



GOVERNING BOARD MINUTES - Special Meeting

Meeting of Wednesday, September 16, 2020 at 5:30PM

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“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 5:31PM

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	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	3,360	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
		Check	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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> Rajive Otah, Executive Director 619 471 4757 rotah@beutmost.org	<u>Iftin Charter School</u> Ali Hori, Principal 619-265-2411 Hori@iftincharter.net
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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> <div style="text-align: center;"> <p>k-45</p> <p>1-38</p> <p>2-42</p> <p>3-44</p> <p>4-44</p> <p>5-41</p> <p>k-5= 254 licenses</p> <p>6-49</p> <p>7-50</p> <p>8-49</p> <p>6-8= 148</p> <p>Total student licenses- 402</p> </div>	\$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.
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Quote Special Terms

California Sales Tax

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How to Order Our Products

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- A copy of your Tax-Exemption Certificate

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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.
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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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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
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; 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

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- A copy of your Price Quote
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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

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.

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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).
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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>.

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-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-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>.

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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.

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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-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-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

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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