintains in a systematic manner all records required by state law and regulations.
5. Approves all academic credits and attendance earned through independent study.
6. Authorizes the selection of all credentialed staff members who are assigned to supervise independent study.
7. Supervises and evaluates staff.
8. Develops and participates in a staff development program for independent study.
9. Prepares or coordinates all preparation of all necessary records and reports.
10. Provides a smooth transition into and out of the independent study mode of instruction.

II. Student/Parent

1. Notifies the school at least five days in advance when the student will be away from school.
2. Reads and understands the conditions listed on the Master Agreement.
3. Abides by the terms of the Master Agreement, including a commitment to, and the support and guidance of, the student in independent study.
4. Voluntarily signs the Master Agreement.
5. Ensures that the student completes all assignments by the due date.
6. Ensures that the student keeps all appointments.
7. Furnishes transportation to school when needed.
8. Acts as a support system for the student in the discipline of completing work independently.
9. Understands that he or she has the right to review the program of instruction and revoke the Master Agreement at any time.

III. Supervising Credentialed Teacher

1. Completes and signs Master Agreement.
2. Notes the start and completion dates and distributes all Subsidiary Assignment Agreements.
3. Notifies the attendance clerk of the dates the student will be on independent study.
4. Ensures that student's name is placed on the site's Master List of Students on Independent Study.
5. Keeps parents informed of the student's progress when appropriate.
6. Counsels and coaches for the student's success.
7. Receives and evaluates student's work to determine the number of days/hours of attendance credit earned; uses professional judgment to determine the time value of the completed work. **Note:** There is no set mathematical formula to arrive at this value; if the teacher determines that a work product has a time value greater than he or she estimated when making the assignments, the teacher takes this into consideration when crediting the student's attendance.
8. Records time value on Master Agreement. Sends Master Agreement, Subsidiary Assignment Agreements, and a signed and dated sample of student's original work to school office for processing and retention.



IV. Attendance Accounting for a Temporary Absence

1. **Before student leaves on independent study.** Teacher indicates the days of the student's absence under the independent study agreement on classroom attendance rosters. In the Zangle computer system, enter "G." The "G" code may be posted into the future for all days of the student's planned absence.
2. **After the completion of the independent study agreement.** Attendance clerk replaces "G" with "C" for each day of attendance credit earned under the independent study agreement, as determined by the supervising credentialed teacher. (See section "Calculation of Attendance" on the second page of the Independent Study Master Agreement.)

V. Records for an Audit. To meet state audit requirements, the site administrator or designee ensures that the following are maintained at the school site:

1. The Master Agreement, Subsidiary Assignment Agreements, and the sample of the student's original work for each student enrolled in independent study shall be retained at the school for three (3) years plus the current year.
2. b. The samples of the student's original work for each subject must have the supervising credentialed teacher's dated signature. The subject, student's name, and the completion date must be recorded on the sample. A representative sample of the student's original work must be on file for each course for which ADA was reported. (In full academic programs, a student work sample should be provided for each course for each attendance period.)
3. c. A Master List of Students on Independent Study must also be on file for the previous three (3) years plus the current year (see attached sample [F.1]).

E. FORMS AND AUXILIARY REFERENCES

1. Master Agreement for Independent Study form
2. Subsidiary Independent Study Assignment Agreement form

F. REPORTS AND RECORDS

1. Master List of Students on Independent Study

G. APPROVED BY: Iftin Charter School Board of Education

Policy:

Annual Organizational Meeting

The Governing Board shall hold an annual organizational meeting.

At this meeting the Board shall:

1. Elect a president and a clerk and/or vice president from its members.
2. Appoint a secretary to the Board.
3. Authorize signatures.
4. Develop a schedule of regular meetings for the year.
5. Develop a Board calendar for the year.
6. Designate Board representatives.

Election of Officers

The Board shall appoint its officers every year at their annual board meeting.

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First Reading:

Second Reading:

Adopted: